

WACONIA CITY COUNCIL MEETING AGENDA



**Monday, April 18, 2022
6:00 PM**

VISION STATEMENT

A thriving, connected community with deep roots: a great place to live for a lifetime.

MISSION STATEMENT

A city that leads, serves, and governs to enhance the quality of life for all community members.

MAYOR: KENT BLOUDEK
COUNCIL MEMBER: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: PETE LEO
COUNCIL MEMBER : CARL PIERSON

NOTE: TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:30 P.M.

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the Community Development Director at 952-442-3106 or lbraaten@waconia.org to make certain that you are called upon during the meeting.

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
- 5. PUBLIC HEARING**

51.) [PUBLIC HEARING - Annexation Petition - 1350 102nd Street](#)

Open Public Hearing

Motion to close the Public Hearing

Adopt Joint Resolution No. 2022-114 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Gary L Cardinal & Michele L Worm for the northern portion of the property located at 10350 102nd Street as described in Exhibit A and B.

52.) [PUBLIC HEARING -Vacation of Drainage and Utility Easement - The Fields, Outlot A and Outlot C](#)

Open the Public Hearing

Motion to Close the Public Hearing

Adopt Resolution 2022-125 approving the Vacation of the Drainage and Utility Easement identified in Outlot A and Outlot C, The Fields.

6. 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.

- 61.) [April 4, 2022 City Council Minutes](#)
Motion to Approve April 4, 2022 City Council Minutes
- 62.) [April 18, 2022 Expenditures](#)
Payment of April 18, 2022 Expenditures
- 63.) [Use of Streets for UHCCF Century Ride on August 13, 2022](#)
Authorize use of streets and parking lot for UHCCF Century Ride on August 13th, 2022
- 64.) [Use of Streets & Facilities for Tour de Tonka Event on August 6, 2022](#)
Authorize use of Streets & Facilities for Tour de Tonka Event on August 6, 2022
- 65.) [Letter of Support - Arboreteum Area Transportation Plan](#)
Motion to approve letter of support
- 66.) [Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts](#)
Adopt Resolution 2022-xx, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council
- 67.) [Donation Acceptance - Cash Donations for Operations of the Fire Department](#)
Adopt Resolution 2022-116, Accepting Cash Donations for Operations of the Fire Department
- 68.) [Accepting Donation and Pass Thru Recommendation](#)
Adopt Resolution 2022-117, Accepting Donation and Approving Pass Thru Recommendation
- 69.) [Accept Grant Funds - Carver County CGPI Pre-Development](#)
Adopt Resolution 2022-118, Accepting Grant Funds
- 610.) [Authorize Execution of Master Partner Contract](#)
Adopt Resolution 2022-119, Authorizing Approval of Execution of Master Partnership Contract With Minnesota Department of Transportation, MnDOT Contract Number 1050228
- 611.) [Execute Warranty & Maintenance Agreement](#)
Adopt Resolution 2022-120, Authorizing Approval of Executing Lease Sweeper Warranty & Maintenance Agreement with MacQueen Equipment
- 612.) [Authorize Execution of Lease Sweeper Agreement](#)
Adopt Resolution 2022-121, Authorizing Approval of Lease Sweeper Acquisition Agreement Execution with Bell Bank of 15490 101st Avenue North, Suite 200, Maple Grove, Minnesota
- 613.) [The Fields 2nd Addition - Development Agreement - Tamarack Land - Fields of Waconia, LLC](#)
Adopt Resolution 2022-122, Approving the Development Agreement for The Fields 2nd Addition.

7. COUNCIL BUSINESS

- 71.) [Authorize Construction Contract for Project A; ADA Sidewalk and Storm Sewer](#)
Adopt Resolution 2022-123; Authorizing Approval of Construction Contract with Henning Excavating for Project A; ADA Sidewalk & Storm Sewer For City Square Park ADA Improvement Project, CIP Project 587
- 72.) [Authorize Construction Contract for Project B; Retaining Wall and Sidewalk](#)
Adopt Resolution 2022-124; Authorizing Approval of Construction Contract With Sunram Construction, Inc. For Project B, Retaining Walls & Sidewalk for City Square Park ADA Improvement Project, CIP Project 587

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS Land Use Summary - Lane Braaten

10. BOARD REPORTS

- 1) Councilmember Waldron
- 2) Councilmember Sorensen
- 3) Councilmember Leo
- 4) Councilmember Pierson
- 5) Mayor Bloudek

11. ANNOUNCEMENTS

12. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: July 4th Fireworks, Outdoor Dining, Inter-Governmental Relations

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Park Board - April 21 (Tree Planting at Bent Creek Park)
Waconia Fire Relief Pancake Breakfast - April 24th 8:30 a.m. to 12:30 p.m.
Council at Lions Meeting - April 26th 6:30 p.m. - American Legion
City Council - May 2nd
Planning Commission - May 5th



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 18, 2022
Item Name: PUBLIC HEARING - Annexation Petition - 1350 102nd Street
Originating Department: Community Development
Presented by: Ethan Nelson

Previous Council Action (if any):

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

Open Public Hearing

Motion to close the Public Hearing

Adopt Joint Resolution No. 2022-114 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Gary L Cardinal & Michele L Worm for the northern portion of the property located at 10350 102nd Street as described in Exhibit A and B.

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

BACKGROUND

Shaun Cardinal, Kelly Cardinal, Michele Worm, Arthur Worm, Nicole Smith and Jason Smith (the “Petitioners”) have submitted an Annexation Petition to annex the northern portion of 10350 102nd Street (the “Subject Property”). The land proposed for annexation owned by Gary L Cardinal & Michele L Worm is described as PID number 09.0250300 and denoted in Exhibit A and B, attached to this report. The afore-mentioned parcel is currently located in Waconia Township, Minnesota and the annexation has been submitted in association with a residential development titled Woodland Creek 5th Addition, by Hartman Communities, LLC.

The procedure for approving an annexation by joint resolution requires the following actions and is summarized below:

1. A petition to annex is submitted to the City by the owner of the property requesting annexation into the City.
2. A municipality by joint resolution with a township may designate an unincorporated area as in need of orderly annexation.
3. The City must hold a public hearing and give 10 days’ notice of the intent to include property in an orderly annexation area must be published in a newspaper of general circulation in both the township and municipality.
4. The Council, upon a review of the information, may adopt the joint resolution designating the area as being appropriate for annexation approving the annexation request and file said approval with the Chief Administrative Law Judge, the Township, the County Auditor and the Secretary of State upon approval.
5. The annexation is final on the date the request is approved by the Chief Administrative Law Judge.

Upon application to annex by the Petitioner, staff has completed the necessary public hearing requirements. Public notice was published in the Waconia Patriot on April 7th, 2022. Public hearing notices were sent to Waconia Township and all affected property owners. As of the date of this report, no public hearing comments have been received regarding this annexation request.

Waconia Township approved the Orderly Annexation Joint Resolution at their regular meeting on April 11th, 2022.

RECOMMENDATION

Staff recommends approval of the proposed annexation request. Upon approval by the City Council this item will be forwarded to the State for final approval.

Attachments:

1. [22114res_Cardinal_Joint_Resolution__03-22-2022__-_Prelim_Approval_by_MBAU-OAH.docx](#)
2. [Location Map \(1 Page\).pdf](#)
3. [Public Hearing Notice \(1 Page\).docx](#)
4. [Petition for Annexation \(5 Pages\).pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:
 _____ Budgeted
 _____ Non Budgeted
 _____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

JOINT RESOLUTION OF THE CITY OF WACONIA AND THE TOWNSHIP OF WACONIA PURSUANT TO MINNESOTA STATUTES §414.0325, DESIGNATING AN UNINCORPORATED AREA IN NEED OF ORDERLY ANNEXATION, CONFERRING JURISDICTION OF THE AREA ON THE CHIEF ADMINISTRATOR LAW JUDGE OF THE MINNESOTA STATE OFFICE OF ADMINISTRATIVE HEARINGS, AND AGREEING TO IMMEDIATE ANNEXATION OF THE AREA TO THE CITY OF WACONIA.

City of Waconia Resolution No. 2022-114

Township of Waconia Resolution Date: 4/11/2022

TO: Chief Administrative Law Judge
State Office of Administrative Hearings
Municipal Boundary Adjustments Unit
P.O. Box 64620
St. Paul, MN 55164-0620

WHEREAS, the City of Waconia (the "City") and the Township of Waconia (the "Township") desire to enter into this Joint Resolution for Orderly Annexation to designate an area of the Township in need of orderly and immediate annexation for the purpose of bringing such area into the city limits, and

WHEREAS, the area to be annexed contains 15.204 acres and adjoins the City, is urban or suburban in character, and the City is capable of providing services, if any, required by the area within a reasonable time, and

WHEREAS, it is deemed appropriate and in the best interests of both the City and the Township that said area be designated as in need of orderly annexation and be immediately annexed to the City, and

NOW, THEREFORE, pursuant to Minnesota Statutes §414.0325, be it JOINTLY RESOLVED and agreed by the City Council of the City of Waconia and the Board of Supervisors of the Township of Waconia, Carver County, Minnesota, as follows:

1. The area subject to this Joint Resolution and designated for orderly and immediate annexation is legally described on attached Exhibit A and depicted with hatching on the map attached as Exhibit B (the "Land").
2. The area is in need of orderly annexation and is for the purpose of residential housing development.

3. This Joint Resolution confers jurisdiction on the chief administrative law judge over the annexation area and over the various provisions of this Joint Resolution.
4. This Joint Resolution provides for the conditions of annexation. No alterations of the stated boundaries are appropriate and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
5. There will be no change in the electric service or cost resulting from the annexation.
6. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City of Waconia may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Waconia Township may continue to levy on the annexed area for that levy year, and the City of Waconia may not levy on the annexation area until the following levy year.
7. There are no special assessments assigned by the Township to the Land and no debt incurred by the Township prior to the annexation and attributable to the Land need to be reimbursed.
8. To the extent, if any, that the annexation area contains streets or roadways, the City shall be solely responsible for any maintenance or improvements after the annexation has been ordered.
9. Tax Reimbursement. Pursuant to Minnesota Statutes §414.036, the City and the Township acknowledge that the reimbursement for taxable property has been satisfied. The Developer and Township have agreed that a single payment of \$_____ will be made to the Township for the taxable property annexed by this Joint Resolution. The payment has already been made and a copy of the Township's receipt acknowledging payment is attached as Exhibit C (the "Receipt").
10. If the Minnesota Department of Transportation or the Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments requests technical corrections to the legal description attached as Exhibit A or the map attached as Exhibit B, then: i) City staff may make the requested corrections and attach revised exhibits to this Joint Resolution without further action of the City or Township; and ii) the Joint Resolution, with corrected exhibits, shall remain effective, valid, and enforceable.
11. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Waconia and the Board of Supervisors of the Township of Waconia.

Passed and adopted by the Board of Supervisors of the Township of Waconia this ____ day of _____, 2022.

Mark Wickenhauser, Chairman

ATTEST: _____
Sue Goede, Clerk

Passed and adopted by the City Council of the City of Waconia this _____ day of _____, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

EXHIBIT A
Property Description

That part of the following described property:

That part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 116 North, Range 25 West of the 5th Principal Meridian, which lies Westerly of the following described line:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence East along the South line of said Southwest Quarter of the Southwest Quarter a distance of 700 feet to the point of beginning of the line being described; thence deflecting left 90 degrees a distance of 230 feet; thence Northeasterly to a point on North line of said Southwest Quarter of the Southwest Quarter distant 150 feet Westerly, as measured along said North line, from the Northeast corner of said Southwest Quarter of the Southwest Quarter, and said line there ending.

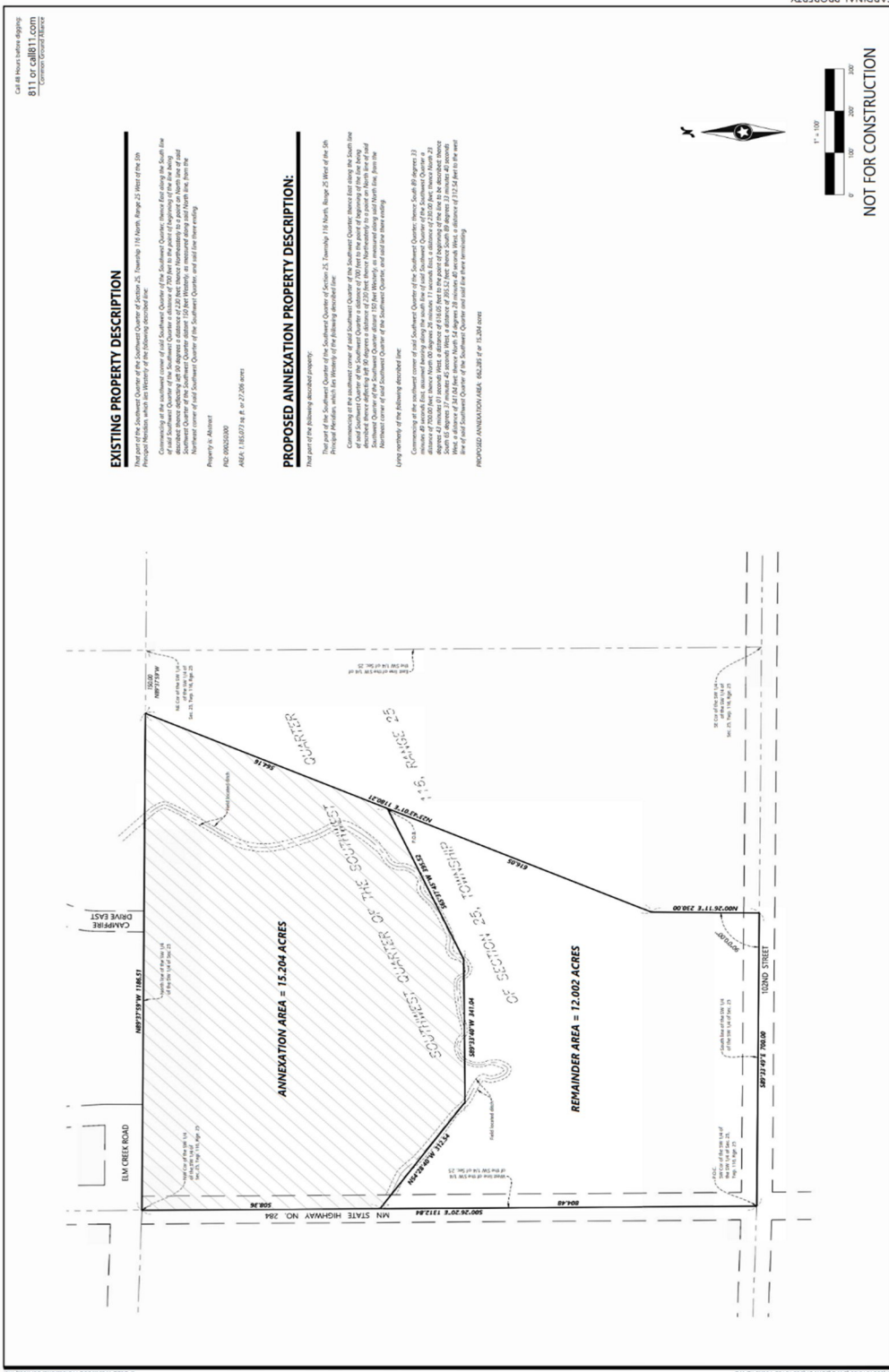
And lying northerly of the following described line:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence South 89 degrees 33 minutes 49 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southwest Quarter a distance of 700.00 feet; thence North 00 degrees 26 minutes 11 seconds East, a distance of 230.00 feet; thence North 23 degrees 43 minutes 01 seconds East, a distance of 616.05 feet to the point of beginning of the line to be described; thence South 65 degrees 37 minutes 45 seconds West, a distance of 395.52 feet; thence South 89 degrees 33 minutes 40 seconds West, a distance of 341.04 feet; thence North 54 degrees 28 minutes 40 seconds West, a distance of 312.54 feet to the west line of said Southwest Quarter of the Southwest Quarter and said line there terminating.

PROPOSED ANNEXATION AREA: 662,285 sf or 15.204 acres.

EXHIBIT B

Map



Call 8 hours before logging
811 or call811.com
Cardinal Property Service

EXISTING PROPERTY DESCRIPTION

The parcel is the following described property:
 Parcel 1000250000
 AREA: 1.186577 sq. ft. or 27,206 sq. ft.

PROPOSED ANNEXATION PROPERTY DESCRIPTION:

The parcel is the following described property:
 Parcel 1000250000
 AREA: 1.186577 sq. ft. or 27,206 sq. ft.

NOT FOR CONSTRUCTION

ANNEXATION EXHIBIT
 PROJECT NUMBER: 034315.00
 DATE: 01/18/2022

Westwood
 CARDINAL PROPERTY
 WACONIA, MINNESOTA

PREPARED FOR:
 HARTMAN COMMUNITIES
 1750 TOWER SQUARE, SUITE 100
 VICTORIA, MINNESOTA 55388

DATE: 01/18/2022
 SHEET NUMBER: 1 OF 1

EXHIBIT C

Form of Receipt

WACONIA TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

FOR ANNEXATION OF TAXABLE PROPERTY

_____, 2022

Pursuant to Minnesota Statutes Section 414.036, the Township of Waconia (the "Township") hereby acknowledges the receipt of a single payment of \$_____ as reimbursement for all the taxable property being annexed to the City of Waconia, as described on Exhibit A and depicted on Exhibit B attached hereto, and approves the annexation of such land. There are no special assessments assigned by the Township to the annexed property and no debt incurred by the Township prior to the annexation attributable to the property annexed.

Waconia Township

Mark Wickenhauser, Chairman



City of Waconia

201 Vine Street South, Waconia, MN 55387

Waconia GIS

April 2022
12

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION BY JOINT RESOLUTION OF CERTAIN
LAND INTO THE CORPORATE LIMITS OF THE CITY OF WACONIA PURSUANT TO MINNESOTA
STATUTES SECTION 414.0325, SUBD. 1B

CITY OF WACONIA

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of the City of Waconia, Minnesota, to consider the proposed annexation by joint resolution of certain land into the corporate limits of the City of Waconia pursuant to Minnesota Statutes Section 414.0325, Subd. 1b

The land proposed for annexation is owned by GARY L CARDINAL & MICHELE L WORM and described as the northern portion of PID number 090250300. The parcel is located in Waconia Township, Minnesota. The land is depicted in the cross hatched area on attached Exhibit A. Full sized Legal description available upon request.

NOTICE IS FURTHER GIVEN that such hearing will be held in the Council Chambers of the City Hall in the City of Waconia at 201 Vine Street South on Monday, April 18, 2022, at 6 p.m., at which time and place the City Council as required by law will consider the proposed annexation and shall hear all persons or parties interested in this matter.

CITY OF WACONIA

Ethan Nelson, Assistant Planner

STATE OF MINNESOTA
COUNTY OF CARVER

CITY OF WACONIA
AND TOWN
OF WACONIA

**In the Matter of the Petition of
Certain Property Owners to Annex
Unincorporated Adjoining Property
to the City of Waconia**

PETITION FOR ANNEXATION

TO: THE HONORABLE CITY COUNCIL OF THE CITY OF WACONIA AND THE
HONORABLE BOARD OF SUPERVISORS OF THE TOWN OF WACONIA, CARVER
COUNTY, MINNESOTA:

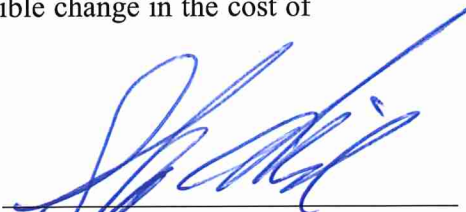
The undersigned Petitioners hereby respectfully request and state to the City Council of
the City of Waconia and to the Board of Supervisors of the Town of Waconia as follows:

1. That your Petitioners are all of the owners of the land described on **Exhibit "A"** and as depicted on **Exhibit "B"** attached hereto and made a part hereof.
2. That your Petitioners desire and request that this land be annexed to the City of Waconia, Carver County, Minnesota, and included within the corporate limits of the City of Waconia, including all streets, roads or alleys, if any, passing through or adjacent to the land as shown on said **Exhibit "B"**.
3. That this land abuts the present corporate limits of the City of Waconia, is not platted, is not now included within any municipality and does not border any other municipality.
4. That the area of the land to be annexed contains approximately 15 acres.
5. That the population of this land is 0.
6. That the land is urban or suburban in character and is conditioned as properly to be subject to municipal government and that annexation would be in the best interest of the City of Waconia and the Town of Waconia.
7. That your Petitioners requests that pursuant to the provisions of Minnesota Statutes Section 414.0325, Subd. 1, the City of Waconia

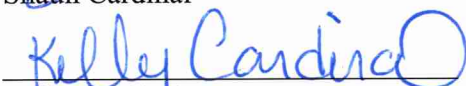
and the Town of Waconia adopt a joint resolution requesting that the State of Minnesota, office of Administrative Hearings, issue an Order approving annexation of the above described land to the City of Waconia, the same as if it had originally been made a part thereof, and that a true and correct copy of such joint resolution be forwarded to said Office of Administrative Hearings.

- 8. That your Petitioners waives any notice required by Minnesota Statutes Section 414.0325, Subd. 1a, relating to any possible change in the cost of electric service if Petitioners' land is annexed.

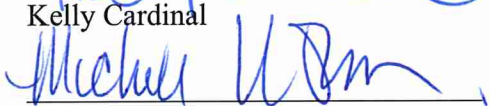
Dated this 15th day of FEBRUARY, 2022


Shaun Cardinal


Dated this 9th day of February, 2022


Kelly Cardinal


Dated this 7th day of FEBRUARY, 2022


Michele Worm

Dated this 7th day of FEBRUARY, 2022


Arthur Worm

Dated this 10th day of February, 2022


Nicole Smith

Dated this 10th day of February, 2022



Jason Smith

EXHIBIT A
Legal Description of Carver County
Property to be Annexed

That part of the following described property:

That part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 116 North, Range 25 West of the 5th Principal Meridian, which lies Westerly of the following described line:

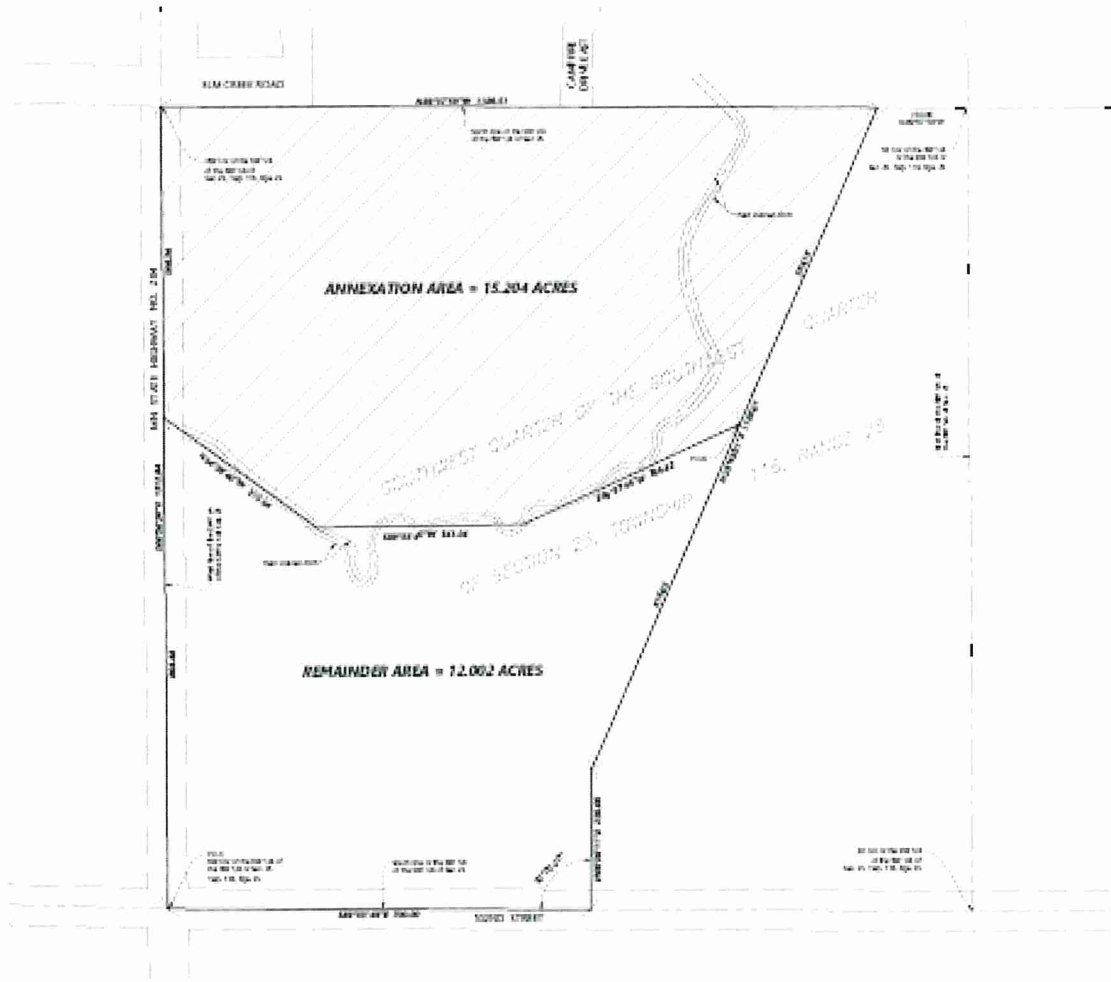
Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence East along the South line of said Southwest Quarter of the Southwest Quarter a distance of 700 feet to the point of beginning of the line being described; thence deflecting left 90 degrees a distance of 230 feet; thence Northeasterly to a point on North line of said Southwest Quarter of the Southwest Quarter distant 150 feet Westerly, as measured along said North line, from the Northeast corner of said Southwest Quarter of the Southwest Quarter, and said line there ending.

Lying northerly of the following described line:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence South 89 degrees 33 minutes 49 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southwest Quarter a distance of 700.00 feet; thence North 00 degrees 26 minutes 11 seconds East, a distance of 230.00 feet; thence North 23 degrees 43 minutes 01 seconds West, a distance of 616.05 feet to the point of beginning of the line to be described; thence South 65 degrees 37 minutes 45 seconds West, a distance of 395.52 feet; thence South 89 degrees 33 minutes 40 seconds West, a distance of 341.04 feet; thence North 54 degrees 28 minutes 40 seconds West, a distance of 312.54 feet to the west line of said Southwest Quarter of the Southwest Quarter and said line there terminating.

PROPOSED ANNEXATION AREA: 662,285 sf or 15.204 acres

EXHIBIT B Depiction of Property to be Annexed





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	PUBLIC HEARING -Vacation of Drainage and Utility Easement - The Fields, Outlot A and Outlot C
Originating Department:	Community Development
Presented by:	Lane Braaten

Previous Council Action (if any):

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

Open the Public Hearing
 Motion to Close the Public Hearing
 Adopt Resolution 2022-125 approving the Vacation of the Drainage and Utility Easement identified in Outlot A and Outlot C, The Fields.

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

The phasing of The Fields residential project has required the Developer to provide a drainage and utility easement over Outlots A and Outlot C. As part of the second phase of The Fields the Developer has requested that the identified drainage and utility easement in Outlots A and C be vacated to allow for the outlots to be platted consistent with The Fields Second Addition, which the City Council approved on April 4th, 2022.

Section 320.08 of the City Code allows the City Council to vacate any alley, street or publicly owned utility easement on its own motion or on petition of a majority of the property owners abutting the alley, street, or utility easement pursuant to Minnesota Statutes Section 412.851. Tamarack Land – Fields of Waconia, LLC as the underlying property owner of Outlot A and Outlot C has petitioned to vacate the identified drainage and utility easement.

PUBLIC NOTICE/COMMENT

The notice was published in the WACONIA PATRIOT on March 24th, 2022 and March 31st, 2022 and posted at Waconia City Hall. To date City staff have not received any public hearing comments regarding the proposed request to vacate the drainage and utility easement.

CONCLUSION / RECOMMENDATION

City staff recommends approval of the petition to vacate the existing drainage and utility easements as it will allow the development of the second phase of The Fields residential development.

Attachments:

1. [22125res_Approving_Vacation_of_DU_Easement.docx](#)
2. [Location Map w Text.pdf](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	ADVISORY BOARD RECOMMENDATIONS:	
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION 2022-125**

**RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENT
FOR OUTLOT A AND OUTLOT C, THE FIELDS**

WHEREAS, pursuant to City Code Section 320.08 of the City of Waconia, Minnesota (the “City”) has received a petition to vacate the drainage and utility easement (the “Easement”) located over Outlot A and Outlot C, THE FIELDS; and

WHEREAS, the subject parcels are described as Outlot A and Outlot C, THE FIELDS, Waconia, MN, 55387 and identified as PID#s 754720870 and 754720890; and

WHEREAS, Tamarack Land – Fields of Waconia, LLC owns the subject parcels and has submitted the request; and

WHEREAS, the property owner is requesting the vacation of the existing easements to allow the parcels to be replatted and included in the second phase of The Fields residential development; and

WHEREAS, the City Council, having considered the proposed vacation, finds the vacation of the existing easements acceptable as the recording of The Fields 2nd Addition final plat includes the necessary drainage and utility easements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Vacation of the Drainage and Utility Easement request by Tamarack Land – Fields of Waconia, LLC for Outlot A and Outlot C, The Fields.

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

**NOTICE OF PUBLIC HEARING ON PROPOSED
VACATION OF A PUBLIC DRAINAGE AND UTILITY EASEMENT
FOR OUTLOT A, THE FIELDS AND OUTLOT C, THE FIELDS
IN THE CITY OF WACONIA**

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of the City of Waconia, Minnesota, to consider the proposed vacation of a public drainage and utility easements in the City of Waconia, pursuant to Minnesota Statutes §412.851 and §462.358 described as follows:

The Permanent Drainage and Utility Easement over all of Outlot A, The Fields and identified as PID# 754720870; and

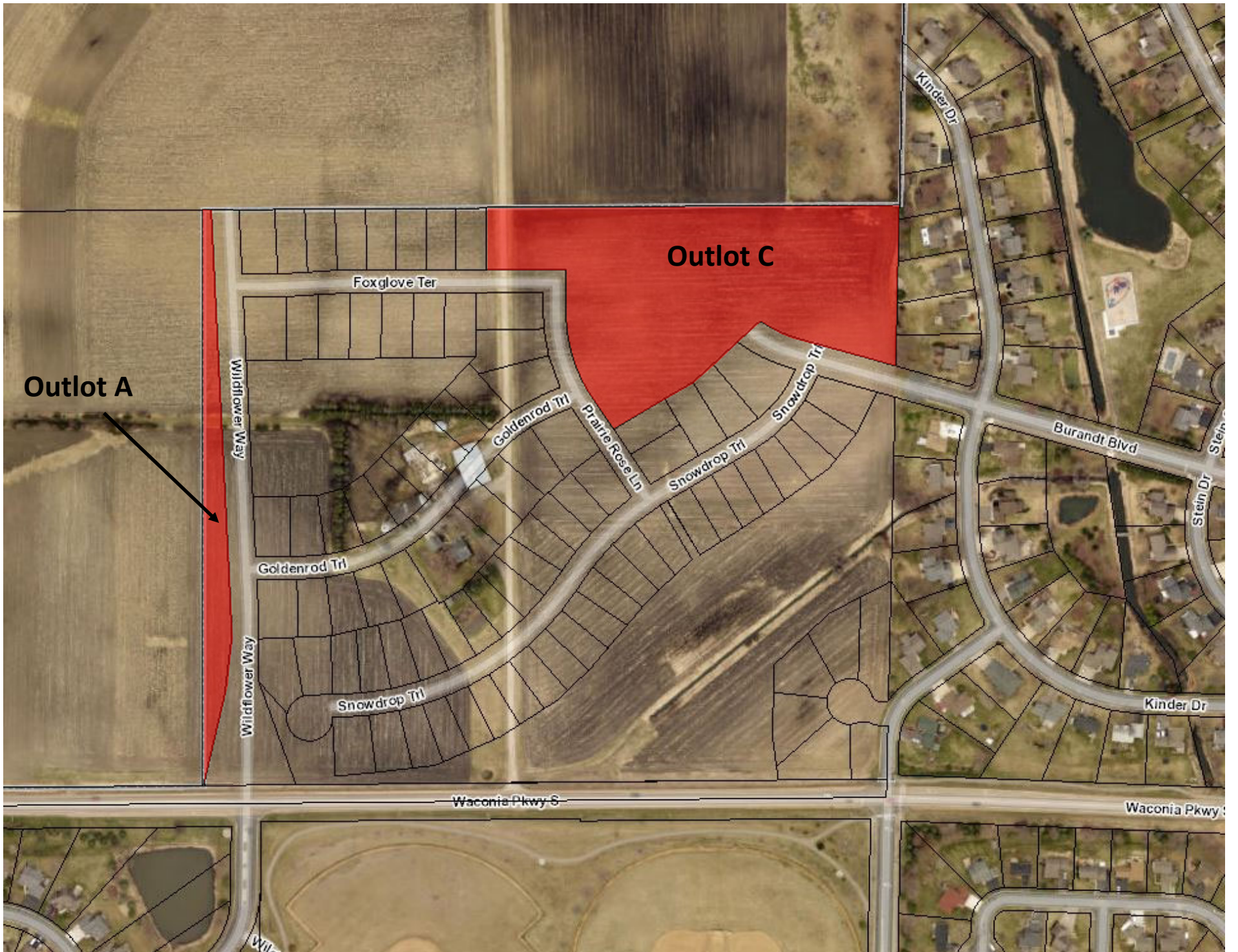
The Permanent Drainage and Utility Easement over all of Outlot C, The Fields and identified as PID# 754720890.

NOTICE IS FURTHER GIVEN that the hearing will be held on April 18th, 2022, at 6:00 P.M. at which time and place the City Council, as required by law, will consider the proposed vacation and will hear all persons present who are affected by the vacation.

Dated this 16th day of March, 2022

CITY OF WACONIA
By: Shane Fineran, City Administrator

(Published in the Waconia Patriot on March 24th, 2022 and March 31st, 2022.)



Outlot A

Outlot C



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 18, 2022			
Item Name:		April 4, 2022 City Council Minutes			
Originating Department:		Administration			
Presented by:		Ann Meyerhoff			
Previous Council Action (if any):					
Item Type (X only one):	Consent	<input checked="" type="checkbox"/> X	Regular Session		Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>					
Motion to Approve April 4, 2022 City Council Minutes					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
Attachments:					
1. Minutes 04-04-2022.pdf					
FINANCIAL IMPLICATIONS:			ADVISORY BOARD RECOMMENDATIONS:		
Funding Sources & Uses:					
Budget Information:			Planning Commission		
_____ Budgeted			Parks and Recreation Board		
_____ Non Budgeted			Safari Island Advisory Board		
_____ Amendment Required			Other		

CITY OF WACONIA
April 4, 2022

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 Bloudek at 6:00 p.m. The following members were present: Kent Bloudek, Nicole Waldron, Randy Sorensen, Pete Leo, Carl Pierson

Staff Present: Shane Fineran, Lane Braaten, Craig Eldred, Nicole Meyer, Ann Meyerhoff, Justin Sorensen, Mike Dressel, Mike Melchert.

- 1) [CALL MEETING TO ORDER AND ROLL CALL](#)
- 2) [PLEDGE OF ALLEGIANCE](#)
- 3) [ADOPT AGENDA](#)
Motion by Waldron, seconded by Sorensen 3) [ADOPT AGENDA. **MOTION carried.**](#)
- 4) [VISITOR’S PRESENTATIONS, PETITIONS, CORRESPONDENCE](#)
 - 4.1 [Arbor Day & Month Proclamation](#)

Mayor Bloudek read the Arbor Day Proclamation
 - 4.2 [State of the Library Presentation](#)

Paul Ericsson presented the State of the Library 2022.
- 5) [ADOPT CONSENT AGENDA](#)
 - 5.1 [March 21, 2022 City Council Minutes](#)

[Minutes 3-21-22.docx](#)
 - 5.2 [March 28, 2022 Special City Council Meeting Minutes](#)

[Special Meeting Minutes 3-28-22.docx](#)
 - 5.3 [April 4, 2022 Expenditures](#)

[Council List-Expenditures 04.04.2022.pdf](#)
 - 5.4 [Contractor Pay Request #5 - Everson New Storage Shed](#)

[Payment Application #05.pdf](#)
 - 5.5 [Use of streets Lola's Annual Lake Waconia Half Marathon Event](#)

- [City of Waconia Special Use Permit.pdf](#)
- 5.6 Approve Temporary Liquor License for Lions Club

[2294res Temp On Sale Waconia Lions.doc](#)
- 5.7 Application to Conduct Off-Site Gambling - Waconia Lions

[2295res Waconia Lions gambling.doc](#)
- 5.8 Resolution of Support for Laketown Township State Bonding Request

[2296res_Laketown_Bonding_request.doc](#)
- 5.9 Consideration Compost Quotes

[2297res Award_of_2022_Compost_Resolution.doc](#)

[Pine Products 2022 Bid.pdf](#)

[Creekside email on Proposal.pdf](#)

[SMSC email on Proposal.pdf](#)
- 5.10 Authorize Execution of Agreement

[2298res Civil_War_Cannon_Proposal_Execution_Res.doc](#)

[Waconia-Cannon-Final-12-21 Update.pdf](#)
- 5.11 Execute "Preparing for EAB Grant"

[2299res Execution_of_Preparing_for_EAB_Grant_Resolution.doc](#)

[DNR Award Email.pdf](#)
- 5.12 Authorize Execution of Support Letter

[22100res Authorize_Mayor_to_Execute_Letter_of_Support_Res.doc](#)

[Support for TrafficSignalTech-Waconia; Execute.docx](#)
- 5.13 The Fields 2nd Addition Final Plat - Tamarack Land

[22101res- The_Fields_2nd_Addition_Final_Plat.doc](#)

[Location Map The Fields 2nd Addition.pdf](#)

- [The Fields 2nd Addition Final Plat.pdf](#)
- 5.14 Donation Acceptance - Cash Donations for Operations of the Fire Department
[22102Res_Donations_Received_Fire_04.04.22.doc](#)
- 5.15 Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts
[22103Res_Donations_Received_Fire_04.04.22_National_Fire_Safety.doc](#)
- 5.16 Donation Acceptance - Cash Donations for City Square Park War Memorial Monument Restoration
[22104Res_Donations_Received_War_Memorial.doc](#)
- 5.17 Waterford 7th Addition - Development Agreement - JMH Land Development Company, LLC
[22105res_Approving_Development_Agreement_for_Waterford_7th_Addition.docx](#)
[Waterford 7th Addition Development Agreement.docx](#)
- 5.18 Acceptance of Grant Proceeds from Minnesota Department of Administration for 2022 Arts and Cultural Heritage Fund Veterans Memorial Grant for City Square Park War Memorial Restoration Projects
[22106Res_Acceptance_of_Grant_Funds_-_War_Memorial.doc](#)
[MN Dept of Admin_Award Letter.pdf](#)
- 5.19 Approve Amended Easement and Permit for Utility Crossings
[22107res_Approving_Amendment_Park_Easements__Draft_03-30-2022_.docx](#)
[Amendment to Permanent Utility Easement \(Draft 03-30-2022\) Att I.docx](#)
[Amendment to Permanent Drainage Permit \(Draft 03-30-2022\) Att II.docx](#)
- 5.20 Allocation of American Rescue Act (ARPA) Funding
[22108Res_ARPA_Funding_Allocation.doc](#)
- 5.21 Authorize Purchase of ATV and Trailer

[22112res ATV_Trailer_Purchase_Resolution.docx](#)

[FORM_MNSTBONIPurchaseAgreement_WacFire.pdf](#)

[Quote- Waconia FD 03-01-22.pdf](#)

Motion by Leo , seconded by Pierson 5) ADOPT CONSENT AGENDA

MOTION carried

6) COUNCIL BUSINESS

6.1 Award Construction Contract

[22109res Construction_Contract_2022_Imp_Res.doc](#)

[2022-03-29 2022 Infrastructure Improvements Award.pdf](#)

Craig Eldred stated that on February 7, 2022, staff obtained approval authorizing the approval of Plans and Specifications and Ordering Advertisement of bid for the following improvements:

- Third Street West from Walnut Street to Olive Street
- Maple Street South from 2nd Street to 4th Street
- Willow Place from 3rd Street to 200 feet to the south
- Oak Avenue from Hwy 5 to Windmill creek South
- Dunsmore Drive from the north intersection with Woodlawn Circle to the south intersection with Woodlawn Circle

On March 28th bids were received virtually via Quest and read aloud with our Engineer's and staff present. 4 bids were received with the low bid being 10% below the Engineering Estimate of \$4,077,873.75 and 12% below the highest bid received. WM Mueller & Sons came in at \$3,671,783.82. They have completed projects of this scale and proven to be a responsible Contractor.

Council Member Sorensen asked about the timeline and if it is receptive to the events in the community. Eldred responded that they make sure that the developers are aware of the events going on in the community.

Motion by Sorensen, seconded by Waldron Adopt Resolution 2022-109, Approval of Construction Contract with WM Mueller & Sons for the 2022 Infrastructure Project at the Cost of \$3,671,788.82

MOTION carried

6.2 Execute Road Fabric Quote

[22110res Fabric_Contract_2022_Imp_Res.doc](#)

[RFIQ16098\(1\) Road Fabrics Oak Avenue.pdf](#)

Craig Eldred said that staff has utilized pavement fabric on high volume roadways since 2013 to assist in providing structural support and reducing reflective cracking in conjunction with new pavement overlay placements. Staff has experience with Road Fabrics, Inc. and wouldn't recommend an additional supplier due to past experiences.

The total quantity is 13,460 Square Yards of fabric and .25 gallons of tack oil applied per-square yard, which was with-held from the asphalt portion of the 2022 Improvement Project for a cost of \$39,976.20.

Eldred indicated that staff recommends approval of this request to support the efforts of improving structural support and reductions of reflective cracking through the new asphalt surfaces.

Sorensen asked what work needs to be done before and who will do it. Eldred responded that it is in the bid with WM Mueller & Sons and will be just on Oak ave.

Motion by Waldron, seconded by Leo Adopt Resolution 2022-110, Approval to Execute Road Fabrics, Inc. Quote of \$39,976.20 for the 2022 Improvement Project, Oak Avenue Overlay, CIP Project 126--A

MOTION carried

[6.3 Ordinance Amendment - Multi-Family Off-Street Parking Requirements](#)

[Ord749_Amendment_No_Off_Street_Multi_Family_Parking \(1\).docx](#)

[2211res Approving_Summary_Publication_of_Ordinance_Amendment \(3\).docx](#)

Lane Braaten explained that upon review of the proposed apartment building at 601 Industrial Blvd. West, Council requested the Planning Commission and City staff review the City's off-street parking requirements associated with multi-family residences. The Planning Commission and City staff discussed possible options and language at work sessions on January 2, 2022 and February 3, 2022. The Planning Commission reviewed the proposed amendment and held a public hearing on March 3, 2022. Braaten shared a mark up of the proposed amendment to the off-street parking requirement for multi-family (i.e. apartment) residences.

- 2. Multi-family residences: ~~2.25 spaces per unit.~~
 - 1.6 spaces per 1 bedroom unit
 - 1.8 spaces per 2 bedroom unit
 - 2.25 spaces per 3 bedroom and 3 bedroom + units

Notice was published in the WACONIA PATRIOT on February 17, 2022 and posted at Waconia City Hall. Additionally, the notice was posted on the City website for review. The City has not received any public comments regarding the proposed ordinance amendment.

The Planning Commission took recommended approval of the proposed ordinance amendment via a 4-0 vote.

Mayor Bloudek commented that it makes a lot of sense after looking at the statistics and data.

Council Member Leo asked if variances will still be needed. Braaten said it would have to be a very special case. It will help the developers know how many bedrooms they can plan for based on parking. They will use bedroom count to meet the standard.

Motion by Pierson, seconded by Leo Adopt Ordinance No. 749 amending Section 900.09 Off-Street Parking, Loading, and Access Regulations pertaining to the parking requirements for multi-family residences.

MOTION carried

Motion by Waldron, seconded by Leo Adopt Resolution 2022-111 approving Summary Publication of the Ordinance.

MOTION carried

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

Lane staff gave update on Sandy Shores. Received a request for an extension until September 7, 2022. Staff will continue to work with property owners.

9) BOARD REPORTS

10) ANNOUNCEMENTS

Residents should have received a mailer for the Community Expo on Saturday. It will be well staffed by the City from 9:00 a.m. - 2:00 p.m.

Construction updates are on Waconia.org.

Motion by Randy Sorensen, seconded by Nicole Waldron 10) ANNOUNCEMENTS

MOTION carried

11) ADJOURN REGULAR MEETING

Motion by Sorensen, seconded by Waldron 11) ADJOURN REGULAR MEETING

MOTION carried

Work Session: Strategic Plan Update, Annual Fire Department Report

UPCOMING CALENDAR OF EVENTS/MEETINGS: Planning Commission - April 7 City Council - April 18 Park Board - April 21

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	April 18, 2022 Expenditures
Originating Department:	Finance
Presented by:	Nicole Meyer

Previous Council Action (if any):

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

Payment of April 18, 2022 Expenditures

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

Attachments:

1. [Council List-Expenditures 04.18.2022.pdf](#)
2. [Council List-Expenditures 04.18.2022_EFT.pdf](#)
3. [Council List-Expenditures 04.18.2022_Purchasing Card.pdf](#)

FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:			
Budget Information:		Planning Commission	
_____ Budgeted		Parks and Recreation Board	
_____ Non Budgeted		Safari Island Advisory Board	
_____ Amendment Required		Other	

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

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
AMERICAN LEGION POST 150	Senior Dining Program 05.2022	\$600.00	Central Facilities
ATMOSPHERE COMMERCIAL INTERIORS, LLC	Office Remodel Project	\$27,024.88	PIR Fund
BOLTON & MENK, INC	Misc Engineering; Grants & MnD	\$30.00	Administration
BOLTON & MENK, INC	Misc Engineering; LGU File	\$515.00	Administration
BOLTON & MENK, INC	Misc Engineering; DiRT Mtg	\$30.00	Planning
BOLTON & MENK, INC	Highway 5 Phase II Funding	\$3,603.00	Streets
BOLTON & MENK, INC	Misc Engineering; Meetings	\$390.00	Streets
BOLTON & MENK, INC	Municipal State Aid System	\$1,659.00	Streets
BOLTON & MENK, INC	Misc Engineering; Sota Shine	\$18.00	Parks
BOLTON & MENK, INC	2020 Infrastructure Improve	\$54.32	PIR Fund
BOLTON & MENK, INC	2022 Improvement Project	\$39,705.91	PIR Fund
BOLTON & MENK, INC	Cardinal Property Development	\$1,072.00	PIR Fund
BOLTON & MENK, INC	City Square Park ADA	\$2,606.00	PIR Fund
BOLTON & MENK, INC	County Park & East Lake Trunk	\$1,560.50	PIR Fund
BOLTON & MENK, INC	Darabi Dermatology	\$721.00	PIR Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$97.00	PIR Fund
BOLTON & MENK, INC	Downtown Recon - Phase 2	\$97.00	PIR Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$3,911.26	PIR Fund
BOLTON & MENK, INC	Fields of Waconia Development	\$1,004.00	PIR Fund
BOLTON & MENK, INC	Interlaken 8th Addition	\$97.00	PIR Fund
BOLTON & MENK, INC	Misc Engineering; FS Project	\$30.00	PIR Fund
BOLTON & MENK, INC	Misc Engineering; WTF	\$18.00	PIR Fund
BOLTON & MENK, INC	Misc Engineering; Taco Bell	\$18.00	PIR Fund
BOLTON & MENK, INC	Orchard Park Development	\$367.00	PIR Fund
BOLTON & MENK, INC	Shores of Lake Waconia East	\$97.00	PIR Fund
BOLTON & MENK, INC	Siegle Property Development	\$2,194.00	PIR Fund
BOLTON & MENK, INC	Sparrow Road Kwik Trip	\$270.00	PIR Fund
BOLTON & MENK, INC	Tidal Wave Auto Spa	\$341.00	PIR Fund
BOLTON & MENK, INC	Trails Edge South Apartments	\$249.00	PIR Fund
BOLTON & MENK, INC	Waterford Park	\$384.00	PIR Fund
BOLTON & MENK, INC	Windmill Creek 8th Addition	\$519.00	PIR Fund
BOLTON & MENK, INC	Woodland Creek	\$2,129.00	PIR Fund
BOLTON & MENK, INC	2020 Infrastructure Improve	\$28.13	Water Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$9,926.48	Water Utility Fund
BOLTON & MENK, INC	County Park & East Lake Trunk	\$780.25	Water Utility Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$29.10	Water Utility Fund
BOLTON & MENK, INC	Downtown Recon - Phase 2	\$29.10	Water Utility Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$566.85	Water Utility Fund
BOLTON & MENK, INC	Misc Engineering; BP Park	\$18.00	Water Utility Fund
BOLTON & MENK, INC	2020 Infrastructure Improve	\$6.79	Sewer Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$6,204.05	Sewer Utility Fund
BOLTON & MENK, INC	County Park & East Lake Trunk	\$780.25	Sewer Utility Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$29.10	Sewer Utility Fund
BOLTON & MENK, INC	Downtown Recon - Phase 2	\$29.10	Sewer Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
BOLTON & MENK, INC	East Frontage Road Extension	\$226.74	Sewer Utility Fund
BOLTON & MENK, INC	L-52 Lift Station Upgrade	\$4,196.00	Sewer Utility Fund
BOLTON & MENK, INC	Met Council I & Surcharge Prog	\$276.00	Sewer Utility Fund
BOLTON & MENK, INC	2020 Infrastructure Improve	\$7.76	Storm Water Fund
BOLTON & MENK, INC	2022 Improvement Project	\$6,204.05	Storm Water Fund
BOLTON & MENK, INC	2023 CCWMO Cost Share Fund	\$729.00	Storm Water Fund
BOLTON & MENK, INC	Downtown Recon - Phase 1	\$38.80	Storm Water Fund
BOLTON & MENK, INC	Downtown Recon - Phase 2	\$38.80	Storm Water Fund
BOLTON & MENK, INC	East Frontage Road Extension	\$963.65	Storm Water Fund
BOLTON & MENK, INC	Misc Engineering; CCWMO	\$152.00	Storm Water Fund
BOLTON & MENK, INC	Misc Engineering; CSAH 10	\$90.00	Storm Water Fund
BOLTON & MENK, INC	Misc Engineering; Storm Line	\$18.00	Storm Water Fund
BOLTON & MENK, INC	Storm water Funding	\$6,585.00	Storm Water Fund
BOLTON & MENK, INC	Storm Water Reuse System	\$684.00	Storm Water Fund
BOLTON & MENK, INC	Waconia Parkway North Trail	\$194.00	Storm Water Fund
BOLTON & MENK, INC	Waterford Park	\$12,112.50	Storm Water Fund
CADY BUILDING MAINTENANCE, INC.	Facility Cleaning 04.2022	\$3,491.72	Central Facilities
CARVER COUNTY	Internet Services 04.2022	\$30.00	Bill Back Receivable
CARVER COUNTY	Internet Services 04.2022	\$204.25	Central Facilities
CARVER COUNTY	2022 Taxes PID# 75.3160410	\$13,376.00	PIR Fund
CARVER COUNTY	Internet Services 04.2022	\$110.25	Safari Island Fund
CARVER COUNTY	2022 Taxes PID# 09.0240610	\$33.00	Water Utility Fund
CARVER COUNTY	Internet Services 04.2022	\$23.50	Water Utility Fund
CARVER COUNTY	Internet Services 04.2022	\$23.50	Sewer Utility Fund
CARVER COUNTY	Internet Services 04.2022	\$75.00	Storm Water Fund
CARVER COUNTY	Internet Services 04.2022	\$98.50	Ice Arena
C-D PRODUCTS, INC.	Reflective Decals	\$58.00	Parks
CITY OF BLOOMINGTON	Water Testing 03.2022	\$143.00	Water Utility Fund
EMERGENCY TECHNICAL DECON	Turnout Gear Repairs	\$86.00	Fire
GOPHER STATE ONE-CALL	Utility Locate Tickets 03.2022	\$105.30	Water Utility Fund
GOPHER STATE ONE-CALL	Utility Locate Tickets 03.2022	\$105.30	Sewer Utility Fund
HAWKINS, INC	WTP Chemicals	\$4,148.80	Water Utility Fund
HENNING EXCAVATING LLC	10" Watermain on Sparrow	\$4,275.00	Water Utility Fund
HENNING EXCAVATING LLC	316 Wildhurst Repair	\$3,520.00	Water Utility Fund
HENNING EXCAVATING LLC	Waterline in Sterling Hills	\$4,175.00	Water Utility Fund
HENNING EXCAVATING LLC	Waterline into Yetzer Bldg	\$3,175.00	Water Utility Fund
HENNING EXCAVATING LLC	Watermain Repair by St Joes	\$3,395.00	Water Utility Fund
KCI CONSERVATION	Civil War Cannon Restoration	\$18,700.00	PIR Fund
LEAGUE OF MN CITIES INSURANCE TRUST	Insurance Claim # 114980	\$500.00	Streets
LOCAL GOVERNMENT INFORMATION SYSTEMS	JDE Application Support	\$5,354.00	Technology
MARCO TECHNOLOGIES, LLC	Firewall Project	\$3,740.18	Capital Equipment Fund
MASTER TECHNOLOGY GROUP	FS Speaker System Repair	\$320.00	Central Facilities
METRO AREA MANAGEMENT ASSOCIATION	MAMA 03.2022 - Fineran	\$25.00	Administration
METROPOLITAN COUNCIL	SAC Report 03.2022	\$78,724.80	Sewer Utility Fund
METROPOLITAN COUNCIL	Sewer Flow Charges 05.2022	\$83,836.95	Sewer Utility Fund
NATIONAL FIRE SAFETY COUNCIL	Waconia Business Donations	\$150.00	Fire
NORDIC MECHANICAL SERVICES	CH Boiler Repair	\$629.50	Central Facilities
NORDIC MECHANICAL SERVICES	CH HVAC Contract Q1 2022	\$1,375.00	Central Facilities
NORDIC MECHANICAL SERVICES	CH Replaced Expansion Tank	\$5,895.00	Central Facilities

CITY OF WACONIA
Council List-Expenditures
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
NORDIC MECHANICAL SERVICES	FS HVAC Contract Q1 2022	\$850.00	Central Facilities
NORDIC MECHANICAL SERVICES	PW HVAC Contract Q1 2022	\$1,750.00	Central Facilities
NORDIC MECHANICAL SERVICES	WTP HVAC Contract Q1 2022	\$850.00	Water Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 02.2022	\$2,808.96	Central Facilities
NOVEL SOLAR THREE LLC	Solar Electric 02.2022	\$2,777.85	Water Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 02.2022	\$2,181.47	Sewer Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 02.2022	\$485.57	Storm Water Fund
NOVEL SOLAR THREE LLC	Solar Electric 02.2022	\$279.61	Street Light Utility Fund
NOVEL SOLAR THREE LLC	Solar Electric 02.2022	\$1,004.77	Ice Arena
NRG PLUMBING LLC	Library Drink Fountain Repair	\$200.00	Central Facilities
NUSS EQUIPMENT GROUP LLC	Temp Gage Duplicate Payment	-\$33.64	Streets
NUSS EQUIPMENT GROUP LLC	2022 Mack Truck	\$80,921.00	Capital Equipment Fund
OERTEL ARCHITECTS, LTD.	Waterford Park Design Service	\$2,970.00	PIR Fund
OPG-3, INC.	Laserfische Annual Renewal	\$6,114.00	Technology
PRAIRIE RESTORATIONS, INC.	RLP/Interlaken Restoration	\$875.00	Parks
QUESTICA INC	LOGIS/Questica - Connection	\$1,462.50	PIR Fund
RINK MANAGEMENT SERVICES CORPORATION	2021 Incentive for Performance	\$391.40	Safari Island Fund
RINK MANAGEMENT SERVICES CORPORATION	2021 Incentive for Performance	\$14,175.42	Ice Arena
SAFETY SIGNS	Do Not Enter Road Signs	\$73.95	Streets
ST. CROIX RECREATON FUN PLAYGROUNDS INC.	Park Equipment Repair	\$543.00	Parks
Grand Total		\$502,938.78	

The above bills have been approved for payment at the regular City Council Meeting on April 18, 2022.
Authorized and ordered for payment:

Mayor

City Administrator

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

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures-EFT
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 01.2022	\$8,000.44	Central Facilities
CENTERPOINT ENERGY RESOURCES CORP	10250 10th St 01.28-02.28	\$16.85	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	10250 10th St 12.28-01.28	\$20.34	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 01.2022	\$2,308.35	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 01.2022	\$527.72	Sewer Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 01.2022	\$175.90	Storm Water Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 01.2022	\$175.90	Street Light Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Service 01.2022	\$5,231.38	Ice Arena
EFTPS	Federal Tax - Fire/CC 02/2022	\$2,718.24	Personnel Liabilities
EFTPS	Federal Taxes - Pay 06-2022	\$27,786.11	Personnel Liabilities
EFTPS	Federal Taxes - Pay 05-2022	\$30,615.56	Personnel Liabilities
HEALTHPARTNERS	Medical/Dental 04.2022	\$40,358.16	Personnel Liabilities
INVOICE CLOUD, INC.	CC Transaction Fees 02.2022	\$1,758.30	Finance
KANSAS STATE BANK OF MANHATTAN	Exercise Equip Lease 03.2022	\$2,310.00	Safari Island Fund
MARCO TECHNOLOGIES, LLC	CH Printer Lease 02.21 - 03.21	\$722.26	Central Facilities
MARCO TECHNOLOGIES, LLC	Printer Support Desk Fee	\$10.00	Central Facilities
MARCO TECHNOLOGIES, LLC	PW Printer Lease 03.2022	\$70.69	Water Utility Fund
MARCO TECHNOLOGIES, LLC	PW Printer Lease 03.2022	\$70.68	Sewer Utility Fund
MARYLAND CHILD SUPPORT ACCOUNT	Case #300104367 - Pay 3.15.22	\$308.07	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Fire/CC 02/2022	\$101.78	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 06-2022	\$5,131.84	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 05-2022	\$5,696.79	Personnel Liabilities
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 02.2022	\$22.25	Sales Tax Liability
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 02.2022	\$282.10	Sales Tax Liability
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 02.2022	\$4.38	Sales Tax Liability
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 02.2022	\$13.27	Sales Tax Liability
MN UNEMPLOYMENT INSURANCE	Unemployment Liability 2020-21	\$915.94	Parks
MONEY MOVERS	SI Insurance Reimburse 02.2022	\$54.00	Safari Island Fund
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 06-2022	\$2,370.00	Personnel Liabilities
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 05-2022	\$2,820.00	Personnel Liabilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Everson's Garage-Relocate Svc	\$2,160.43	PIR Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$32.25	Community Safety
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 02.2022	\$9.28	Community Safety
NORTHERN STATES POWER COMPANY, MINNESOTA	10525 10th St Electric 01.2022	\$18.22	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$1,589.85	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 02.2022	\$89.64	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$8,769.19	Water Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$620.16	Sewer Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 02.2022	-\$200.00	Sewer Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$599.28	Storm Water Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	X-Mas Electrical 12.01-12.31	\$2,462.42	Street Light Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$13,214.41	Street Light Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 02.2022	\$12,689.62	Street Light Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Service 01.2022	\$9,235.53	Ice Arena
OLD NATIONAL BANK	EE HSA Liability - Pay 06-2022	\$3,929.83	Personnel Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 06-2022	\$2,369.36	Personnel Liabilities
OLD NATIONAL BANK	EE HSA Liability - Pay 05-2022	\$3,929.83	Personnel Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 05-2022	\$2,369.36	Personnel Liabilities
PERA	EE/ER Retirement - Pay 05-2022	\$17,271.57	Personnel Liabilities
PERA	EE/ER Retirement - Pay 06-2022	\$17,117.34	Personnel Liabilities
RELIANCE STANDARD	Premiums 03.2022	\$1,594.68	Personnel Liabilities

CITY OF WACONIA
Council List-Expenditures-EFT
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
RINK MANAGEMENT SERVICES CORPORATION	SI CC Reimburse 03.01 - 03.19	\$47,982.22	Safari Island Fund
RINK MANAGEMENT SERVICES CORPORATION	IA CC Reimburse 02.20 - 03.19	\$18,206.88	Ice Arena
RINK MANAGEMENT SERVICES CORPORATION	SI CC Reimburse 02.20 - 02.28	\$12,836.83	Safari Island Fund
SECURITY BANK WACONIA	EDA Lease Rev Safari Island	\$13,636.51	2004 Community Center Bond
SECURITY BANK WACONIA	Rev Bonds Arena Construction	\$35,811.39	2007 Ice Arena Bond
UNITED FARMERS COOP	Diesel Fill 3.10.22	\$25,928.50	Fleet Fuel Payable
UNITED FARMERS COOP	Unleaded Fill 3.10.22	\$3,255.83	Fleet Fuel Payable
Grand Total		\$398,127.71	

The above bills have been approved for payment at the regular City Council Meeting on April 18, 2022.
 Authorized and ordered for payment:

 Mayor

 City Administrator

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

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures-Purchasing Card
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
A.M. LEONARD INC.	Horticulture Tools	\$195.91	Parks
AMAZON.COM	Computer Hardware Cables	\$131.15	Technology
AMAZON.COM	Christmas Tree Storage Bag	\$26.99	Streets
AMAZON.COM	Replacement Basketball Nets	\$64.72	Parks
AMAZON.COM	Wireless Presentation Clicker	\$10.79	Parks
AMERICAN MAILING MACHINES	Postage Equip Lease 2.10-5.09	\$75.00	Administration
AMERICAN MAILING MACHINES	Postage Equip Lease 2.10-5.09	\$75.00	Streets
AMERICAN TEST CENTER	Tower #11/ Ladder Testing	\$1,625.00	Fire
AMERICAN TEST CENTER	Crane/Bucket/Lift Testing	\$575.00	Streets
AMERICAN TEST CENTER	Crane/Bucket/Lift Testing	\$287.50	Water Utility Fund
AMERICAN TEST CENTER	Crane/Bucket/Lift Testing	\$287.50	Sewer Utility Fund
AMERICAN TEST CENTER	Crane/Bucket/Lift Testing	\$450.00	Street Light Utility Fund
ASPEN MILLS INCORPORATED	Uniform Embroidery-Sorensen	\$31.41	Fire
ASSURITY LIFE INSURANCE COMPANY	Premiums 02.2022	\$584.22	Personnel Liabilities
BIFFS, INC.	Portable Sanitation 02.2022	\$696.00	Parks
BROCK WHITE CO	Pave Drain End Block	\$840.00	Storm Water Fund
CAR-CO AUTO PARTS CO.	Seat Covers	\$221.34	Fire
CAR-CO AUTO PARTS CO.	#180 Oil Filter	\$16.30	Streets
CAR-CO AUTO PARTS CO.	#4005 Fuel Filter & Hose	\$8.91	Streets
CAR-CO AUTO PARTS CO.	#4005 Fuel Shutoff	\$18.95	Streets
CAR-CO AUTO PARTS CO.	#42 Oil Filter	\$19.15	Streets
CAR-CO AUTO PARTS CO.	#47 Filters & #56 Switch	\$105.11	Streets
CAR-CO AUTO PARTS CO.	#52 Oil Filters	\$51.93	Streets
CAR-CO AUTO PARTS CO.	#56 Oil Filter	\$19.15	Streets
CAR-CO AUTO PARTS CO.	#172 Wiper & #8007 Plug	\$27.87	Parks
CAR-CO AUTO PARTS CO.	#181 Oil Filter	\$5.48	Parks
CAR-CO AUTO PARTS CO.	#48 Fuel & Oil Filter	\$90.32	Parks
CAR-CO AUTO PARTS CO.	#53 Oil Filter	\$5.48	Water Utility Fund
CAR-CO AUTO PARTS CO.	#4005/35/8007/172 Filters	\$96.76	Sewer Utility Fund
CAR-CO AUTO PARTS CO.	#8007 Oil & Air Filters	\$39.80	Sewer Utility Fund
CARQUEST AUTO PARTS	#54 Hose & Hose Ends	\$52.84	Streets
CINTAS CORPORATION NO. 2	PW Uniform 01.2022	\$176.03	Streets
CINTAS CORPORATION NO. 2	PW Uniform 01.2022	\$75.13	Parks
CINTAS CORPORATION NO. 2	CH First Aid Supplies	\$19.63	Central Facilities
CINTAS CORPORATION NO. 2	CH Restroom/Mats 01.2022	\$31.12	Central Facilities
CINTAS CORPORATION NO. 2	PW First Aid Supplies	\$699.31	Central Facilities
CINTAS CORPORATION NO. 2	PW Uniform 01.2022	\$50.57	Water Utility Fund
CINTAS CORPORATION NO. 2	PW Uniform 01.2022	\$50.56	Sewer Utility Fund
CINTAS CORPORATION NO. 2	PW Uniform 01.2022	\$91.86	Storm Water Fund
CINTAS CORPORATION NO. 2	PW Uniform 01.2022	\$3.50	Street Light Utility Fund
CORE & MAIN	Ball Curbs/Coupling	\$1,434.75	Water Utility Fund
CORE & MAIN	Protector Caps	\$135.95	Water Utility Fund
CORE & MAIN	Repair Clamp	\$517.21	Water Utility Fund
CORE & MAIN	Valve Box & Curb Box	\$839.51	Water Utility Fund
CORE & MAIN	PVC Sewer Pipes & Caps	\$1,416.44	Sewer Utility Fund
CORE & MAIN	PVC/PVC Glue	\$739.78	Sewer Utility Fund
COREMARK METALS	Metal for Sign Rack	\$573.74	Streets
CRYSTEEL TRUCK EQUIPMENT INC	#43 Pump Start Unit	\$91.41	Streets
CUMMINS SALES AND SERVICE	#8007 Filter/Belt/ O-Ring	\$44.37	Sewer Utility Fund
CUMMINS SALES AND SERVICE	#8007 Gaskets/Tube/Screen	\$117.91	Sewer Utility Fund
CUMMINS SALES AND SERVICE	#8007 Oil Seal	\$50.12	Sewer Utility Fund
DELTA AIRLINES	Snow Conference Airfare	\$329.20	Streets
DELTA AIRLINES	Snow Conference Airfare	\$329.20	Storm Water Fund
DISPLAY SALES COMPANY	US Flags	\$721.00	Streets
DULTMEIER SALES LLC	#8018 Brine Parts	\$109.31	Streets
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$131.22	Administration
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$116.64	Planning
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$77.76	PIR Fund
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$58.32	Safari Island Fund
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$58.32	Water Utility Fund
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$58.32	Sewer Utility Fund
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$58.32	Storm Water Fund

CITY OF WACONIA
Council List-Expenditures-Purchasing Card
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ECM PUBLISHERS INC	Publishing Fees 01.2022	\$58.32	Ice Arena
ELECTRIC PUMP, INC.	Lake St LS Repair	\$4,391.50	Sewer Utility Fund
ENVIROTECH SERVICES INC.	Meltdown Apex	\$2,160.27	Streets
EVERSON HARDWARE HANK	Bar & Chain Oil	\$11.99	Streets
EVERSON HARDWARE HANK	Electrical Supplies	\$87.26	Streets
EVERSON HARDWARE HANK	Spray Paint	\$17.97	Parks
EVERSON HARDWARE HANK	Glass for PW Building	\$219.60	Central Facilities
EVERSON HARDWARE HANK	Cleaning Dispenser Parts	\$10.98	Water Utility Fund
EVERSON HARDWARE HANK	Painting Supplies	\$127.19	Water Utility Fund
EVERSON HARDWARE HANK	Plumbing Parts	\$5.34	Water Utility Fund
EVOQUA WATER TECHNOLOGIES LLC	Bioxide Storage Lease 01.2022	\$1,996.00	Sewer Utility Fund
FASTENAL INDUSTRIAL & CONST	#9030 Latch Kit	\$10.99	Streets
FASTENAL INDUSTRIAL & CONST	Safety Vending Equipment 01.22	\$280.25	Streets
FASTENAL INDUSTRIAL & CONST	Sewer Search Light	\$108.90	Sewer Utility Fund
FERGUSON ENTERPRISES, INC.	Freeze Kit	\$3,828.09	Water Utility Fund
FERGUSON ENTERPRISES, INC.	Hydrant Flushing Equipment	\$4,100.00	Water Utility Fund
FERGUSON ENTERPRISES, INC.	Meter Seal	\$129.78	Water Utility Fund
FERGUSON ENTERPRISES, INC.	New Home/Meter Resale	\$16,936.20	Water Utility Fund
FIRE STORE/WITMER	Sales Tax Refund	-\$43.33	Fire
FRANKLIN PRINTING	Waconia Envelopes	\$115.18	Administration
FRANKLIN PRINTING	Permitting Rubber Stamps	\$130.78	Planning
GFOA	Annual Membership - Ortloff	\$150.00	General Fund
GRAINGER, INC.	Fire Extinguisher Bracket	\$119.42	Fire
H & L MESABI	#42 Blade/Plow Nose	\$458.00	Streets
H & L MESABI	#43 Plow Edges	\$660.00	Streets
H & L MESABI	#2031 Blade Replacements	\$302.00	Parks
HACH COMPANY	Accuvacs for Water Testing	\$145.84	Water Utility Fund
HERC-U-LIFT INC	Pallet Rack Shelf	\$239.64	Streets
HILLYARD INC	WTP #3 Cleaning Supplies	\$381.52	Water Utility Fund
HOLIDAY INN & SUITES	MRWA Conference Lodging	\$318.86	Water Utility Fund
HOLIDAY INN & SUITES	MRWA Conference Lodging	\$329.54	Sewer Utility Fund
HOME DEPOT	Compact Drill/Pliers/Hammer	\$467.28	Streets
HOTSY MINNESOTA	#9016 Tune Up & Soap	\$926.75	Streets
LANO EQUIPMENT, INC.	#179 BPA Sensor	\$1,903.34	Streets
LANO EQUIPMENT, INC.	#2023 Controller & Saw Supplies	\$1,138.85	Streets
LANO EQUIPMENT, INC.	#6009 Wrench/Fan Housing	\$167.95	Streets
LANO EQUIPMENT, INC.	#6024 Chainsaw & Helmet	\$772.55	Streets
LANO EQUIPMENT, INC.	#2035 Plow Blade/Curb Runner	\$1,614.25	Parks
LAWSON PRODUCTS INC	Shop Supplies	\$747.04	Streets
LAWSON PRODUCTS INC	Shop Supplies- Hyd Fittings	\$81.51	Streets
LEAGUE OF MINNESOTA CITIES	MCMA Conference - Fineran	\$575.00	Administration
MACKENTHUN'S FINE FOODS	Storm Water Training Food	\$159.04	Storm Water Fund
MEDIACOM	SI Cable Box Fees 03.06-04.05	\$22.10	Safari Island Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 01.2022	\$8,525.96	Administration
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 01.2022	\$24.48	Streets
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 01.2022	\$2,997.07	PIR Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 01.2022	\$224.00	Water Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 01.2022	\$224.00	Sewer Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 01.2022	\$635.37	Storm Water Fund
MIDWEST MACHINERY CO.	#190 Accessories	\$7,000.00	Capital Equipment Fund
MN FIRE SVC CERT BOARD	Haz Mat & Certification Exam	\$2,895.00	Fire
MN GFOA	Annual Membership - Meyer	\$70.00	Finance
MN GFOA	Annual Membership - Ortloff	\$70.00	Finance
MN NURSERY AND LANDSCAPE	Shade Tree Course - B. McCarth	\$200.00	Parks
MN NURSERY AND LANDSCAPE	Shade Tree Course - H. Rowe	\$200.00	Parks
MN VALLEY ELECTRIC COOP	Electric Service 02.2022	\$114.95	Central Facilities
MN VALLEY ELECTRIC COOP	Electric Service 02.2022	\$609.88	Sewer Utility Fund
MN VALLEY ELECTRIC COOP	Electric Service 02.2022	\$2,918.34	Street Light Utility Fund
MN VALLEY TESTING LABS	Water Testing	\$322.50	Storm Water Fund
MONROE TOWMASTER LLC	#40 Body Prop Hinge Pin	\$40.59	Streets
MONROE TOWMASTER LLC	#52 Cylinder Air	\$211.07	Streets
MOTOROLA SOLUTIONS, INC.	Radio Tanker 11 Replacement	\$3,906.00	Capital Equipment Fund
MTI DISTRIBUTING, INC.	#184 Rear Window	\$705.95	Parks
MTI DISTRIBUTING, INC.	Irrigation Parts Pump Station	\$205.00	Storm Water Fund
NATIONWIDE POWER SOLUTIONS, INC	Battery Replacement	\$1,868.43	Technology
NORTHERN TOOL & EQUIPMENT CO	Heating Torch	\$73.11	Sewer Utility Fund
PRECISE MRM LLC	4G Upgraded Unit	\$60.00	Streets

CITY OF WACONIA
Council List-Expenditures-Purchasing Card
Meeting: April 18, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
PRECISE MRM LLC	Vehicle Data Charge 01.2022	\$432.00	Sewer Utility Fund
PRIVATE PRINT STORE	Business Cards	\$103.84	Planning
PUMP & METER SERVICE	Line Filter for Shop Lifts	\$104.00	Streets
RANDY'S SANITATION	CH Shredding Service 02.2022	\$30.81	Central Facilities
RAPID MARINE	#1110 Prop Repair	\$397.93	Fire
STANDARD SPRING PARTS	#42 Leaf Spring Assembly	\$826.12	Streets
STAPLES CONTRACT & COMMERCIAL, INC.	Address Labels & Sorter	\$30.42	Administration
STAPLES CONTRACT & COMMERCIAL, INC.	Chair Mat	\$29.46	Finance
STAPLES CONTRACT & COMMERCIAL, INC.	Calculator & Desk Shelf	\$100.89	Planning
STAPLES CONTRACT & COMMERCIAL, INC.	Drawer Organizer	\$6.30	Planning
STAPLES CONTRACT & COMMERCIAL, INC.	File Organizer	\$19.15	Planning
STAPLES CONTRACT & COMMERCIAL, INC.	Rubber Bands	\$6.32	Planning
STORMS WELDING & MFG INC	#8018 Hook Liquid	\$61.29	Streets
STRYKER MEDICAL	Lucas Machine Contract 2/22-23	\$1,162.80	Fire
TARGET	Paper Towels for City Hall	\$20.99	Administration
TARGET	Ipad Charging Cords	\$18.23	Fire
TOLL COMPANY	Shop Welding Helmet	\$321.93	Streets
TRI-STATE BOBCAT	#188 Wiper Arm	\$41.25	Parks
ULINE	Easel/Boot Scraper/Mud Chucker	\$426.51	Parks
ULTIMATE SAFETY CONCEPTS, INC.	Line Gauge	\$416.80	Fire
US BANK	Qtr 04-2021 Purchasing Rebate	-\$5,993.18	Finance
USABLUEBOOK	Accuvacs for Water Testing	\$721.93	Water Utility Fund
USABLUEBOOK	Fluoride Accuvacs	\$220.53	Water Utility Fund
USPS	Postage for Council Packet	\$18.10	Administration
USPS	Postage for Packages & Letter	\$7.38	Streets
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$102.46	Administration
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$102.46	Administration
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$116.21	Technology
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$76.23	Technology
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$81.23	Planning
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$81.23	Planning
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$198.45	Fire
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$209.15	Fire
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$114.31	Streets
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$118.51	Streets
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$188.63	Parks
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$192.83	Parks
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$253.87	Water Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$258.17	Water Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$253.87	Sewer Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$258.17	Sewer Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$113.80	Storm Water Fund
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$117.75	Storm Water Fund
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$32.24	Street Light Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$36.19	Street Light Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 01.2022	\$41.22	Ice Arena
VERIZON WIRELESS	City Cell/Aircard Svc 02.2022	\$41.22	Ice Arena
WACONIA CHAMBER OF COMMERCE	Chamber Lunch	\$60.00	Administration
Grand Total		\$98,987.53	

The above bills have been approved for payment at the regular City Council Meeting on April 18, 2022.
Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Use of Streets for UHCCF Century Ride on August 13, 2022
Originating Department:	Administration
Presented by:	Shane Fineran

Previous Council Action (if any):

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

Authorize use of streets and parking lot for UHCCF Century Ride on August 13th, 2022

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

United Health Care Children’s Foundation is coordinating their annual event, UHCCF Century Ride. The route extends into the Waconia area. Routes are guided to touch upon the City of Waconia, including passage through Brook Peterson Park, use of Oak Avenue and County Road 10, and a rest stop at the Ice Arena.

The main focus is to provide approval for the use of Streets, Brook Peterson Park, and validate the event by way of City Council approval for the 100 mile and 62 mile ride routes.

Event organizers will be notifying the Waconia Fire Department, Carver County Dispatch, Carver County Sheriff’s Department, and Ridgeview Ambulance of the event details.

Staff have reviewed and have no additional concerns with the proposed routes and have notified the organizers of the Carver County Fair event likely bringing increased motor vehicle traffic in the area. Bikers must follow the rules of the road, as this is an open course, stop signs and roads will not be closed off and bikers will not have the right of way during the event.

Attachments:

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	ADVISORY BOARD RECOMMENDATIONS:	
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Use of Streets & Facilities for Tour de Tonka Event on August 6, 2022
Originating Department:	Administration
Presented by:	Ann Meyerhoff

Previous Council Action (if any):

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

Authorize use of Streets & Facilities for Tour de Tonka Event on August 6, 2022

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

Minnetonka Community Education is coordinating their annual event, Tour de Tonka. As in past years, the route extends into the Waconia area. The biking routes for the 71, and 100 mile routes flow through Waconia. Routes are guided to touch upon the City of Waconia, including passage through Brook Peterson Park, use of Oak Avenue and County Road 10, and a rest stop at the Ice Arena.

Organizers of the event have paid the fees necessary to utilize the Ice Arena as a rest stop. The main focus is to provide approval for the use of Streets, Brook Peterson Park, and validate the event by way of City Council approval.

Event organizers will be notifying the Waconia Fire Department, Carver County Dispatch, Carver County Sheriff's Department, and Ridgeview Ambulance of the event details.

Staff have reviewed and have no additional concerns with the proposed routes. Bikers must follow the rules of the road, as this is an open course, stop signs and roads will not be closed off and bikers will not have the right of way during the event.

Attachments:

1. [Tour de Tonka 71 mile map.pdf](#)
2. [Tour de Tonka 100 mile map.pdf](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	ADVISORY BOARD RECOMMENDATIONS:
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Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

2022 Tour de Tonka

71-Mile Route

71-Mile Route Starts @ Clear Springs Elementary and Finishes @ MHS

Attention Riders:

- TDT is NOT a race, it is a ride.
- Ride safe and respectfully.
- Do not cross the center line.
- TDT helmet stickers and wristband must be worn at all times.



7:00 a.m. Start

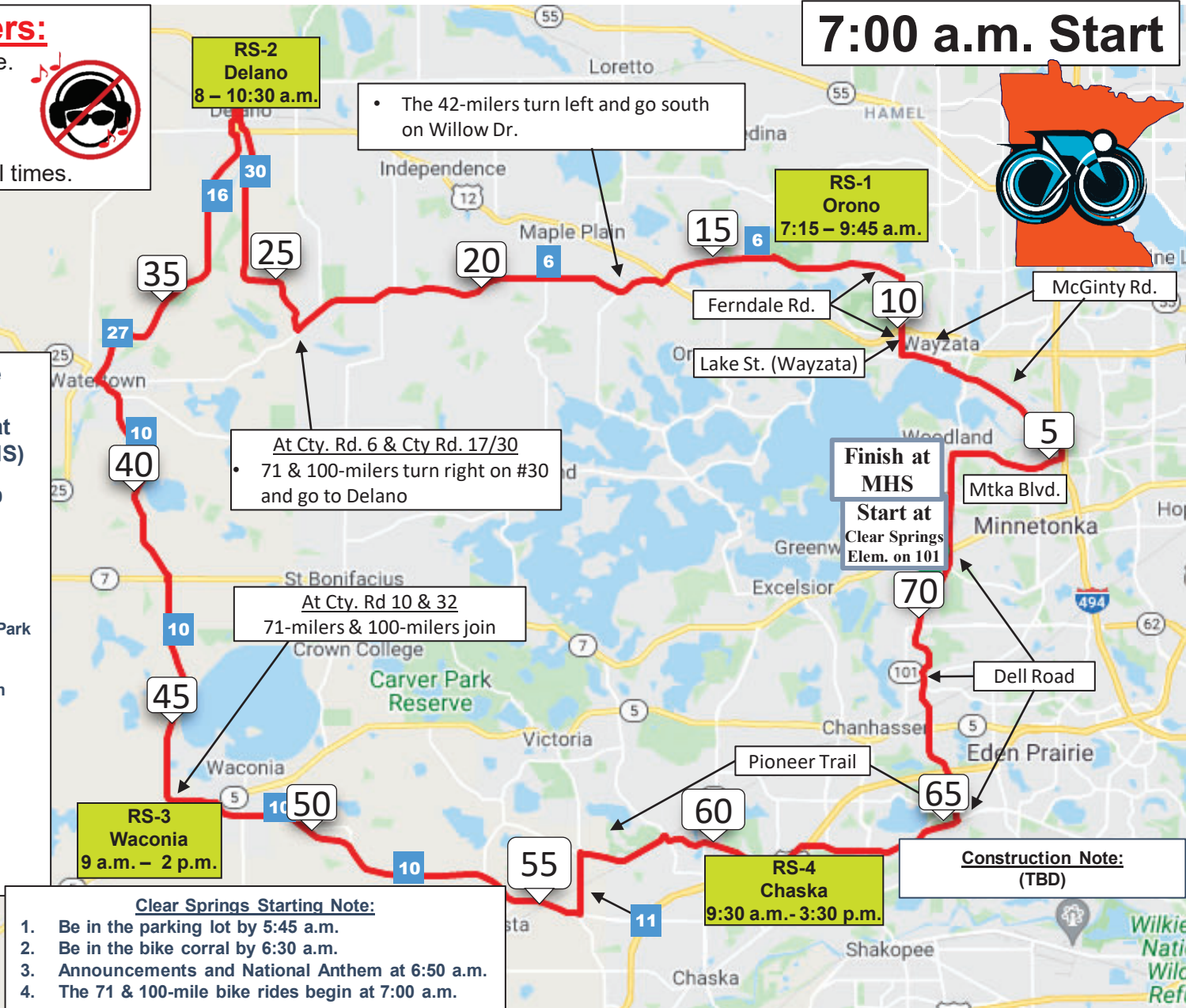
Route: 
 Mile Marker: 
 County Road #: 

71-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
 * route is subject to change

- Rest Stops**
- RS-1** Orono - Trinity Church (13.8-mile mark)
 - RS-2** Delano – Delano Central Park (29.7-mile mark)
 - RS-3** Waconia - Brook Peterson Park Ice Arena (47.1-mile mark)
 - RS-4** Chaska – Pioneer Park (61.1-mile Mark)

TDT HQ – 952-401-6800
Emergency – Call 911



The 42-milers turn left and go south on Willow Dr.

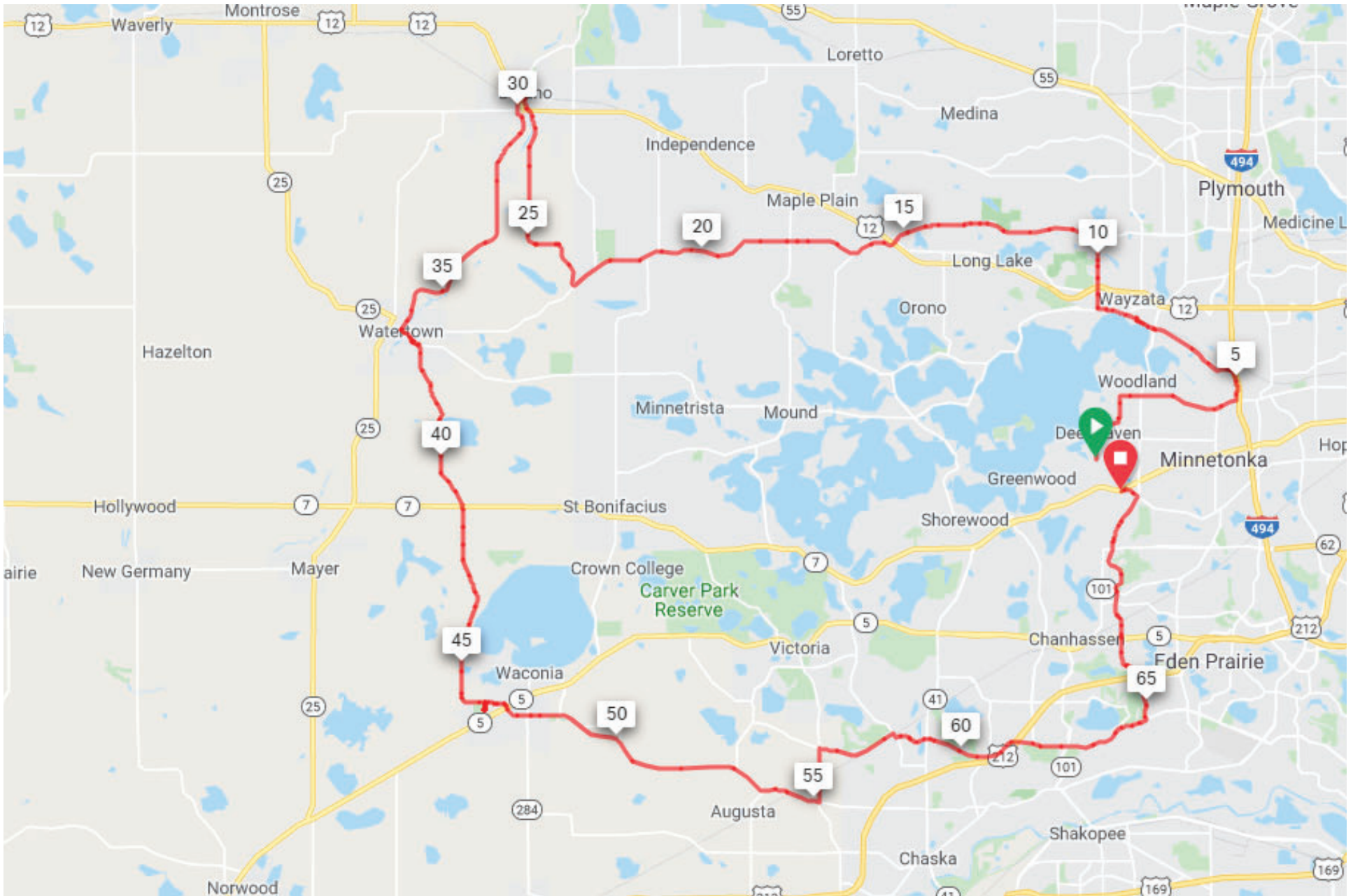
At Cty. Rd. 6 & Cty Rd. 17/30
 • 71 & 100-milers turn right on #30 and go to Delano

At Cty. Rd 10 & 32
 71-milers & 100-milers join

Finish at MHS
Start at Clear Springs Elem. on 101

Construction Note:
 (TBD)

- Clear Springs Starting Note:**
- Be in the parking lot by 5:45 a.m.
 - Be in the bike corral by 6:30 a.m.
 - Announcements and National Anthem at 6:50 a.m.
 - The 71 & 100-mile bike rides begin at 7:00 a.m.







2022 Tour de Tonka 100-Mile Route

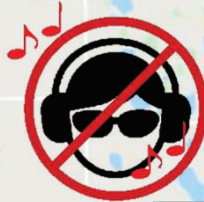
100-Mile Route
Starts @ Clear Springs Elementary and Finishes @ MHS

7:00 a.m. Start

Attention Riders:

- TDT is NOT a race, it is a ride. Ride safe and respectfully.
- Do not cross the center line.
- TDT helmet stickers and wristband must be worn at all times.

Route: 
Cutoff Route: 
Mile Marker: 
County Road #: 



100-mile Cutoff @ 37.3 miles, 10:45 am onto County Road 10. They will now ride 72 miles.

The 42-milers turn left and go south on Willow Dr.

At Cty. Rd. 6 & Cty Rd. 17/30
71 & 100-milers turn right and go to Delano

100-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
* route is subject to change

Rest Stops

- RS-1** Orono – Trinity Lutheran Church (13.8-mile mark)
- RS-2** Delano – Delano Central Park (29.6-mile mark)
- RS-3** Lester Prairie – Village Park (53.3-mile mark)
- RS-4** Waconia - Brook Peterson Park Ice Arena (78-mile mark)
- RS-5** Chaska – Pioneer Park (93.4-mile Mark)

TDT HQ – 952-401-6800
Emergency – Call 911

RS-3
Lester Prairie
9:15 a.m. – 12:15 p.m.

RS-2
Delano
8 – 10:30 a.m.

RS-1
Orono
7:15 – 9:45 a.m.

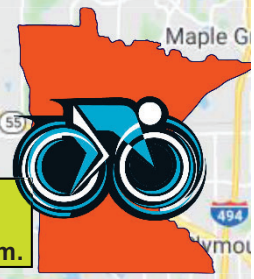
RS-4
Waconia
9 a.m. – 2 p.m.

RS-5
Chaska
9:30 a.m. - 3:30 p.m.

Clear Springs Starting Note:

- Be in the parking lot by 5:45 a.m.
- Be in the bike corral by 6:30 a.m.
- Announcements and National Anthem at 6:50 a.m.
- The 100-mile bike ride begins at 7:00 a.m.

Construction Note:
(TBD)





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Letter of Support - Arboreteum Area Transportation Plan
Originating Department:	Administration
Presented by:	Shane Fineran

Previous Council Action (if any):

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

Motion to approve letter of support

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

State legislation has been introduced for \$20 million of bonding support for the [Arboretum Area Transportation Plan](#). The Southwest Transportation Coalition is soliciting letters of support from member communities to be provided to legislators who serve on the Capital Investment Committees of the house and senate.

This project to be supported by this legislation would include roadway expansion to 4 lanes from Minnewashta Parkway to Trunk Highway 41, and include a bridge over wetlands bisected by Trunk Highway 5.

Attachments:

- [SF3918 Letter of Support 4.18.21.docx](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses: None	ADVISORY BOARD RECOMMENDATIONS:
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Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	



City of Waconia

April 18, 2022

TO: Members of the Capital Investment Committee

RE: SF3918/HF4171 and SF3919/HF4170

Dear Legislator:

I am writing to urge your support for legislation that provides a \$20 million grant to Carver County for important safety and mobility improvements to Trunk Highway 5. Improvements along the Trunk Highway 5 to and in Waconia are critical to the health of our local communities.

Carver County and local partners recently completed the Arboretum Area Transportation Plan which identifies the Highway 5 Mobility project as part of the long-range vision for planning for significant growth within the Twin Cities Metropolitan Area.

Highway 5 provides access to the Minnesota Landscape Arboretum - a nationwide destination for 500,000 annual visitors with growth plans expected to attract an additional 100,000 visitors per year. In addition, Highway 5 serves as a major freight and commuter corridor. The Highway 5 Mobility Project allows the Arboretum and the Cities of Chanhassen, Chaska, Victoria, and Carver County to realize their full growth potential for jobs and housing and takes incremental steps to improving the transportation network to Waconia.

The project will include roadway expansion to 4 lanes, a 1,900 ft long bridge to elevate the roadway and reconnect Lake Minnewashta, a pedestrian underpass under Highway 5 to connect to the Regional Trail and capacity improvements at the Highway 5 and Highway 41 intersection.

Today, Highway 5 is traveled by 7,000 vehicles (800 heavy commercial) a day, experienced 65 crashes from 2014-2018 (3x state average) and will see 180,000+ hours/year peak period delay by 2040. Today there are often 2-mile backups on Highway 5 due to congestion. The Highway 5 Mobility project will reduce delays and improve safety in this heavily traveled and important corridor for the region.

I am writing to urge you to support legislation (SF3918/HF4170) which provides \$20 million for a grant to Carver County to complete the preliminary engineering, environmental documentation, final design, right-of-way acquisition, and construction of improvements to marked Trunk Highway 5 from

City Hall
201 South Vine Street
Waconia, MN 55387
952-442-2184

Public Services
310 10th Street East
Waconia, MN 55387
952-442-2615

Fire Station
26 Maple Street South
Waconia, MN 55387
952-442-2316

Safari Island Community Center
1600 Community Drive
Waconia, MN 55387
952-442-0695

Ice Arena
1250 Oak Avenue
Waconia, MN 55387
952-442-RINK (7465)

www.waconia.org

Minnewashta Parkway to marked Trunk Highway 41 in the city of Chanhassen. This bill will fund the mainline highway expansion, cross streets, off-street trails, a bridge over Lake Minnewashta wetlands, utility relocations, and installations.

Thank you for your consideration of this important capital project for inclusion in this year's capital budget bill.

Sincerely,

Kent Bloudek
Mayor



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts
Originating Department:	Finance
Presented by:	Nicole Meyer

Previous Council Action (if any):

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

Adopt Resolution 2022-xx, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council

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

The City of Waconia received several cash donations for fire safety and prevention efforts. The following parties donated to the City’s fire department for these efforts:

Youngstedts Inc. - \$100.00

Larkin Electric - \$50.00

With the Council’s acceptance of these donations, staff will recognize the donation as revenue in the fire department’s 2022 budget. The City works with the National Fire Safety Council for fire prevention materials and information. The donations received will be passed thru to them so they can assist the department in future efforts.

Attachments:

1. [22115Res_Donations_Received_Fire_04.18.22_National_Fire_Safety.doc](#)

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
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Funding Sources & Uses: General Fund - Fire (101)	
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Budget Information: <input type="checkbox"/> Budgeted <input checked="" type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-115**

**RESOLUTION ACCEPTING CASH DONATIONS FOR FIRE SAFETY AND PREVENTION
EFFORTS AND APPROVING PASS THRU TO THE NATIONAL FIRE SAFETY COUNCIL**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Youngstedts Inc.	Cash Donation for Fire Safety/Prevention	\$100.00
Larkin Electric	Cash Donation for Fire Safety/Prevention	\$50.00

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

WHEREAS, donations will be passed thru to the National Fire Safety Council for their efforts in providing the City with fire safety and prevention materials; and

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

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

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

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 18, 2022					
Item Name:		Donation Acceptance - Cash Donations for Operations of the Fire Department					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)							
Adopt Resolution 2022-116, Accepting Cash Donations for Operations of the Fire Department							
EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)							
<p>The City received the following donations for operations of the fire department.</p> <p>Bruce & Mary Anderson - \$350.00 Bob Schwichtenberg Memorial - \$20.00</p> <p>With the Council's acceptance of the donation, staff will recognize the donation as revenue in the fire department's 2022 budget.</p> <p>Attachments:</p> <p>1. 22116Res_Donations_Received_Fire_04.18.22.doc</p>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund - Fire (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
<input checked="" type="checkbox"/> Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-116**

**RESOLUTION ACCEPTING CASH DONATION FOR OPERATIONS OF THE FIRE
DEPARTMENT**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Bruce & Mary Anderson	Cash	\$350.00
Bob Schwichtenberg Memorial	Cash	\$20.00

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

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

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

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

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Accepting Donation and Pass Thru Recommendation
Originating Department:	Finance
Presented by:	Nicole Meyer

Previous Council Action (if any):

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

Adopt Resolution 2022-117, Accepting Donation and Approving Pass Thru Recommendation

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

The City received a donation from the Waconia Fire Department Gambling Board totaling \$2,606.00. The gambling board approved this donation as a pass thru for the following purpose:

- Donation to the City of Waconia to fund expenditures related to new ATV lighting package

With the Council’s acceptance of the donation and recommended purpose for pass thru from the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the Capital Equipment Fund 2022 budget.

Attachments:

1. [22117res Gambling_Donation_Resolution \(2\).doc](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses: Capital Equipment Fund (105)	ADVISORY BOARD RECOMMENDATIONS:
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Budget Information: <input type="checkbox"/> Budgeted <input checked="" type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-117
RESOLUTION ACCEPTING DONATION AND PASS THRU RECOMMENDATION**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department/Fund</u>
Waconia Fire Gambling Board	Check	\$2,606.00	Capital Equipment Fund

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

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

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

- Donation to the City of Waconia to fund expenditures related to new ATV lighting package

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

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

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Accept Grant Funds - Carver County CGPI Pre-Development
Originating Department:	Administration
Presented by:	Shane Fineran
Previous Council Action (if any):	Resolution 2022-78, Authorize Engagement with WSB for Small Area Plan

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

Adopt Resolution 2022-118, Accepting Grant Funds

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

Previously the City Council approved engagement with WSB for the development of a small area plan for future commercial and industrial development in our growth area.

The Carver County CDA supports pre-development planning by municipalities through grant programs of the Community Growth Partnership Initiative and have awarded the city \$7,500 in grant funds to support this work.

Attachments:

1. [22118res_CDA_Predevelopment_Grant_Funds.doc](#)
2. [Waconia Pre-development Grant Agreement.pdf](#)

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

**CITY OF WACONIA
RESOLUTION NO. 2022-118**

**RESOLUTION ACCEPTING GRANT PROCEEDS FROM CARVER COUNTY CDA
FOR PRE-DEVELOPMENT PLANNING**

WHEREAS, the City Council approved the development of a small area plan for future industrial and commercial areas of the community via Resolution #2022-78; and

WHEREAS, the Carver County Community Development Authority supports pre-development planning by municipalities through grant programs of the Community Growth Development Initiative; and

WHEREAS, the City of Waconia was awarded \$7,500 in grant funds to support the effort of completing the small area plan; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby graciously accepts the grant proceeds of \$7,500 and authorizes the City Administrator to execute the grant agreement.

Adopted by the City Council of the City of Waconia this 18th day of April 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM

PRE-DEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT entered into this 5th day of April, 2022 by and between the Carver County Community Development Agency, a public body corporate and politic (the "Agency"), and the City of **Waconia**, a political subdivision of the State of Minnesota (the "Grantee").

WHEREAS, pursuant to Resolution No. 15-15, the Agency has established the Community Growth Partnership Initiative Grant Program (the "Program") to improve the tax base and quality of life in Carver County by assisting municipal redevelopment efforts and promoting the development of living wage jobs and affordable housing; and

WHEREAS, the activities to be undertaken under the Program are all activities that the Agency could undertake directly pursuant to *Minnesota Statutes*, §§469.001 to 469.047 and 469.090 to 469.1082; and

WHEREAS, this Agreement shall constitute a cooperation agreement between the parties, as contemplated by *Minnesota Statutes*, §§469.041, clause (8) and 469.101, subdivisions 5 and 14; and

WHEREAS, the Grantee submitted an application for a Pre-development Grant (the "Application") in response to a request for proposals issued by the Agency and will use the grant funds made available under this Agreement to help fund the pre-development project identified in Attachment A (the "Project"); and

WHEREAS, the Agency has concluded that the Grantee has the necessary expertise, skill and ability to successfully complete the Project and that the Project is in the best interests of the Agency and will positively contribute to meeting the goals of the Program; and

WHEREAS, the Grantee is a municipality of Carver County that is supportive of the Agency's mission and of the development of affordable housing, Community Development; and

WHEREAS, the Agency agrees to provide grant funds to the Grantee pursuant to the Program and Resolution No. 22-09, subject to the terms, conditions, and clarifications hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein, the Agency and the Grantee agree as follows:

ARTICLE 1: TERMS OF GRANT

1.01 Grant Amount: The Agency agrees to provide a grant to the Grantee in the amount of **seven thousand five hundred (7,500.00)** (the "Grant") from the Program upon the terms and conditions and for the purposes set forth in this Agreement.

1.02 Match Requirement: The Grantee shall match the total Grant amount received from the Agency based upon the expenditure of one dollar (\$1.00) of Grantee funds ("Matching Funds") for each one dollar (\$1.00) of Grant funding. Such Matching Funds shall (a) constitute the actual expenditure of Grantee funds on the Project described in Attachment A and not "in kind" contributions and (b) be in balance at the time of each Grant disbursement pursuant to Section 1.06 hereof. The source and amount of Matching Funds shall be identified by the Grantee in each Reimbursement Request, as described in Section 1.06.

1.03 Use of Funds: The Grantee agrees to use the proceeds of the Grant solely for the purposes and activities described in Attachment A. A Project summary that identifies eligible uses of Grant proceeds, as approved by the Agency, is contained in Attachment A ("Eligible Uses").

1.04 **Grant Term:** The Project shall be completed in a timely manner and all Grant funds will be expended upon eighteen (18) months of the date of this Agreement, **October 5th, 2023** (the “End Date”). For purposes of this Agreement "Completed" means submission of the final planning report to the Agency.

1.05 **Term Extension:** The End Date may be extended beyond the original End Date at the sole discretion of the Executive Director of the Agency. The Grantee must submit any extension request in writing at least thirty (30) calendar days prior to the End Date (a) stating the reason for the extension request, (b) providing a proposed new End Date and (c) describing in reasonable detail proposed changes to the Project activities and budget, if any. The End Date may be extended only once and the extension shall not exceed one (1) year beyond the original End Date.

1.06 **Disbursement of Grant Funds:** The Agency will disburse Grant funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Agency by the Grantee upon forms provided by the Agency and accompanied by (a) copies of bills and invoices from third parties for which Grantee seeks reimbursement and (b) proof of expenditure of Matching Funds in an amount at least equal to the amount of the Reimbursement Request. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Agency will disburse the requested amount to the Grantee within fourteen (14) days after receipt of each Reimbursement Request.

1.07 **Release of Unused Grant Funds:** Upon the earlier of (a) Completion of the Project or (b) the End Date (the "Grant Release Date"), any Grant funds not previously disbursed to the Grantee for any reason shall be automatically released from the terms of this Agreement.

ARTICLE 2: ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

2.01 **Accounting and Records:** The Grantee agrees to accurately and completely establish and maintain detailed accounts and records relating to the receipt and expenditure of all Grant funds received under this Agreement. Such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the Grant Release Date. Such financial records shall sufficiently evidence the nature and expenditure of all Match Funds required. Accounting methods shall be in accordance with generally accepted accounting principles.

2.02 **Audits:** The accounts and records of the Grantee described in Section 2.01 shall be audited in the same manner as all other accounts and records of the Grantee and may, for a period of six (6) years following the Grant Release Date, be inspected on the Grantee’s premises by the Agency or individuals or organizations designated by the Agency, upon reasonable notice thereof to the Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with State law.

2.03 **Report Requirements:** The Grantee shall periodically report to the Agency regarding the status of Project activities and the expenditures of the Grant funds. Reports are due on each May 31st and November 30th during the Grant term, as defined in Section 1.04. A final report is due sixty (60) days following the Grant Release Date. This reporting requirement and all others required in this Agreement shall survive the termination or expiration of this Agreement.

2.04 **Public Bidding:** The Grantee, in the expenditure of Grant funds, shall at all times comply with the requirements of *Minnesota Statutes*, §§469.015 and 471.345.

ARTICLE 3: GRANTEE REPRESENTATIONS AND WARRANTIES

3.01 **Authority:** Grantee warrants that it is duly organized under applicable laws of the State of Minnesota and that it has authority to execute, deliver, and perform its obligations under this Agreement.

3.02 **Use of Grant Funds:** Grantee warrants that it shall use the proceeds of the Grant solely for Eligible Uses in accordance with Section 1.03 hereof.

3.03 Acknowledgements: The Grantee shall acknowledge the assistance provided by the Agency and Carver County in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the Grant funds. The acknowledgement should contain the following language: "Financing for this project was provided by the Carver County CDA Community Growth Partnership Initiative Grant Program and support from Carver County".

3.04 Assignment: Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Agency, which said consent may be withheld at the Agency's sole discretion. Any non-approved transfer, assignment or conveyance shall be void.

3.05 Indemnification: Grantee shall defend, hold harmless and indemnify the Agency and its elected and appointed officials, officers, agents and employees from and against all claims, liability, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified, or held harmless. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Agency of any immunities or limits on liability provided by applicable State law.

ARTICLE IV: DEFAULT AND REMEDIES

4.01 Default Defined: The term "Default" shall mean, whenever it is used in this Agreement (a) any failure by the Grantee to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder or (b) any material breach of any representation set forth herein.

4.02 Remedies: Whenever a Default occurs, the Agency may immediately, without notice, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of a Default, but only if the alleged Default has not been cured within said thirty (30) days or, if the alleged Default cannot be cured within said thirty (30) days, within such time as is reasonably determined by the Agency as necessary to cure (assuming Grantee diligently pursues such cure), the Agency may (a) terminate this Agreement by written notice, upon which all non-disbursed Grant Funds shall be released, and/or (b) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

4.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

4.04 No Additional Waiver Implied by One Waiver: In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Agency, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5: GENERAL PROVISIONS

5.01 Amendments: The Agency and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Agency and the Grantee.

5.02 Equal Opportunity: The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.03 Conflict of Interest: The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.04 Severability: If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

5.05 Time: Time is of the essence in the performance of the terms and conditions of this Agreement.

5.06 Contacts: Reimbursement Requests, written reports and correspondence submitted to the Agency pursuant to this Agreement shall be directed to:

Carver County CDA
Attn: Julie Frick, Executive Director
705 North Walnut Street
Chaska, MN 55318

Any notice, demand, or other communication under the Agreement to the Grantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Grantee at:

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

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

5.07 Warranty of Legal Capacity: The individuals signing this Agreement on behalf of the Grantee and on behalf of the Agency represent and warrant on the Grantee's and the Agency's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Agency's behalf, respectively and that this Agreement constitutes the Grantee's and the Agency's valid, binding and enforceable agreements.

5.08 Counterparts: This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in proving the existence, validity or content of this Agreement.

IN WITNESS WHEREOF, the Grantee and the Agency have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Agency.

Agency: The Carver County Community
Development Agency

By: _____
Julie Frick, Executive Director

Grantee: City of Waconia

By:  _____
Its: City Administrator

Dated: _____

Dated: 4/6/2022



Community Growth Partnership Initiative 2022 Pre-development Grant Application

Project name:

Applicant:

Contact name:

Contact email and phone:

Authorized official for contract execution (name and title)

Request amount:

Project Summary for which Pre-development funds are sought:

The city would like to complete a small area plan for approximately 60 acres of land wholly surrounded by the city. This area is guided for future commercial and industrial use per our comprehensive plan. This effort would help to create a vision for the community as to the type and size of lots that could be developed based on land use, transportation network planning through the area to Hwy 5, CSAH 10, and local streets, as well as utility routing.

1. Project/ Site Information

1a. Site address(es)/site boundaries if a larger area:

1b. Site size: Number of parcels:

1d. Current site owner(s):

1f. Post development site owner(s) if different:

1g. Current taxable market value of the site:

1h. How many residential buildings are on the site: How many are vacant:
 How many commercial buildings are on the site: How many are vacant:

1i. Provide a brief history of the site (include such things as types of uses, activities, contamination, other attempts at development).

This area currently sits outside of municipal limits but is bounded on all sides by the City of Waconia. Per the comprehensive plan this area is guided for future industrial and commercial land use. Currently, the city has no available industrial lots available for development in inventory and this is the next closest and easiest to serve area by existing transportation and utility networks.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022						
Item Name:	Authorize Execution of Master Partner Contract						
Originating Department:	Public Services						
Presented by:	Craig Eldred						
Previous Council Action (if any):	None						
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.)*
 Adopt Resolution 2022-119, Authorizing Approval of Execution of Master Partnership Contract With Minnesota Department of Transportation, MnDOT Contract Number 1050228

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*
 Annually the City and MnDOT renew their Master Partnership Contract reflective of technical services and contract type items for items related to the MnDOT corridor's within the Waconia community.
 This contract will become effective on July 1, 2022 and last through June 30, 2027.
 Attached Council Members will find the Master Partnership Contract and Exhibit A including a Table of Technical Services detailed for this period.
 The request included signatures by the City Administrator and Mayor to execute the contract.
 Staff recommend approval of this request.

- Attachments:**
- [1. 22119res Master Resolution City of Waconia.doc](#)
 - [2. Master Partnership Contract MnDOT.pdf](#)
 - [3. MPC MnDOT Technical Services.pdf](#)

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

**CITY OF WACONIA
RESOLUTION NO. 2022-119**

RESOLUTION AUTHORIZING APPROVAL OF EXECUTION OF MASTER PARTNERSHIP CONTRACT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION; MnDOT CONTRACT NUMBER 1050228

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the following.

1. That the City of Waconia upon City Council approval is authorized to enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council; and
2. That the proper City Administrator & Mayor are authorized to execute such contract, and any amendments thereto.
3. That the City Administrator and Public Services Director are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Administrator and City Public Services Director and or City Engineer may execute such work order contracts on behalf of the City of Waconia without further approval by this City Council.

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Waconia City, acting through its City Council, in this contract referred to as the "Other Party."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.
 - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
 - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
 - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
 - MnDOT
 - Attn: Cash Accounting
 - RE: MnDOT Contract Number 1050228W[XX] and Invoice Number: 00000[#####]
 - (see note above)
 - Mail Stop 215
 - 395 John Ireland Blvd
 - St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. **State's Authorized Representative and Project Manager**
 - 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
 - 9.2. The State's Project Manager will be identified in each work order contract.
10. **Other Party's Authorized Representative and Project Manager**
 - 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
 - 10.2. The Other Party's Project Manager will be identified in each work order contract.
11. **Assignment, Amendments, Waiver, and Contract Complete**
 - 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
 - 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
 - 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
 - 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.
12. **Liability**
 - 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.
13. **State Audits**
 - 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.
14. **Government Data Practices and Intellectual Property**
 - 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
 - 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit A – Table of Technical Services
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2819	Bridge Curb, Walk And Railing	
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2828	Bridge Inspection-Federal Fund	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2824	Bridge Inspection-Non-Federal Bridge Management System	
1421	Operation/Administration/Data	
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance). All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2829	Bridge Superstructure	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2316	Brush & Tree Removal	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0032	Business Unit Management	Use for frequency coordination done with APCO, AASHTO or FCCA.
3000	Class Of Frequency Coordination	

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector's sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct sheer, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Execute Warranty & Maintenance Agreement
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	November 15, 2021; Approval of Lease Sweeper Acquisition Agreement Execution With MacQueen Equipment & Bell Bank & Norwood Young America

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

Adopt Resolution 2022-120, Authorizing Approval of Executing Lease Sweeper Warranty & Maintenance Agreement with MacQueen Equipment

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

As noted Council previously approve this agenda action item. However staff wanted to provide further details of the varied agreements and action items taking place as part of the sweeper lease agreement elements.

Focus of this agenda item is the warranty and maintenance attributes to maintain the leased sweeper by agreement to a value meeting the forecasted final payment assumed by MacQueen Equipment. Annual warranty and maintenance costs are valued at \$8,200.00 over the six-year period. This value includes a thorough inspection of equipment needs and limited repair items but not those that are worn and assumed frequent replacement items such as gutter brooms and main brooms. Costs of these activities are shared with Norwood Young America as part of the Equipment Use Agreement previously approved. It should be noted, that comment changes provided by Council were made and the final agreement document. That agreement will be executed as approved by the Mayor once the lease numbers and maintenance & warranty costs are entered into that agreement.

Execution of the agreement with MacQueen is necessary to denote the City will maintain by agreement the leased sweeper and that MacQueen will make the final payment of the lease to Bell Bank.

Staff recommend approval of this request of City Council action.

Attachments:

1. [22120res MacQueen_Warranty__Maint._Agreement_Waconia_Res.doc](#)
2. [Waconia Agreement MacQueen Equipment.pdf](#)

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

**CITY OF WACONIA
RESOLUTION NO. 2022-120**

**RESOLUTION AUTHORIZING APPROVAL OF EXECUTING LEASE SWEEPER
WARRANTY & MAINTENANCE AGREEMENT WITH MACQUEEN EQUIPMENT**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, the City Council previously approved the execution staff desired to provide further details of the warranty and maintenance agreement; and

WHEREAS, programmed warranty and maintenance payments are of the amount of \$8,200.00 for a period of six-years; and

WHEREAS, focus of this agreement is to maintain value of the equipment upon the lease end date which MacQueen Equipment pays off the balloon payment of the lease with Bell Bank; and

WHEREAS, the Public Services Director is authorized to execute the Warranty & Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of executing Lease Sweeper Warranty & Maintenance Agreement with MacQueen Equipment.

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

April 11th, 2022

EXTENDED SERVICE PLAN / BUY BACK AGREEMENT

The intent of this agreement is to describe special terms and conditions for City of Waconia to purchase with a vendor Extended Service Plan, Pelican NR Waterless Sweeper. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life while ensuring the equipment retains its value for MacQueen to meet the agreed upon buy back provisions contained in this document.

DEFINITIONS:

- The term "you" shall mean the City of Waconia.
 - The term "MacQueen" shall mean MacQueen Equipment, LLC, the dealer who represents the manufacturer of the equipment being proposed.
 - The term "Public Works" shall mean City of Waconia's Public Works Department Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
 - The term "MacQueen Principal" shall mean the principal person or his/her designated representative of MacQueen, whom this contract shall apply.
 - The term "in-service date" shall mean the date MacQueen Equipment places the unit in operation.
 - The term "agreement" shall mean all the parameters and provisions contained in this Warranty & Maintenance Agreement.
-
1. The training will require a minimum of one (1) day. Training will cover proper equipment operation and daily maintenance processes and procedures. City of Waconia is responsible to ensure ALL operators of said equipment will be present for training. Allowing untrained personnel to operate equipment could result in damage to equipment and may void this agreement.

IOWA
4607 SE Rio Court
Ankeny, IA 50021
515-289-9994

MINNESOTA
1125 7TH Street East
St. Paul, MN 55106
800-832-6417

NEBRASKA
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

WISCONSIN
N60 W15835 Kohler Ln
Menomonee Falls, WI
53051
262-252-4744

2. City of Waconia is responsible for providing daily maintenance, repairs/replacement, and lubrication in accordance with instructions from MacQueen and/or the manufacturer due to wear and tear as a result of routine use. Items include the following:

- a. Check Engine Oil Level/Pressure
- b. Check Hydraulic Oil Level-Sight Tube
- c. Check Engine Coolant Level
- d. Check Tire Inflation Pressure
- e. Check Windshield Washer Fluid
- f. Drain Engine Fuel Water Separator (2)
- g. Grease Main Broom Bearing RH Side Only
- h. Grease Lower Conveyor Roller Bearing (RH & LH)
- i. Grease Upper Conveyor Roller Bearing (RH & LH)
- j. Grease Sprung Guide Wheel
- k. Check Back-Up Alarm for Proper Operation
- l. Grease Side Broom Tilt Pivot
- m. Check Front Cross- View Mirrors for Proper Adjustment
- n. Check Main Broom Wear/Pattern
- o. Check Side Broom Wear/Pattern
- p. Check Air Filter Restriction
- q. Wash Down Entire Machine
- r. Wash/Flush Out Lower Conveyor Roller
- s. Check Conveyor Belt Tension & Tracking
- t. Check Burp Flap for Obstruction (Waterless Only)
- u. Grease Guide Wheel Cylinder Rod End Bearings (4)
- v. Check Auto Lube Reservoir for Proper Grease Level Fill If Needed

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53051
262-252-4744

City of Waconia is also responsible for providing the insurance, and operator(s) of the Pelican NR Waterless Sweeper. Only approved Original Equipment Items (OEM) are to be utilized for service and repairs and will be supplied by MacQueen at fleet pricing. Failure to use approved OEM parts may void agreement.

3. MacQueen Equipment, LLC is responsible for the cost of parts and labor for the following item repairs and maintenance in accordance with this agreement. City of Waconia will be responsible for the cost of any service and/or repairs due damage caused by operator error, misuse, or carelessness:

- a. Inspect Spray Water Pump
- b. Inspect Spray Water Filter
- c. Lubricate Hopper Door Hinge
- d. Replace Drive Wheel Oil (2)
- e. Inspect & Clean Engine Radiator Cooling Fins
- f. Inspect & Clean AC Condenser Cooling Fins
- g. Grease Shaker Bar Bearings (Waterless Only)
- h. Grease Gutter Broom Links
- i. Inspect Engine Air Intake System
- j. Inspect Engine Drive Belt
- k. Grease Guide Wheel Bearing Hub (2)
- l. Grease Guide Wheel Housing Pivot Bearings
- m. Check Engine Coolant Temperature Range & CCA
- n. Check Drive Wheel Hub Oil Level (2)
- o. Inspect Dust Filter (Waterless Only)
- p. Service Coolant & Radiator Per Aux Engine Operator Manual
- q. Replace Hydraulic Oil Filter Element
- r. Drain, Visually Inspect & Refill Hydraulic Reservoir
- s. Replace Hydraulic II Reservoir Breather
- t. Inspect Turbocharger
- u. Inspect Engine Radiator Fan & Hub
- v. Inspect & Clean Battery

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WISCONSIN
N60 W15835 Kohler Ln
Menomonee Falls, WI
53051
262-252-4744

****Note:** All items above (Parts & Labor) will be covered under the Extended Service Plan Agreement. Not all services will be performed during each visit. Services performed each visit will be based on equipment usage as recommended by manufacturer.

4. This agreement shall be in effect for a period of (6 years). Time will be measured in calendar years from the "In-Service" date.



MACQUEEN HEADQUARTERS
 1125 7TH Street East
 St. Paul, MN 55106
 800-832-6417

5. Warranty & Maintenance Agreement Rate: **\$8,200 per unit annually**. Year one to be added to equipment invoice upon delivery. MacQueen will invoice the City of Waconia on the anniversary of the "In-Service" date each subsequent year of this agreement.

PURCHASER

City of Waconia
 201 S Vine St
 Waconia, MN 55387

Signature: _____

Name: _____

Title: _____

DEALER

MacQueen Equipment, LLC
 1125 7th St E
 St. Paul, MN 55106

Signature: _____

Name: _____

Title: _____

IOWA
 4607 SE Rio Court
 Ankeny, IA 50021
 515-289-9994

MINNESOTA
 1125 7TH Street East
 St. Paul, MN 55106
 800-832-6417

NEBRASKA
 5360 Alvo Road
 Lincoln, NE 68514
 402-435-0061

WISCONSIN
 N60 W15835 Kohler Ln
 Menomonee Falls, WI
 53051
 262-252-4744

REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into as of this ___ day of, _____ 2022 by and between MacQueen Equipment LLC, with its principal place of business at 1125 7th St E, St. Paul, MN 55106 ("Dealer") and City of Waconia (Purchaser).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dealer and Purchaser hereby agrees as follows:

1. Repurchase: Upon expiration of the Usage Period of 6 years, should the Purchaser (City of Waconia) have successfully executed the Extended Service Agreement for consecutive years beginning in year one (1) through year six (6), Dealer (MacQueen Equipment) will then repurchase the Pelican NR Waterless Sweeper at a guaranteed price listed in Exhibit B. Should the Purchaser not successfully execute the provisions of this Extended Service Agreement for consecutive years beginning in year one (1) through year six (6) the Repurchase Agreement shall then be deemed null and void. Upon buyback of the unit listed in Exhibit B, should the Purchaser (City of Waconia) need to purchase a new

sweeper and choose an Elgin Product then the Purchaser (City of Waconia) shall repurchase using a similar to exact procurement contract (MNDOT) from MacQueen Equipment

2. Delivery: Dealer shall obtain possession of and deliver Vehicle for repurchase to Dealer's location set forth above or such other location as Dealer may designate. The date of delivery of the Vehicles to such location shall be the "Delivery Date".
3. Price: The price of the repurchased Vehicle (the "Repurchase Price") shall be (\$89,220.15) as set forth in Exhibit B attached hereto.
4. Title: Title for each Vehicle will be sent to Dealer or its authorized representative within 10 business days of receipt by Lessee of the Repurchase Price as defined above, in good funds. Title to each Vehicle shall be free and clear of any liens or encumbrances.
5. Transportation Charges: Dealer shall be responsible for arranging transportation of each Vehicle for delivery to the address set forth above or other location designated by Dealer as provided herein.
6. Sole Parties: This Agreement is made exclusively for the benefit and solely for the protection of the Dealer and Lessee.
7. Binding Effect and Amendment: Purchaser shall have no right to assign any of the Purchaser's rights hereunder without the prior written consent of Dealer in its reasonable discretion. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. This Agreement may be amended, altered or changed only by an instrument in writing signed and approved by Dealer and Lessee.
8. Applicable Law: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota without regard to conflicts of law principles.
9. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which constitute one and the same instrument. Furthermore, the parties agree that this Agreement may be executed and delivered by means of facsimile and that any such faxed signature shall be effective and binding on the parties so signing.
10. Entire Agreement: This Agreement, the Assignment, and the exhibits attached hereto and thereto, respectively, constitute the entire Agreement of Dealer and Lessee concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.
11. Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to

IOWA
4607 SE Rio Court
Ankeny, IA 50021
515-289-9994

MINNESOTA
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262-252-4744



MACQUEEN HEADQUARTERS
 1125 7TH Street East
 St. Paul, MN 55106
 800-832-6417

be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

PURCHASER

City of Waconia
 201 S Vine St
 Waconia, MN 55387

Signature: _____

Name: _____

Title: _____

DEALER

MacQueen Equipment, LLC
 1125 7th St E
 St. Paul, MN 55106

Signature: _____

Name: _____

Title: _____

IOWA
 4607 SE Rio Court
 Ankeny, IA 50021
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 53051
 262-252-4744

EXHIBIT B

Year	Manufacturer	Model	Body Serial #	Repurchase Amount
2022	Elgin	Pelican Waterless	NR42287	\$89,220.15



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Authorize Execution of Lease Sweeper Agreement
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	November 15, 2021; Approval of Lease Sweeper Acquisition Agreement Execution with MacQueen Equipment & Bell Bank & Norwood Young America

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

Adopt Resolution 2022-121, Authorizing Approval of Lease Sweeper Acquisition Agreement Execution with Bell Bank of 15490 101st Avenue North, Suite 200, Maple Grove, Minnesota

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

As noted Council had previously approved this action request without full final financial details. Staff desired to provide the financial items and note actions to be included as part of the programmed sweeper lease period. The City Administrator and Finance Director will execute certain documents as part of the lease agreement processes with Bell Bank. Funds for this lease are assumed within the Storm Water Operations budget similar to our previous lease with costs split accordingly with Norwood Young America per the recently approve agreement. That said agreement will be finalize as part of this process, since acquiring all of the associated costs. The Mayor will execute that document as previously approved.

As approved the purchase amount of the sweeper is \$297,795.50. Interest rate provided has slightly increase since our last discussion to 4.09% for the six-year period. Final Payment assumed by MacQueen Equipment by agreement is \$89,220.15.

Below are the annual payments, which are shared with Norwood Young America based upon use:

Year 1	\$41,974.51
Year 2	\$31,313.05
Year 3	\$32,618.03
Year 4	\$33,972.41
Year 5	\$35,393.43
Year 6	\$36,868.47

This particular lease program allows Waconia and Norwood Young America to meet MS4 requirements and off-set multiple pollution impacts to our receiving waters. As a waterless unit our staff can perform winter sweeping and initiate spring sweeping prior to full-melt of snow. Leasing has eliminated previous street sweeping costs of newly applied chips for chip-sealing of streets.

Staff recommends approval allowing the City Administrator and Finance Director to execute certain required documents for the lease of the sweeper and to make said payments per the agreement for year one.

Attachments:

1. [22121res Bell_Bank_Sweeper_Lease_Agreement_Waconia_Res.doc](#)
2. [City of Waconia Lease.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

ADVISORY BOARD RECOMMENDATIONS:

Storm Water, Equipment Leasing

Budget Information:	Planning Commission	
<input checked="" type="checkbox"/> Budgeted	Parks and Recreation Board	
<input type="checkbox"/> Non Budgeted	Safari Island Advisory Board	
<input type="checkbox"/> Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-121**

**RESOLUTION AUTHORIZING APPROVAL OF LEASE SWEEPER ACQUISITION
AGREEMENT EXECUTION WITH BELL BANK OF 15490 101ST. AVENUE NORTH, SUITE
200, MAPLE GROVE, MINNESOTA**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, the City Council previously approved the execution staff desired to provide further details of the lease; and

WHEREAS, programmed payments are detailed with interest for a period of six-years; and

1. \$41,974.51, due upon Lease Execution
2. \$31,313.05
3. \$32,618.03
4. \$33,977.41
5. \$35,393.43
6. \$36,868.46

WHEREAS, outside of annual payments costs include Warranty Maintenance Agreement costs with MacQueen Equipment in maintaining the equipment value via a separate agreement; and

WHEREAS, the City Administrator & Finance Director are authorized to execute the Lease Agreement and Tax Exempt Bond Form 8038-6 for purposes of said sweeper lease for the Six-Year period.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of lease sweeper acquisition agreement with Bell Bank of 15490 101st Avenue North, Suite 200, Maple Grove, Minnesota.

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

Lease Purchase Agreement Number: 107136-001

This Lease-Purchase Agreement dated the 22nd day of April, 2022 (the "Lease"), by and between Bell Bank Equipment Finance, a division of Bell Bank, whose address is 15490 101st Ave N, Suite 200, Maple Grove, MN 55369, as agent for one or more persons (the "Lessor") and City of Waconia, located in Carver County, as Lessee (the "Lessee"), whose address is 201 South Vine St., Waconia, MN 55387.

WITNESSETH:

WHEREAS, Lessee is authorized by State statutes to acquire (1) 2022 Elgin Pelican NR Waterless Street Sweeper by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the maintenance purposes of the Lessee that it acquire (1) 2022 Elgin Pelican NR Waterless Street Sweeper described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Authorized Representative: Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of Lessee's governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

Certificate of Acceptance: The Certificate of Acceptance of Lessee the form of which is attached hereto as Exhibit C.

Code: The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

Commencement Date: The date upon which Lessee's obligations to make Lease-Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Cost or Costs: The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

Equipment:

The (1) 2022 Elgin Pelican NR Waterless Street Sweeper described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

Fiscal Year: Each twelve (12) month fiscal period of Lessee commencing on the [redacted] of [redacted] and ending on the [redacted] of [redacted].

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

Lease: This Lease-Purchase Agreement dated as of 4/22/2022, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

Lease-Purchase Payment: The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

Net Proceeds: Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Payment Date: The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborers, material person's supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Person or Persons: An individual, partnership, corporation, trust or unincorporated organization.

Prepayment Price: With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

Principal: The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

Request for Disbursement of Funds: The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit C-1.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of Minnesota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

Term, Term of this Lease or Lease Term: The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

Section 1.2 **Exhibits.** The following Exhibits are attached to and by reference made part of this Lease:

Exhibit A: A description of the Equipment including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

Exhibits C and C-1: A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

Exhibit E: A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of Lessee.** Lessee represents, covenants and warrants as follows:

- (a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.
- (d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.
- (f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.
- (g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.
- (i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.
- (j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.
- (k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.
- (l) Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Code) in an aggregate amount in excess of \$10,000,000 during the calendar year in which the Term commences, and this Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code relating to deductibility of interest by financial institutions.

Section 2.2 **Representations, Covenants and Warranties of Lessor.** Lessor represents, covenants and warrants as follows:

- (a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.
- (b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

ARTICLE III AGREEMENT TO LEASE

Section 3.1 **Lease.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

Section 3.2 **Possession and Enjoyment.** Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

Section 3.3 **Lessor Access to Equipment.** Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4 **Tax and Ownership and Lessee.** The Lessor warrants and represents that it shall not at any time during the term of the Lease claim depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

ARTICLE IV TERM OF LEASE

Section 4.1 **Lease Term.** This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.

Section 4.2 **Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or
- (b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder.
- (c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.

Section 4.3 **Option to Purchase.** Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

ARTICLE V LEASE-PURCHASE PAYMENTS

Section 5.1 **Lease-Purchase Payments.** Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in lawful money of the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.

Section 5.2 **Source of Payment.** All Lease-Purchase Payments required to be paid Lessor pursuant to this Lease shall be paid from moneys duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.

Section 5.3 **Interest Component.** A portion of each Lease-Purchase Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Lease-Purchase Payment.

Section 5.4 **Lease-Purchase Payments to be Unconditional.** The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damage therefor.

Section 5.5 **Late Payments.** See Section 12.6.

ARTICLE VI INSURANCE AND NEGLIGENCE

Section 6.1 **Liability Insurance.** Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2 **Property Insurance.** Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3 **Worker's Compensation Insurance.** If required by State law, Lessee shall carry worker's compensation insurance covering all

employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

- Section 6.4 **Requirements for all Insurance.** All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.
- Section 6.5 **Lessee's Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.
- Section 6.6 **Damage to or Destruction of Equipment.** If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practical after such event, replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.
- Section 6.7 **Cooperation of Lessor.** The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessor has been indemnified from all costs and expenses therefor, including without limitation, reasonable counsel fees incurred by the Lessor in connection with any such litigation in its name. In no event will the Lessor voluntarily settle or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

ARTICLE VII OTHER OBLIGATIONS OF LESSEE

- Section 7.1 **Use; Permits.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.
- Section 7.2 **Maintenance of Equipment by Lessee.** Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.
- Section 7.3 **Taxes, Other Governmental Charges and Utility Charges.** (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien of the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges

and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contest to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

Section 7.4 **Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0 % per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Section 7.5 **Disbursements.** (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

ARTICLE VIII TITLE

Section 8.1 **Title.** During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2 **Security Interest.** Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3 **Liens.** During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4 **Installation of Lessee's Equipment.** Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5 **Modification of Equipment.** Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such

loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

Section 8.6 **Personal Property.** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX WARRANTIES

Section 9.1 **Selection of Equipment.** The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2 **Installation and Maintenance of Equipment.** Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3 **Contractor's Warranties.** Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4 **Patent Infringement.** Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5 **Disclaimer of Warranties.** THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X PREPAYMENT

Section 10.1 **When Available.** Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

Section 10.2 **Release of Lessor's Interest.** Upon the prepayment of Lessee's obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 **Assignment by Lessor.** Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and/or interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2 **Assignment and Subleasing by Lessee.** Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.
- (b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.
- (c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such

sublease.

- (d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.
- (e) No sublease shall cause the Interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3 **Restriction on Mortgage or Sale of Equipment by Lessee.** Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.1 **Events of Default Defined.** (a) The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more the following events:

- (i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.
 - (ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
 - (iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.
- (b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of god, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2 **Remedies of Default.** Whenever any event of default referred to in Section 12.1, clauses (i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (i) With or without terminating this Lease, re-enter and take possession of such Equipment and exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall return possession of such Equipment to Lessee when the event of default is cured; and provided further that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such Equipment during the Fiscal Year then in effect; or
- (ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between (a) the sales price, rent and other amounts paid by the purchaser, lessee or sublessee pursuant to such sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein shall impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that any excess proceeds from such

disposition shall be retained by Lessor; or

- (iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal Year then in effect due or to become due with respect to such Lease in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be immediately due and payable; or
- (iv) Take whatever action at law or in equity may appear necessary or desirable to collect the Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to such Lease, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3 **Return of Equipment.** Upon termination of this Lease prior to the payment of all Lease-Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4 **No Remedy Exclusive.** No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power. Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5 **Agreement to Pay Attorney's Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6 **Late Charges.** Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal five percent (5.0%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

Section 12.7 **Non-Appropriation of Funds.** (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.

- (b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto. Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge of requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

ARTICLE XIII ADMINISTRATIVE PROVISIONS

Section 13.1 **Notices.** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Bell Bank Equipment Finance
 15490 101st Ave N, Suite 200
 Maple Grove, MN 55369

Lessee: City of Waconia
201 South Vine St.
Waconia, MN 55387

- Section 13.2 **Financial Information.** During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.
- Section 13.3 **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
- Section 13.4 **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 13.5 **Amendments, Changes and Modification.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.
- Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.
- Section 13.7 **Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.
- Section 13.8 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 13.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.
- Section 13.10 **Anti-Discrimination.** Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination or selection for training.
- Section 13.11 **Lessor and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

BELL BANK EQUIPMENT FINANCE, a division of Bell Bank, as Lessor

Print or type full name

By _____

Signature

Its _____

_____ City of Waconia _____ as Lessee

Print or type full name

By _____

Signature

Its _____

Title

**EXHIBIT A
DESCRIPTION OF EQUIPMENT**

(1) 2022 Elgin Pelican NR Waterless Street Sweeper

Serial Number: NR42287

**EXHIBIT B
PAYMENT SCHEDULE**

Commencement Date: 4/22/2022

	<u>Payment Date</u>	<u>Total Payment</u>	<u>Interest Amount</u>	<u>Principal Amount</u>	<u>*Purchase Option Price</u>
Lease	04/22/2022				297,795.50
1	04/22/2022	41,974.51	0.00	41,974.51	255,820.99
2022 Totals		41,974.51	0.00	41,974.51	
2	04/22/2023	41,974.51	10,661.46	31,313.05	224,507.94
2023 Totals		41,974.51	10,661.46	31,313.05	
3	04/22/2024	41,974.51	9,356.48	32,618.03	191,889.91
2024 Totals		41,974.51	9,356.48	32,618.03	
4	04/22/2025	41,974.51	7,997.10	33,977.41	157,912.50
2025 Totals		41,974.51	7,997.10	33,977.41	
5	04/22/2026	41,974.51	6,581.08	35,393.43	122,519.07
2026 Totals		41,974.51	6,581.08	35,393.43	
6	04/22/2027	41,974.51	5,106.04	36,868.47	85,650.60
2027 Totals		41,974.51	5,106.04	36,868.47	
7	04/22/2028	89,220.15	3,569.55	85,650.60	0.00
2028 Totals		89,220.15	3,569.55	85,650.60	
Grand Totals		341,067.21	43,271.71	297,795.50	

TOTAL: \$297,795.50
INTEREST RATE: 4.09%

*Amount due after payment of Lease-Purchase Payment due on the same day.

All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

**EXHIBIT C
ACCEPTANCE CERTIFICATE**

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 4/22/2022 (the ("Lease")), by and between Bell Bank Equipment Finance ("Lessor"), and the City of Waconia, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

Dated: _____.

As Lessee: _____ City of Waconia _____

_____ **Print or type full name**

By _____

Signature

Its _____

Title

**EXHIBIT C-1
REQUEST FOR DISBURSEMENT OF FUNDS**

TO: **Bell Bank Equipment Finance (“Lessor”)**
15490 101st Ave N, Suite 200
Maple Grove, MN 55369

FROM: City of Waconia (“Lessee”)
201 South Vine St.
Waconia, MN 55387

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 4/22/2022 (the “Lease”), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: \$297,795.50.
2. The payee(s) are MacQueen Equipment.
3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.
4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.
5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.
6. This request is the final disbursement request.

Dated: _____

LESSEE: _____ City of Waconia

Print or type full name

By _____
Signature

Its _____
Title

**EXHIBIT D
OPINION OF COUNSEL**

To: Bell Bank Equipment Finance ("Lessor")
15490 101st Ave N, Suite 200
Maple Grove, MN 55369

Re: Lease Purchase Agreement by and between Bell Bank Equipment Finance, a division of Bell Bank ("Lessor") and the City of Waconia ("Lessee") dated as of 4/22/2022.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and various other documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide for personal property and has power under state law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.
2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.
4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
5. There is no litigation, action, suit or proceeding threatened or pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for Lessee's current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
6. The Lease is not a general obligation debt of Lessee.

Dated: _____

Very truly yours,



Lessee's Authorization Resolution

Whereas, City of Waconia, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Minnesota (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Bell Bank Equipment Finance, a division of Bell Bank, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Name (Print or Type)	Title (Print or Type)	Signature
<hr/> <hr/> <hr/>		

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adapted and approved on _____.

Signature: _____
Secretary/Clerk

Name Printed: _____

Date: _____

INVOICE



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

Contract # 107136-001

Invoice Date: 4/11/2022

Amount Due: \$41,974.51

Payment Amount:	\$41,974.51
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Total Amount Due:	<hr/> \$41,974.51
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Please remit payment with signed documents.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	The Fields 2nd Addition - Development Agreement - Tamarack Land - Fields of Waconia, LLC
Originating Department:	Community Development
Presented by:	Lane Braaten

Previous Council Action (if any):

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

Adopt Resolution 2022-122, Approving the Development Agreement for The Fields 2nd Addition.

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

The City Council, at their regular meeting on April 4th, 2022, approved a final plat for Tamarack Land – Fields of Waconia, LLC titled The Fields 2nd Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Fields 2nd Addition final plat consists of sixty-six (66) 65-foot-wide single-family residential parcels and sixty-one (61) 55-foot-wide single-family residential parcels. The City Council approved the final plat application subject to certain conditions including Tamarack Land - Fields of Waconia, LLC entering into a development agreement with the City.

City staff have prepared a proposed development agreement for The Fields 2nd Addition, a copy of which is attached for Council’s review and consideration. City staff recommends approval of the development agreement language as proposed.

Attachments:

1. [22122res_Approving_the_Dev_Agreement_Draft \(1\).docx](#)
2. [DA The Fields Second Addition \(Draft 04-11-2022\).docx](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses:	ADVISORY BOARD RECOMMENDATIONS:	
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-122**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR THE FIELDS 2ND ADDITION**

WHEREAS, Tamarack Land – Fields of Waconia, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”); and

WHEREAS, the subject properties are located at 1330 Waconia Parkway South and 417 Prairie Rose Lane and identified as PID #s 090220100 and 754720890 (the “**Property**”); and

WHEREAS, Developer desires to plat the second phase of the Property as The Fields 2nd Addition, which will consist of sixty-six (66) 65-foot-wide single-family home parcels and sixty-one (61) 55-foot-wide single-family home parcels (the “**Project**”); and

WHEREAS, in connection with its development of the Project, the City requires the Developer to enter into a Development Agreement with the City; and

WHEREAS, a proposed Development Agreement has been drafted and is attached to this resolution as Exhibit 1 (the “**Development Agreement**”); and

WHEREAS, the City Council finds it is in the best interests of the City to approve the Development 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 Development Agreement attached as Exhibit 1 and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit 1, together with such modifications thereof, deletions therefrom, and additions thereto, as the City Administrator may deem appropriate.
3. The Mayor and City Administrator are hereby authorized to execute, acknowledge, and deliver the Development Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the Development Agreement. In the event of the absence or disability of the Mayor or the City Administrator, such officers of the City as, in the opinion of the City Attorney may act on their behalf shall, without further act or authorization of the City Council, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

Passed and adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

EXHIBIT 1
Development Agreement

DEVELOPMENT AGREEMENT
FOR
THE FIELDS SECOND ADDITION
CITY OF WACONIA, MINNESOTA

This agreement (the "Agreement") is dated _____, 2022, and is between the City of Waconia, a Minnesota municipal corporation (the "City") and Tamarack Land – Fields of Waconia, LLC, a Minnesota limited liability company (the "Developer").

RECITALS

WHEREAS, the Developer previously platted certain property as THE FIELDS, Carver County, Minnesota ("The Fields"); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for the Fields – Phase 1 dated May 17, 2021, which was recorded on October 27, 2021, as Document No. A735744 in the Office of County Recorder, Carver County, Minnesota ("The Fields Development Agreement"); and

WHEREAS, the Developer owns the real property legally described on attached Exhibit A-1 and depicted on attached Exhibit A-2 (the "Property"); and

WHEREAS, the Developer has applied to plat the Property as a development named THE FIELDS SECOND ADDITION ("The Fields Second Addition"); and

WHEREAS, a copy of the Preliminary Plat for The Fields prepared by Campion Engineering Services, Inc., dated March 5th, 2020, is attached as Exhibit B (the "Preliminary Plat"); and

WHEREAS, the Developer previously applied to rezone the Property as a P.U.D., Planned Unit Development ("PUD") District pursuant to Section 900.05, Subd. 1, O, of the Waconia City Code; and

WHEREAS, on November 16th, 2020, the City Council passed Resolution No. 2020-257 conditionally approving the Preliminary Plat and the PUD District; and

WHEREAS, on April 4th, 2022 the City Council passed Resolution No. 2022-101 conditionally approving the final plat of The Fields Second Addition drafted by Stantec a copy of which is attached as Exhibit C (the "Final Plat"); and

WHEREAS, as platted, The Fields Second Addition consists of:

1. Lots 1 through 16, Block 1; Lots 1 through 18, Block 2; Lots 1 through 20, Block 3; Lots 1 through 30, Block 4; Lots 1 through 14, Block 5; Lots 1 through 7, Block 6; Lots 1 through 2, Block 7; Lots 1 through 6, Block 8; Lots 1 through 5, Block 9; Lots 1 through

- 4, Block 10; and Lots 1 through 5, Block 11, THE FIELDS SECOND ADDITION, Carver County, Minnesota (the "Residential Lots");
2. Outlots A, B and C, THE FIELDS SECOND ADDITION, Carver County, Minnesota, (collectively, the "Outlots"; individually an "Outlot"); and
3. All land dedicated to public use in the Final Plat; and

WHEREAS, WHEREAS, The Fields Second Addition is the second phase of The Fields development depicted on attached Exhibit D; and

WHEREAS, City staff has reviewed and conditionally approved the following (collectively, the "Plans"):

1. The Fields Construction Plans prepared by Campion Engineering, Inc., dated _____, Revision date _____;
2. The Fields – 2nd Addition Landscape Plan prepared by Pioneer Engineering dated _____, 2022 (attached as Exhibit D);

WHEREAS, the City and the Developer previously entered into an Early Grading Agreement and Permit for The Fields 2nd Addition dated March 7th, 2022 (the "Early Grading Permit"), which gave the Developer permission to grade the Property as described in the Early Grading Permit.

WHEREAS, this Agreement sets forth and memorializes for the parties to this Agreement and subsequent owners the understandings and agreements of the parties concerning the following:

1. The Developer's obligations regarding the development of the Property;
2. The PUD zoning for all Residential Lots and Common Area Lots of Waterford 7th Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code);
3. The Developer's obligation to convey Outlot C to the City ; and
4. Storm water reuse rights and obligations; and

WHEREAS, the subsequent development of Outlot A and Outlot B retained by the Developer shall require a separate final plat and Development Agreement;

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

TERMS

1. INTRODUCTORY MATTERS. 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 resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the "City Resolutions");

- 1.3. The Fields Development Agreement; and
- 1.4. The Early Grading Permit.
2. DEFINITIONS. Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

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

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

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

“County” means Carver County, Minnesota.

“Governmental Entity” means the City, the County, 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, or any other regulatory or jurisdictional agency having jurisdiction over the Property or the development of the Property.

“Improvements” mean, collectively, the Developer Installed Municipal Improvements, the Private Improvements, and the Landscape Improvements, all as described in Section 6 of this Agreement.

“Minnesota” means the State of Minnesota.

“Municipal Improvements” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 of this Agreement.
3. RIGHT TO PROCEED; CONSTRUCTION. Unless separate written approval has been given by the City, the Developer may not start construction of any Improvements on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the Surety Deposits (defined in Section 13 below) have been received by the City; iii) the Final Plat and 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 of this Agreement or any other agreement related to the Property or any other property within the City limits owned by the Developer or within the Developer’s control; vi) the Developer is not in violation of any federal, state or local regulation related to the Property; vii) the City Community Development Director has issued a letter that the Developer may proceed; and viii) the

Developer has acquired fee title ownership of the Property. Construction of the Improvements on the Property shall proceed in accordance with the Preliminary Plat, the Final Plat, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.

4. ENGINEERING AND PLANNING REQUIREMENTS.

- 4.1. Developer's Engineer. The Developer warrants: i) that Developer has retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare the Plans; and ii) such engineer has prepared the Plans in conformance with the City's standard specifications for the Improvements.
- 4.2. Requirements. The City shall have no obligation to release the Final Plat executed by the City until the following engineering, planning and dedication requirements have been met to the City's satisfaction:
 - 4.2.1. Erosion and Sediment Control Plan. The Developer shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developer shall comply with the erosion and sediment control plan. Further, during the development of the Property, the Developer shall follow all measures required by the City Engineer 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 have applied for and received all required approvals for any wetland alterations or mitigations on the Property from each Governmental Entity with jurisdiction.
 - 4.2.3. Plan for Construction Access. The Developer shall have submitted and received approval for construction access to the Property from the City Engineer.
 - 4.2.4. Easements for Public Use. The Developer shall have dedicated on the Final Plat or provided a separate recordable easement, as determined by the City, for all streets, trails, drainage easements, utility easements and other public use areas, as required by the City or any other Governmental Entity with jurisdiction. If a separate recordable easement is provided, the City and the Developer shall work together to record such document immediately after the Final Plat is recorded and before any liens are placed against the Property. If a lien already exists or arises before an easement can be recorded (excepting liens for real estate taxes and assessments), the Developer shall take commercially reasonable steps to subordinate all such liens to the easement.
 - 4.2.5. Approvals from other Governmental Entities. The Developer shall have applied for and received approval for the Final Plat and the Plans from each Governmental Entity with jurisdiction. Thereafter, the Developer shall comply with all conditions of approval. Modifications to the Final Plat and the 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.

5. GRADING. The Developer shall grade the Property in compliance with the Early Grading Permit. Within 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. The "record" plan shall 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, house pads, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained after the entire site is completely graded, the pond has been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.
6. IMPROVEMENTS.
 - 6.1. Municipal Improvements Installed by the Developer.
 - 6.1.1. General. Except as expressly provided to the contrary in Section 6.2 below, the Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement (the "Developer Installed Municipal Improvements") including:
 - 6.1.1.1. street grading, graveling, berms and boulevards;
 - 6.1.1.2. permanent street surfacing;
 - 6.1.1.3. concrete curb and gutter;
 - 6.1.1.4. boulevard sodding/seeding and blanket;
 - 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances;
 - 6.1.1.6. storm sewers and storm water reuse facilities, including all necessary catch basins, inlets, improvements described in Section 6.1.4 below, and other appurtenances;
 - 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
 - 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested;
 - 6.1.1.9. sidewalks and trails depicted in the Plans;
 - 6.1.1.10. trail segment installation described in Section 6.1.3 below;
 - 6.1.1.11. park equipment installation described in Section 10 below; and
 - 6.1.2. Oversizing. The Developer shall oversize water and sanitary sewer utilities as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for any utility oversizing expenses incurred by the Developer at the City's request in an amount equal to the difference between the actual cost incurred by the Developer and the cost the Developer would have incurred had normal pipe sizes been used (normal size for water

and sanitary sewer is 8 inches). The City Engineer shall determine the utility oversizing reimbursement, in his/her reasonable discretion, using pricing provided by the Developer's contractor.

- 6.1.3. Waconia Parkway South Tail Segment Extension. The Developer shall construct an improved trail segment starting at the Oak Avenue/Waconia Parkway South intersection and extending west to the improved trail section currently terminating at the property located at 1702 Waconia Parkway South. The Developer shall coordinate the installation of the trail segment with the City Engineer whereas the installation of proposed road improvements within the Waconia Parkway South right-of-way will affect the installation date of the trail segment. Developer shall construct the trail segment, at its expense, in full compliance with plans and specifications provided by the City to the Developer.
- 6.1.4. Storm Water Reuse. The Developer shall construct certain irrigation improvements in the Irrigation Area (defined below) as follows:
 - 6.1.4.1. Irrigation Area. For purposes of this Agreement, the "Irrigation Area" means the portion of Outlot C depicted as Irrigation Area on the diagram attached as Exhibit F.
 - 6.1.4.2. Dispersion. The City shall allow water to be pumped from the City's storm water ponds on the Property and dispersed using sprinkler systems located in the Irrigation Area for the purpose of meeting certain storm water volume and water quality requirements applicable to the Property. The size of the Irrigation Area has been determined based on: i) the Property being developed as described in this Agreement; and ii) current requirements of Governmental Entities. The City shall have no obligation to accommodate redevelopment/modification of the Property or changes to laws, regulations, or any other requirements of Governmental Entities.
 - 6.1.4.3. Construction. The Developer shall construct and install the irrigations systems necessary to accomplish the dispersion of storm water in the Irrigation Area using plans and specifications prepared by the Developer, which shall be subject to the prior approval of the City Public Service Director (the "Irrigation Improvements") The City, however, shall provide the connection, controller, and meter system equipment for the installation and the Developer shall reimburse the City for such items.
 - 6.1.4.4. Park Area Transition The City and the Developer acknowledge sufficient reuse water will not be available initially to irrigate the Irrigation Area. The Developer shall irrigate the Irrigation Area with potable water until such time as reuse water is available.

- 6.1.4.5. Ongoing Repair, Maintenance and Modification. Excepting punch list items and warranty work, the City assumes ongoing maintenance and repair of the Irrigation Improvements. The City may modify, relocate (in or outside of the Irrigation Area), reconstruct, and eliminate Irrigation Improvements, in its sole discretion, provided the City shall not violate storm water volume and water quality requirements then being met by the Irrigation Improvements.
- 6.2. Government Installed/Developer Funded Municipal Improvements. Upon receipt of a written invoice from the City, the Developer shall reimburse the City for all costs associated with the installation of street, trail, wetland buffer, and shoreland buffer signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the "Developer Funded Municipal Improvements").
- 6.3. Private Improvements. The Developer shall, at its expense, install private improvements on the Property (the "Private Improvements") in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.4. Landscape Improvements. The Developer shall install, at its expense, all landscaping improvements required by the Landscape Plans attached as Exhibit D (the "Landscape Improvements"). Further, for a period of 2 years from the date installed, Developer shall replace any plant material that dies or is not growing properly. The Developer shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.5. Permits. Prior to any construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the Plans. 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 to acquire the permits and approvals required herein.
- 6.6. 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 of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use and onto the north portion of the City's Brook Peterson Park to construct the Developer Installed Municipal Improvements and any other Improvements required by this Agreement.

- 6.7. 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 Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.
- 6.8. Deadlines for Completion. The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by September 30, 2022, except for the final lift of pavement on the roads and the stormwater reuse improvements described in Section 6.1.4 above. The final lift of pavement on the roads and the stormwater reuse improvements shall be completed no later than August 18, 2023. All Landscape Improvements shall be installed no later than September 15, 2023. The Developer may request an extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. 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.
- 6.9. Construction Times. The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.10. Public Property Damage. The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 10 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damaged within 10 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.11. Street Cleaning. During the grading and the development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion,

that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developer shall reimburse the City for all materials and labor associated with the cleanup.

- 6.12. Inspection. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion and at the Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis; or ii) take any action necessary to certify utilities for compliance and use. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide 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 Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via Zoom with all parties concerned, including the City staff, to review the program for the construction work.
- 6.13. Final Inspection by the City. Promptly upon completion of the Improvements, the Developer shall provide the following to the City (the "Inspection Deliverables"):
 - 6.13.1. 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
 - 6.13.2. a recording of closed-circuit televising of the sanitary sewer improvements and a written report describing such televising.
- 6.14. Acceptance by the City. All 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 Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail 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 or inform the Developer of corrective action needed. Regarding the Developer Installed Municipal 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. Developer Installed Municipal Improvements. The Developer agrees, or shall cause

its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.

- 7.2. Developer Funded Municipal Improvements. Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. Landscape Improvements. The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant to the City all work performed and all materials supplied regarding the Landscape 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. The Developer shall inform the City when installation of the Landscape Improvements on the Property is complete so that the City can conduct the inspection required by Section 6.13 above. The warranty period shall start upon the City's acceptance.

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, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Improvements and applicable warranty periods. The insurance shall name the City as an additional insured and shall require the insurer shall give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy.
- 8.2. Indemnification. Claims against the Developer, its agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the City. The Developer shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developer's violation of this Agreement or any act or failure to act by the Developer, its officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified Parties or any of them.

9. BUILDING PERMITS, CERTIFICATES OF OCCUPANCY AND LOT FEES.
 - 9.1. General Building Permit Requirements. No building permits for any Residential Lots on the Property shall be issued until:
 - 9.1.1. the Final Plat has been recorded;
 - 9.1.2. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;
 - 9.1.3. the Improvements have been substantially completed;
 - 9.1.4. restrictive covenants and homeowners' association documents, if any, are acceptable to the City and have been executed and recorded;
 - 9.1.5. park dedication requirements have been met as required herein;
 - 9.1.6. any outstanding amounts due the City under this Agreement have been paid;
 - 9.1.7. all required financial guarantees have been given to the City; and
 - 9.1.8. the Developer is not then in default of this Agreement.
 - 9.2. Individual Lot Building Permit Requirements. In addition to the requirements in Section 9.1 above, no building permit for an individual Residential Lot shall be issued until:
 - 9.2.1. the City Public Services Director has approved access and temporary construction access for the lot;
 - 9.2.2. the applicant for the permit 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;
 - 9.2.3. individual lots are properly established with Best Management Practices ("BMP") devices approved by the City Public Services Director including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
 - 9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.
 - 9.3. Certificate of Occupancy Requirements. No certificate of occupancy shall be issued for a residential structure on a Residential Lot until:
 - 9.3.1. the City Public Services Director has approved an as-built final grade and sidewalk survey for the lot;
 - 9.3.2. the City Public Services Director has completed a utility check for the lot, including sump pump connection inspection;
 - 9.3.3. the City Public Services Director has approved storm water compliance for the lot;

9.3.4. all trees shown in the Plans for the lot have been planted or, if seasonal conditions do not then allow planting, the City has been provided with written assurance that they will be planted promptly when weather permits; and

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

9.4. Lot Fees. Once the Final Plat has been recorded and tax parcel identification numbers have been assigned, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413 & 414. The Developer acknowledges the City will charge such fees on all lots, including any Outlots held by the Developer for future development (with fees being reallocated when replating occurs). The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject adjustment, from time to time, by the City Council.

10. PARK DEDICATION AND CONVEYANCE OF ADDITIONAL PROPERTY.

10.1. Park Dedication. The Developer shall dedicate Outlot A, Outlot B and Outlot C to the City to satisfy the City's park dedication requirements for The Fields Second Addition.

10.2. Procedure. The City and the Developer agree the above conveyances (collectively, the "City Conveyances") shall occur when the Final Plat is recorded. All conveyances shall be made without cost to the City. Further, the purposes listed above for such conveyances are informational only and do not limit the City's ability to use any parcel conveyed to the City for any use. The Developer shall deed the City Conveyances to the City using a standard form Warranty Deed that does not list any restrictions or exceptions to title other than the following: i) the lien of real estate taxes and special assessments not yet due and payable; ii) building, zoning and subdivision statutes, laws, ordinances, and regulations; and iii) reservations of minerals or of mineral rights in favor of Minnesota, if any. As such, the Developer shall release all other liens and encumbrances against the City Conveyances, including any mortgages or other monetary liens, prior to conveyance. Further, the warranty deed shall waive any rights under Minnesota Statutes, Minnesota Statutes §117.226, as amended, to reacquire the real property.

11. PUD ZONING. The Residential Lots shall meet the requirements of the PUD District zoning stated below:

11.1. General. Except as expressly provided in this Section 11 to the contrary: i) Waconia City Code ordinances and regulations for the R-1, Single-Family Residential District (the "Base Zoning") shall apply to the Property, except as expressly modified in Section 11.2 below.

11.2. PUD Modifications for Small Single-Family Lots. The Base Zoning is modified on the Property for Lots 4 through 16, Block 1; Lots 1 through 18, Block 2; Lots 11 through 19, Block 3; Lots 26 through 30, Block 4; Lots 1 through 7, Block 6; Lots 1 through 4, Block 10; and Lots 1 through 5, Block 11, as follows:

11.2.1. minimum lot size shall be 6,987 square feet;

- 11.2.2. the maximum impervious surface for each lot shall be 50%;
 - 11.2.3. the minimum front yard/right-of-way setback for each lot shall be 25 feet;
 - 11.2.4. the minimum interior side yard setback for each lot shall be 7.5 feet;
 - 11.2.5. the minimum street side yard setback for each lot shall be 20 feet;
 - 11.2.6. the minimum rear yard setback for each lot shall be 25 feet;
 - 11.2.7. The maximum building height shall be 40 feet.
- 11.3. PUD Modifications for Large Single-Family Lots. The Base Zoning is modified on the Property for Lots 1 through 3, Block 1; Lots 1 through 10 and Lot 20, Block 3; Lots 1 through 25, Block 4; Lots 1 and 14, Block 5; Lots 1 and 2, Block 7; Lots 1 through 6, Block 8; and Lots 1 through 5, Block 9, as follows:
- 11.3.1. The minimum lot size shall be 8,529 square feet;
 - 11.3.2. The maximum impervious surface for each lot shall be 50%;
 - 11.3.3. The minimum front yard/right-of-way setback for each lot shall be 25 feet;
 - 11.3.4. The minimum side yard setback for each lot shall be 7.5 feet;
 - 11.3.5. The minimum street side yard setback for each lot shall be 20 feet;
 - 11.3.6. The minimum rear yard setback for each lot shall be 25 feet;
 - 11.3.7. The maximum building height shall be 40 feet.

12. PAYMENT OF COSTS AND EXPENSES.

- 12.1. 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, the grading, or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and v) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit with the City the sum of \$25,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2023, shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City and paid by the Developer in conformance with Section 12.2 below.

- 12.2. 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. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.
- 12.3. Developer Billing Procedure. Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable 30 days after the date of the applicable invoice. If the City fails to pay any amount on before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.
13. FINANCIAL GUARANTEES. Prior to release of the Final Plat, unless otherwise stated, the Developer shall provide the financial guarantees described in this Section 13 (collectively, the "Surety Deposits").
 - 13.1. Guarantee for Municipal Improvements.
 - 13.1.1. Letter of Credit. To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "Letter of Credit for the Municipal Improvements") in the amount of \$3,029,847.36 (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal 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 the Developer in writing of such breach. If the Developer fails to cure the breach 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 the Municipal Improvements in such amount as is adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.
 - 13.1.2. Release/Reduction of Letter of Credit. The Developer may apply to the City for a release of all or a portion of the Letter of Credit for the Municipal Improvements as follows:
 - 13.1.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for the Municipal

Improvements.

13.1.2.2. No more than every 30 days, the Developer may request to reduce the principal amount of the Letter of Credit for Municipal Improvements based on amounts then expended by the Developer for Municipal Improvements. Each such request shall be submitted to the City in writing and supported by: i) a description of the aggregate work completed by the Developer to date in connection with the Municipal Improvements and a description of the work completed since the last reduction request, if any; ii) evidence of the total costs paid by Developer to date for Municipal Improvements (per pay requests approved by the Developer's Engineer) and evidence of such costs paid since the last reduction request, if any; and iii) an itemization of the total amount reimbursed to the City to date for Developer Funded Municipal Improvements and an itemization of such reimbursements since the last reduction request, if any. Within 20 days after receiving each such reduction request the City shall, after confirming to the City's sole satisfaction the accuracy of the request and supporting documentation, authorize a reduction to the amount secured by the Letter of Credit for Municipal Improvements. Each reduction shall be equal to the amount determined by the City to have been expended by the Developer or reimbursed to the City since the last reduction request, if any. Notwithstanding anything to the contrary above: i) the Letter of Credit for the Municipal Improvements shall never be reduced to an amount that is less than 120% of the aggregate cost, as determined or estimated by the City, of the remaining work required to complete the Municipal Improvements, including reimbursement obligations; and ii) the City shall not be obligated to authorize any reduction when the Developer is in default under this Agreement. In each instance where a reduction occurs, the Developer shall furnish the City with a replacement irrevocable letter of credit acceptable to the City for the revised amount secured and such replacement shall thereafter be deemed the "Letter of Credit for the Municipal Improvements."

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

13.2. Guarantee for the Landscape Improvements.

13.2.1. 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 the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "Letter of Credit for the Landscape Improvements") in the amount of \$58,437.50. (which equals 100% of the cost of the Landscape Improvements). If the 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 the Developer in writing of such breach. If the Developer fails to cure the breach 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 the Landscape Improvements in such amount as is adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

13.2.2.2. Upon such time as the Landscape Improvements have been installed for a period of 2 years or a warranty bond ensuring the proper growth of all plant material for a period of 2 years following installation has been provided to the City.

13.3. Expiration. If any letter of credit required by this Section 13 will expire pursuant to its terms prior to the time that all money or obligations of the Developer are paid or completed pursuant to this Agreement, the Developer shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developer in default of this Agreement and draw, in whole or in part at the City's discretion, upon the expiring letter of credit or other Surety Deposits to avoid the loss of surety.

13.4. Failure to Perform. If, after any notice required hereunder and the expiration of any applicable cure period, 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 of the Surety Deposits provided by the Developer pursuant to this Section 13, to enter the Property, and to cure the default. If 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 this Agreement and the Plans. The City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, arising out of, or related to, curing the Developer's default from the Surety Deposits. 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 reasonable 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 13.4.

- 13.5. Costs. The City's costs for processing any reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. Deficiency. If any of the Surety Deposits 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 the City within 10 days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each Outlot owned by the Developer and each Residential Lot for which an occupancy has not then been issued by the City. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
14. PROOF OF TITLE/ATTORNEY REVIEW. Prior to release of the Final Plat, the Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City (including streets, rights-of-way, park dedication, outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. The Developer shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are

recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.

15. 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:
 - 15.1. Authorization. The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in 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.
 - 15.2. Ownership. The Developer has a fee ownership interest in the Property.
 - 15.3. 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.
 - 15.4. Litigation. There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.
 - 15.5. Compliance. The Developer will comply with and promptly perform all the Developer's obligations under this Agreement and all related documents and instruments.
 - 15.6. Wetlands. As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
 - 15.7. 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.
16. DEFAULT. If 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 breach (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 Deposits 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 breach, 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 the City to cure the Developer's breach. 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.

17. 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 or by email with a return receipt requested:

If to the City:

City of Waconia
201 South Vine Street
Waconia, MN 55387
Attn: Community Development Director
Email: lbraaten@waconia.org

If to the Developer:

Tamarack Land Development, LLC
1536 Beachcomber Blvd.
Waconia, MN 55387
Attn: Dale Willenbring, President
Email: dale@tamarackland.com

18. MISCELLANEOUS.

- 18.1. 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.
- 18.2. Recording. This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the Final Plat is approved by the City Council.
- 18.3. Compliance. Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. Interest on Past Due Amounts. In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 18.5. Construction of Agreement. This Agreement, the 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. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.

- 18.6. Warranty of Authority. The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 18.7. Attorneys' Fees. The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon any of the Surety Deposits furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.
- 18.8. Severability. If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.
- 18.9. 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 reasonable attorneys' fees, arising out of, or related to, the Developer complying with the City's direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City resulting from 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.
- 18.10. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 18.11. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.
- 18.12. Survival. Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 18.13. 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 subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.

- 18.14. Prior Development Agreements. If the City is a party to another development agreement regarding the Property, there shall be no merger of this Agreement with the prior agreement. If any provision of this Agreement conflicts with a provision in a prior development agreement, the provision contained in this Agreement shall control.
- 18.15. 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.
- 18.16. 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 have executed this Agreement effective the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR THE FIELDS SECOND ADDITION DEVELOPMENT

CITY OF WACONIA

By: _____
Kent Bloudek
Its: Mayor

By: _____
Shane Fineran
Its: City Administrator

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kent Bloudek and Shane Fineran, the Mayor and City Administrator, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR THE FIELDS SECOND ADDITION DEVELOPMENT

TAMARACK LAND – FIELDS OF WACONIA, LLC

By: _____
Dale Willenbring, President

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Dale Willenbring, President, Tamarack Land – Fields of Waconia, LLC, a Minnesota limited liability company, for and on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Lane L. Braaten – Community Development Director
City of Waconia
201 South Vine Street
Waconia, Minnesota 55387
(952) 442-3106

EXHIBIT A-1
Legal Description of Property

Parcel 1

Outlot C, THE FIELDS, Carver County, Minnesota.

Parcel 2

That part of the South Half of the Northeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, which lies westerly of the following described line:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 29 minutes 02 seconds West, along the south line of said Northeast Quarter, a distance of 1495.23 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 00 seconds East a distance of 1293.66 feet, more or less, to the south line of said north 26.40 feet of the South Half of the Northeast Quarter and there terminating.

Excepting therefrom the following described tracts:

Tract 1:

Beginning at the center of said Section 22, running thence east on the east and west quarter line of said Section about 2005 feet to the intersection of said Waconia and New Germany Road with said quarter line; running thence north one rod; running thence west parallel with said quarter line to the north and south quarter line of said section, running thence south one rod to the place of beginning, as recorded in Book 26 of Deeds, page 131, Carver County, Minnesota.

Tract 2:

That part of the Northeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota lying northwesterly of a line "A" described below, and lying southwestly of a line 40.00 feet southwestly of (as measured radially to and parallel with) the following described line:

Commencing at the northwest corner of said Northeast Quarter of Section 22, thence south along the west line of said Northeast Quarter, a distance of 1815.92 feet to the point of beginning; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the south line of said Northeast Quarter, distant 832.75 feet easterly of the southwest corner of said Northeast Quarter and there terminating.

Line "A" being described as follows: Commencing at the northwest corner of said Northeast Quarter of Section 22; thence south along the west line of said Northeast Quarter, a

distance of 1815.92 feet; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 45 degrees 51 minutes 36 seconds, a distance of 655.14 feet to the point of beginning; thence southwesterly to the southwest corner of the Northeast Quarter of Section 22 and there terminating.

Together with and subject to a 33.0 foot highway easement, the centerline of said easement is Line "A" above described, per District Court Co. No. 16073.

Tract 3:

That part of the Northeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota lying southeasterly of a line "A" described below, and lying southwesterly of a line 40.00 feet southwesterly of (as measured radially to and parallel with) the following described line:

Commencing at the northwest corner of said Northeast Quarter of Section 22, thence south along the west line of said Northeast quarter, a distance of 1815.92 feet to the point of beginning; thence Southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the south line of said Northeast Quarter, distant 832.75 feet easterly of the southwest corner of said Northeast Quarter and there terminating.

Line "A" being described as follows; Commencing at the northwest corner of said Northeast Quarter of Section 22; thence south along the west line of said Northeast Quarter, a distance of 1815.92 feet; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 45 degrees 51 minutes 36 seconds a distance of 655.14 feet to the point of beginning; thence southwesterly to the southwest corner of the Northeast Quarter of said Section 22 and there terminating.

Together with and subject to a 33.0 foot highway easement, the centerline of said easement is Line "A" above described, per District Court Co. No. 16073.

Tract 4:

That part of the West 541 feet of the South 353 feet of the Northeast Quarter of Section 22, Township 116 North, Range 25 West Carver County, Minnesota, lying northeasterly of the line 40.00 feet northeasterly of (as measured radially to and parallel with) the following described line: Commencing at the northwest corner of said Northeast Quarter of Section 22; thence south along the west line of said Northeast Quarter a distance of 1815.92 feet to a point of beginning of the line to be described; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the south line of said Northeast Quarter, distant 832.75 feet easterly of the Southwest corner of said Northeast Quarter, and said line there terminating, said line being the Northeasterly right-of-way line of Carver County Highway No. 32.

Tract 5:

That part of the West Half of the Northeast Quarter of Section 22, Township 116 North, Range 25 West, Carver County, Minnesota lying easterly of and adjoining existing right-of-way as occupied by County State Aid Highway 10, also Known as Waconia Parkway South), northerly of and adjoining the Warren land as described in Warranty Deed Document No. 606693; as that part of the West 541 feet of the South 353 feet of the Northeast Quarter of Section 22, Township 116 North, Range 25 West, Carver County, Minnesota, lying northeasterly of a line 40.00 feet northeasterly of (as measured radially to and parallel with) the following described line: Commencing at the northwest corner of said Northeast Quarter of Section 22; thence South along the West line of said Northeast Quarter a distance of 1815.92 feet to the point of beginning of the line to be described; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the South line of said Northeast Quarter, distance 832.75 feet easterly of the Southwest corner of said Northeast Quarter and said line there terminating, said line being the Northeasterly right-of-way line of Carver County Highway No. 32, Carver County Records and westerly of the hereinafter described Line 1:

Line 1:

Commencing at the northwest corner of said Northeast Quarter of said Section 22; thence North 88 degrees 57 minutes 26 seconds East along the north line of said Section 22 a distance of 50.02 feet to the Point of Beginning of Line 1; thence South 00 degrees 29 minutes 42 seconds West, a distance of 185.38 feet; thence South 86 degrees 07 minutes 08 seconds West, a distance of 10.76 feet; thence South 03 degrees 52 minutes 52 seconds East a distance of 177.14 feet; thence southeasterly a distance of 372.00 feet along the arc of a tangential curve, concave westerly, having a radius of 7,714.44 feet and central angle of 02 degrees 45 minutes 45 seconds; thence South 09 degrees 32 minutes 04 seconds East, a distance of 247.32 feet; thence South 00 degrees 27 minutes 56 seconds West an distance of 86.57 feet; thence South 10 degrees 27 minutes 56 seconds West a distance of 172.76 feet; thence South 00 degrees 27 minutes 56 seconds West a distance of 560.35 feet; thence Southeasterly a distance of 178.76 feet along the arc of a non-tangential curve, concave northeasterly, having a radius of 450.00 feet, a central angle of 22 degrees 45 minutes 37 seconds and chord bearing South 22 degrees 33 minutes 05 seconds East a distance of 177.59 feet; thence South 71 degrees 8 minutes 31 seconds East a distance of 98.29 feet; thence southeasterly a distance of 186.64 feet along the arc of a tangential curve, concave southwesterly, having a radius of 150.00 feet and a central angle of 71 degrees 17 minutes 34 seconds; thence South 0 degrees 30 minutes 58 seconds East a distance of 165.00 feet and said Line 1 there terminating.

Also excepting that part of said South Half of the Northeast Quarter of Section 22 lying within the existing right-of-way as occupied by County State Aid Highway 10, also known as Waconia Parkway South and excepting that land previously annexed by the City of Waconia.

PLAT FILE NO.
C.R. DOC. NO.

THE FIELDS SECOND ADDITION



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THERE.

1" = 40' = 13.716m

LEGEND:

 1" = 40' = 13.716m
 1" = 40' = 13.716m

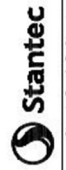


EXHIBIT D
The Fields Phasing Diagram

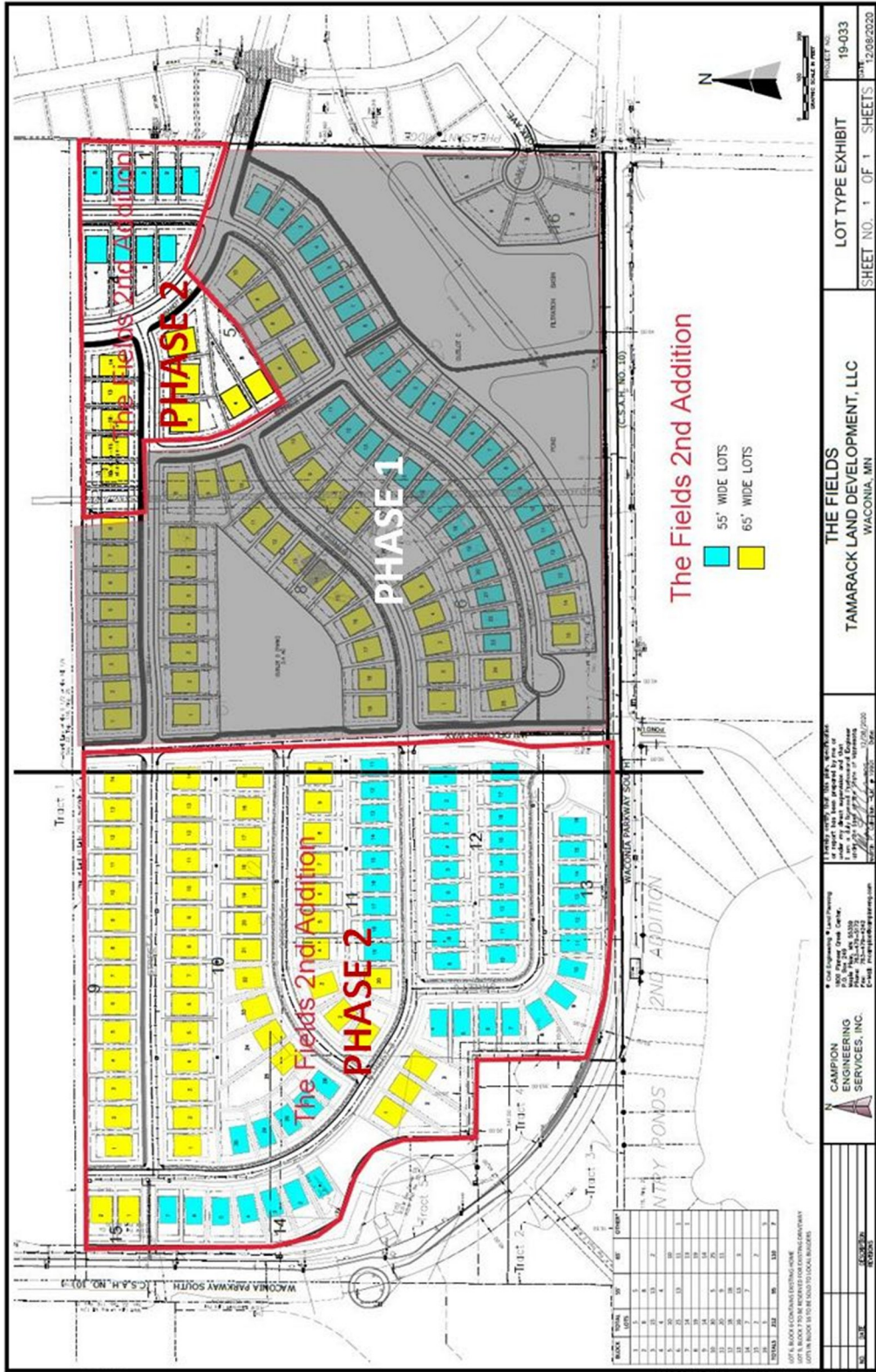
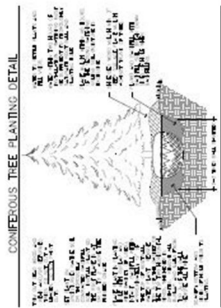
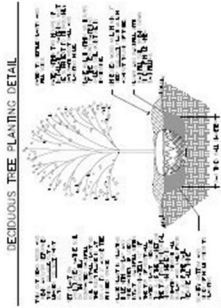
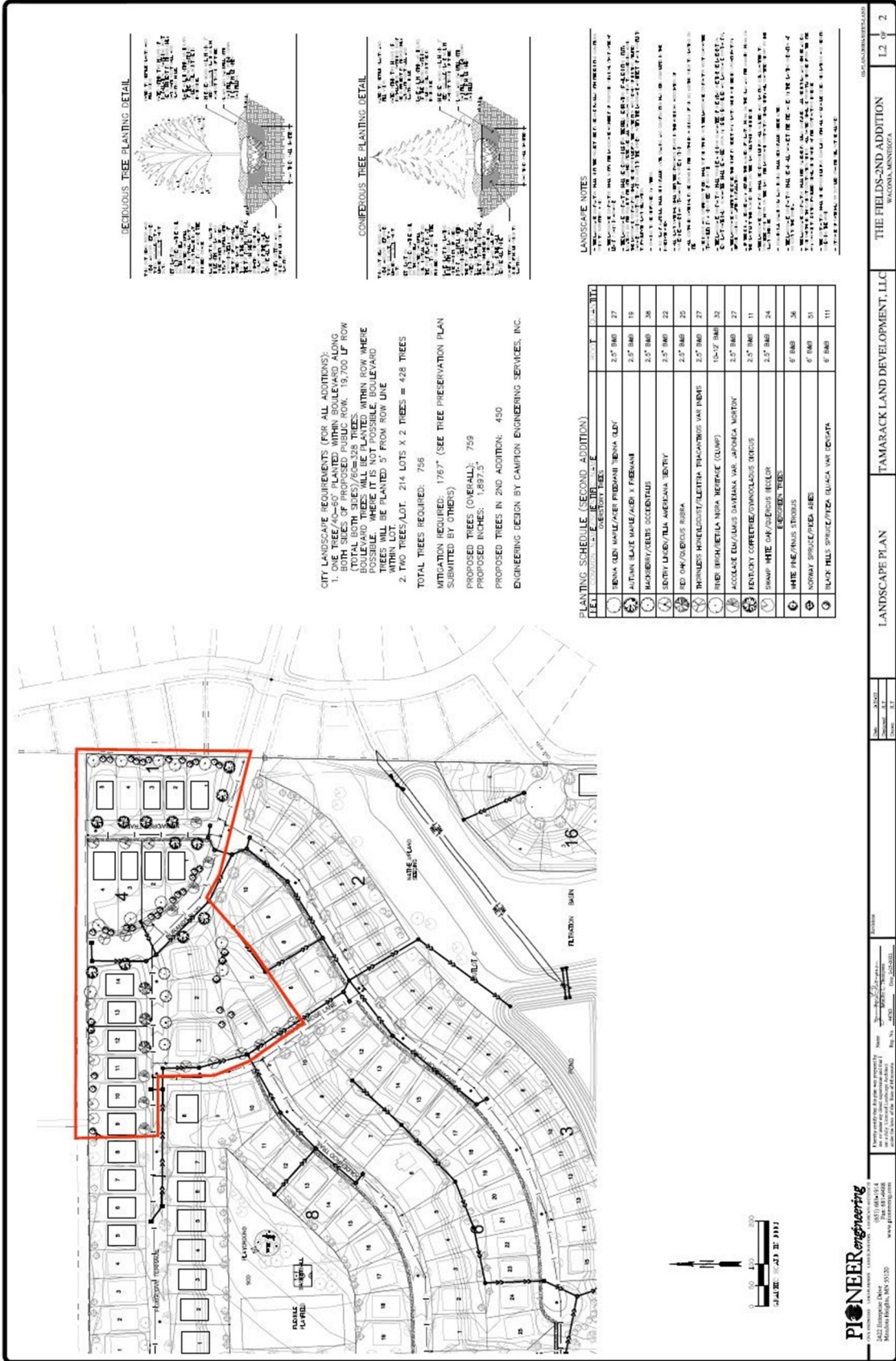


Exhibit D
Page 1 of 1



CITY LANDSCAPE REQUIREMENTS (FOR ALL ADDITIONS):
 1. ONE TREE/40'-60' PLANTED WITHIN BOULEVARD ALONG BOTH SIDES OF PROPOSED PUBLIC ROW. 19,700 LF ROW BOULEVARD TREES SHALL BE PLANTED WITHIN ROW WHERE POSSIBLE. WHERE IT IS NOT POSSIBLE, BOULEVARD TREES WILL BE PLANTED 5' FROM ROW LINE.
 2. TWO TREES/LOT. 214 LOTS X 2 TREES = 428 TREES

TOTAL TREES REQUIRED: 756
 MITIGATION REQUIRED: 1767' (SEE TREE PRESERVATION PLAN SUBMITTED BY OTHERS)
 PROPOSED TREES (OVERALL): 759
 PROPOSED INCHES: 1,697.5"

PROPOSED TREES IN 2ND ADDITION: 450
 ENGINEERING DESIGN BY CAPTION ENGINEERING SERVICES, INC.

LANDSCAPE NOTES

1. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

2. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

3. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

4. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

5. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

6. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

7. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

8. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

9. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

10. ALL TREES TO BE PLANTED SHALL BE 1.5" CALIBER (DBH) UNLESS OTHERWISE NOTED.

PLANTING SCHEDULE (SECOND ADDITION)

NO.	SYMBOL	TREE SPECIES	DBH (INCHES)	QUANTITY
1	○	SEMI-DWARF MAHOGANY/RED PINE/WHITE PINE/REDWOOD	2.5" DBH	27
2	○	AUTUMN BLAZE MAHOGANY X PINEAPPLE	2.5" DBH	19
3	○	BLACKBERRY/OLIVE COCCONUT	2.5" DBH	36
4	○	SEMI-DWARF MAHOGANY/RED PINE/WHITE PINE/REDWOOD	2.5" DBH	22
5	○	RED OAK/OLIVE COCCONUT	2.5" DBH	25
6	○	BURNING BUSH/OLIVE COCCONUT/LEUCISPA FRAGRANS VAR. INENSIS	2.5" DBH	27
7	○	RED BIRCH/BETULA NERPA VERTICATA (CLUMP)	1.5" DBH	32
8	○	ACQUILA EM/ALBIS DAVARVA VAR. JAPONICA VERTICATA	2.5" DBH	27
9	○	KENTUCKY CORNETTE/OLIVE COCCONUT	2.5" DBH	11
10	○	SWAMP WHITE OAK/OLIVE COCCONUT	2.5" DBH	24
11	○	EGGWOOD TREE	6" DBH	36
12	○	NORWAY SPRUCE/PIKEA ALBIS	6" DBH	51
13	○	BLACK HILLS SPANISH/PIKEA ALBIS VAR. BOVATA	6" DBH	111

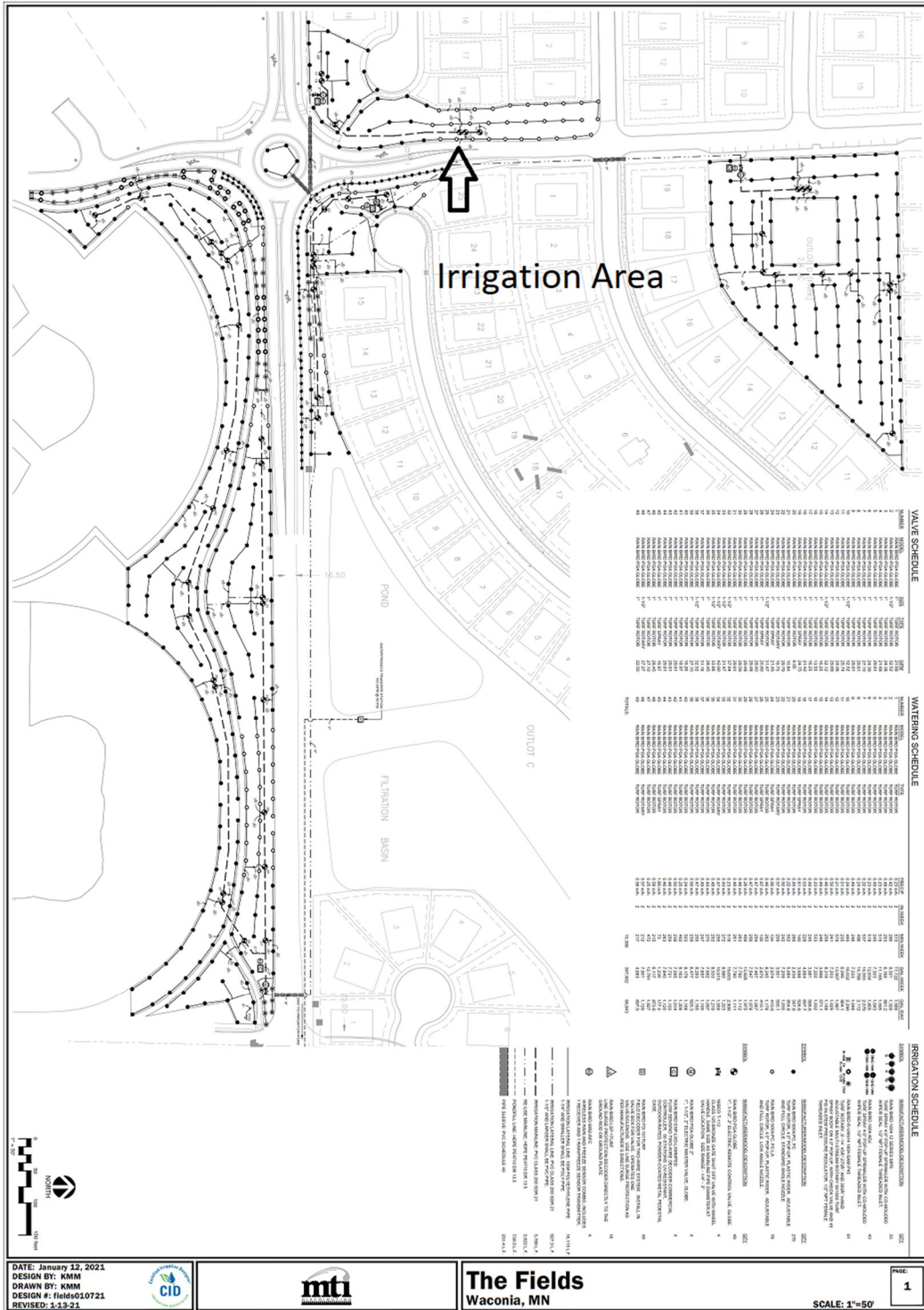
PIONEER engineering
 2422 Enterprise Drive
 Mankato, MN 56001
 507-335-1111
 www.pioneereng.com

Project: THE FIELDS-2ND ADDITION
 Location: WACONIA, MINNESOTA
 Scale: AS SHOWN
 Date: 08/11/2014

LANDSCAPE PLAN TAMARACK LAND DEVELOPMENT, LLC THE FIELDS-2ND ADDITION WACONIA, MINNESOTA 1.2 OF 2

Exhibit E
 Page 2 of 2

EXHIBIT F Irrigation Plan





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Authorize Construction Contract for Project A; ADA Sidewalk and Storm Sewer
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	September 7, 2021; Resolution Authorizing Approval of Report and Authorize Bid of Final ADA Improvements of City Square Park, City Project 587

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

Adopt Resolution 2022-123; Authorizing Approval of Construction Contract with Henning Excavating for Project A; ADA Sidewalk & Storm Sewer For City Square Park ADA Improvement Project, CIP Project 587

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

As Council Members are aware we chose to split up work on the ADA improvement requirements in City Square Park to lessen the impacts of the park allowing the park space to be utilized for the summer season. Previous work encompassed items surround the restroom and sidewalk in need of replacement. Our focus turns to two different areas of which will complete the ADA elements necessary to meet the deadlines of June 30, 2022 as agreed upon.

Project A includes six pedestrian ramps; four on the corners of the park and two pedestrian ramps on First Street at the intersection of Spruce and Pine Streets. In addition to the pedestrian ramps we included drainage improvements to the Spruce and Main Street pedestrian ramp in efforts to reduce spring icing events in the park access point.

Quote proposals for this remaining portion were sent to certain contractor's previously successful in this type of work for the City. We unfortunately only receive one quote, but from a reliable contractor in Henning Excavating at a cost of \$61,050.75.

Henning Excavating did discuss with staff eliminating the landscaping and paving elements which will be addressed by City Staff. As part of the design Staff and Engineering felt we may have to make street elevation adjustments of the street surfaces to meet the new ADA pedestrian accesses. Typically, these types of improvements are completed with full-street reconstruction. However, this is not the point of action for this area. Staff have assumed the costs will be around \$4,000.00 for material including asphalt and restorations.

The improvements completed by Henning Excavating will come from the Capital Project dollars and the material costs to meet ADA asphalt needs as estimated will come from the Park Budget.

Staff are recommending approval of a Construction Contract with Henning Excavating to expedite this work soon to meet the June 30, 2022 deadline. Starting soon will also improve park access and not inhibit park activities scheduled in the summer months.

Attachments:

1. [22123res Proposal_A_Resolution_Award_Henning_Excavating.doc](#)
2. [Site_Pedestrian_Ramp_Improvements_Henning_Quote 2.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
PIR

ADVISORY BOARD RECOMMENDATIONS:

Recommended by Park Board

Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-123**

**RESOLUTION AUTHORIZING APPROVAL OF CONSTRUCTION CONTRACT WITH
HENNING EXCAVATING FOR PROJECT A; ADA SIDEWALK & STORM SEWER FOR
CITY SQUARE PARK ADA IMPROVEMENT PROJECT; CITY PROJECT 587**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, City Engineer sent out two quote proposals for Project A; ADA Sidewalk & Storm sewer for City Square Park ADA Improvement Project; and

WHEREAS, One Quote was received from Henning Excavating. in the amount of \$61,050.75; and

WHEREAS, staff are recommending approval to meet the June 30, 2022 dead-line for completion.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Construction Contract with Henning Excavating for Project A, ADA Sidewalk & Storm Sewer for City Square Park ADA Improvement Project; City Project 587.

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

PROPOSAL FOR CITY SQUARE PARK (PROJECT A - ADA SIDEWALK & STORM SEWER)

CITY OF WACONIA, MINNESOTA

March 14, 2022

Date: April 4 - 2022

City of Waconia, Minnesota
201 S. Vine Street
Waconia, MN 55387

The undersigned, Henning Excavating
as bidder, proposes and agrees to furnish all equipment, labor, materials, and supplies for the City Square Park Project Section A project which is located within the City of Waconia, MN, in accordance with the Plans as prepared by Bolton & Menk, Inc., 2638 Shadow Lane,

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and applicable taxes and fees.

ITEM	BID ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LUMP SUM	1	<u>1,200.00</u>	<u>\$1,200.00</u>
2	REMOVE CONCRETE CURB & GUTTER	LIN FT	220	<u>\$4.00</u>	<u>\$880.00</u>
3	REMOVE CONCRETE WALK	SQ FT	1,600	<u>\$1.00</u>	<u>\$1,600.00</u>
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	460	<u>\$9.00</u>	<u>\$4,140.00</u>
5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	430	<u>\$2.00</u>	<u>\$860.00</u>
6	SALVAGE SIGN	EACH	1	<u>\$200.00</u>	<u>\$200.00</u>
7	COMMON EXCAVATION (EV)	CU YD	77	<u>\$12.00</u>	<u>\$924.00</u>
8	TOPSOIL BORROW (LV)	CU YD	40	<u>\$36.00</u>	<u>\$1,440.00</u>
9	GEOTEXTILE FABRIC TYPE V	SQ YD	140	<u>\$2.00</u>	<u>\$280.00</u>
10	AGGREGATE BASE CLASS 5 - SIDEWALK FILL OVER 4 INCHES (CU YD	20	<u>\$25.00</u>	<u>\$500.00</u>
11	TRAFFIC CONTROL	LUMP SUM	1	<u>\$500.00</u>	<u>\$500.00</u>
12	4" PVC C900 DR 18 STORM PIPE	LIN FT	25	<u>\$30.00</u>	<u>\$750.00</u>
13	4" PIPE DRAIN CLEANOUT	EACH	1	<u>\$300.00</u>	<u>\$300.00</u>
14	15" DUAL WALL HDPE STORM SEWER	LF	75	<u>\$50.00</u>	<u>\$3,750.00</u>
15	8" TRENCH DRAIN W/ GRATE	EACH	1	<u>\$3,200.00</u>	<u>\$3,200.00</u>
16	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	6	<u>\$750.00</u>	<u>\$4,500.00</u>
17	CONNECT 4" PVC DRAINTILE TO CB	EACH	1	<u>\$250.00</u>	<u>\$250.00</u>
18	CONNECT TO EXISTING STORM STRUCTURE	EACH	1	<u>\$300.00</u>	<u>\$300.00</u>
19	ADJUST FRAME & RING CASTING	EACH	2	<u>\$200.00</u>	<u>\$400.00</u>
20	4" POLYSTYRENE INSULATION	SQ YD	10	<u>\$40.00</u>	<u>\$400.00</u>
21	4" CONCRETE WALK	SQ FT	930	<u>\$8.50</u>	<u>\$7,905.00</u>
22	6" CONCRETE PEDESTRIAN RAMP	SQ FT	725	<u>\$9.25</u>	<u>\$6,706.25</u>
23	TRUNCATED DOMES	SQ FT	160	<u>\$60.00</u>	<u>\$9,600.00</u>
24	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	220	<u>\$29.00</u>	<u>\$6,380.00</u>
25	CONCRETE CURB DESIGN V	LIN FT	50	<u>\$32.00</u>	<u>\$1,600.00</u>
26	TRAFFIC CONTROL	LUMP SUM	1	<u>\$500.00</u>	<u>\$500.00</u>

27	BIOLOG	LIN FT	135	* 2.50	* 337.50
28	STORM DRAIN INLET PROTECTION	EACH	2	* 125.00	* 250.00
29	EROSION CONTROL BLANKET CAT 3N WITH SEED MIX 25-151	SQ YD	170	* 4.40	* 748.00
30	LANDSCAPING	ALLOWANCE	1		
31	STREET SWEEPING	HOUR	5	* 130.00	* 650.00
32	BITUMINOUS STREET PATCHING - FULL DEPTH STREET SECTK	SQ YD	140		
				TOTAL BASE BID:	

A bid bond will not be required. If this proposal is accepted, the bidder will enter into a contract and furnish a certificate of insurance within ten (10) days after this proposal is accepted. Bolton & Menk Inc. and the City of Waconia shall be listed as additional insureds. If this proposal is accepted, bidder agrees to commence work as required after acceptance and to complete all work by June 10, 2022.

It is understood and agreed that this proposal may not be withdrawn within thirty (30) days after bid closing date and the Bidder acknowledges the right of the Owner to reject any or all bids, waive any irregularities or informalities therein and award the Contract to other than the lowest Bidder if, in its discretion, the interests of the Owner would be best served thereby.

After the quotes are received and prior to award of the Contract, the Owner, at its sole discretion, may revise the project scope. In this event, no payment will be made to the Contractor for the deleted work, nor shall any adjustment be made to the unit prices bid due to the reduction of the scope of the project of the reduced quantities of work items.

I, the undersigned, state that the organization which I represent will be in compliance with applicable Federal and State Statutes and the City of Waconia's adopted Affirmative Action Program concerning non-discrimination and equal opportunity employment.

BY: Dennis Henning
 TITLE: Owner
 ADDRESS: 67510 LeJol Street
New Germany Minn. 55367
 TELEPHONE: 612-719-0736
 EMAIL: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 18, 2022
Item Name:	Authorize Construction Contract for Project B; Retaining Wall and Sidewalk
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	September 7, 2021; Resolution Authorizing Approval of Report and Authorizing Bid of Final ADA Improvements of City Square Park; City Project 587

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

Adopt Resolution 2022-124; Authorizing Approval of Construction Contract With Sunram Construction, Inc. For Project B, Retaining Walls & Sidewalk for City Square Park ADA Improvement Project, CIP Project 587

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

As Council Members are aware we have been working on ADA improvements of City Square Park to meet an agreement termination date of June 30, 2022. Previous work entailed improvements surrounding the restroom site and concrete sidewalk replacements. One key element to the agreement was an accessible access to the Gazebo. Two quality Contractor's were requested to provide submittals for Project B. We did receive one bid from Sunram Construction Inc.

Project B reflects the work and items necessary to add an accessible access to the Gazebo with a landform element. Attached with this request of action is an image of the improvements. Costs of this improvement are \$132,468.00, most of which is in the landform improvements. Little sidewalk impacts occur as part of this improvement project. Attached Council will find the bid form for the improvements.

Staff are recommending a Construction Contract be awarded to Sunram Construction, Inc. Sunram Construction, Inc. has worked on numerous projects like this as a main or sub-contractor for the city.

Attachments:

1. [22124res Proposal_B_Resolution_Award_Sunram_Const.doc](#)
2. [City Square Park Attach G image.pdf](#)

FINANCIAL IMPLICATIONS: Funding Sources & Uses: PIR	ADVISORY BOARD RECOMMENDATIONS: Park Board Recommendation
--	---

Budget Information: <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-124**

**RESOLUTION AUTHORIZING APPROVAL OF CONSTRUCTION CONTRACT WITH
SUNRAM CONSTRUCTION, INC. FOR PROJECT B, RETAINING WALL & SIDEWALK FOR
CITY SQUARE PARK ADA IMPROVEMENT PROJECT; CITY PROJECT 587**

WHEREAS, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

WHEREAS, City Engineer sent out two quote proposals for Project B, Retaining Wall and Sidewalk for City Square Park ADA Improvement Project; and

WHEREAS, One Quote was received from Sunram Construction, Inc. in the amount of \$132,468.00; and

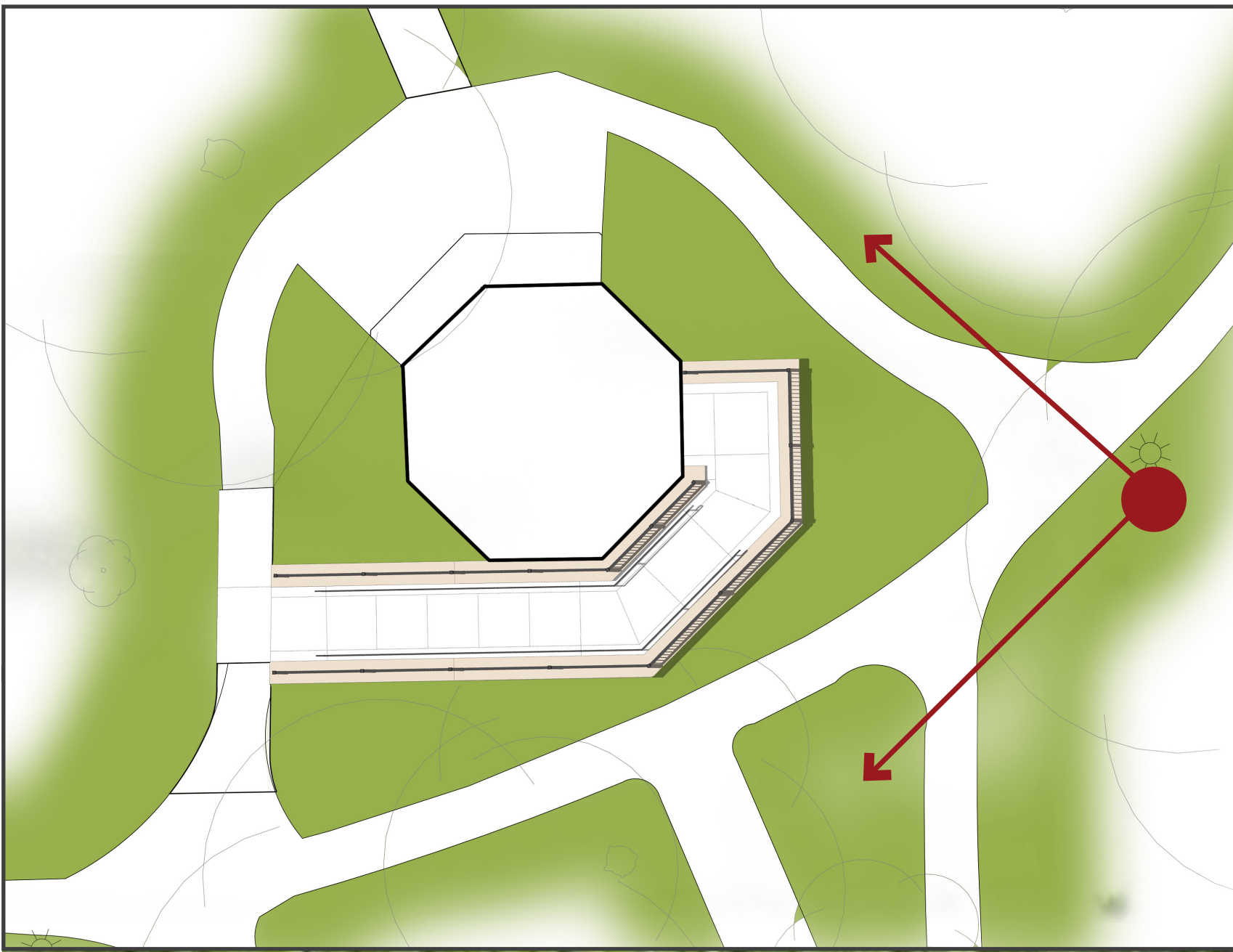
WHEREAS, staff are recommending approval to meet the June 30, 2022 dead-line for completion.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Construction Contract with Sunram Construction, Inc. for Project B, Retaining Wall & Sidewalk for City Square Park ADA Improvement Project; City Project 587.

Adopted by the City Council of the City of Waconia this 18th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator



DRAFT 10-15-2020

CITY SQUARE PARK GAZEBO VIEW FROM NORTH SIDE
CITY OF WACONIA

