

WACONIA CITY COUNCIL MEETING AGENDA



**Monday, August 7, 2023
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: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: STEVE YETZER
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS

NOTE: TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 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 City Administrator at 952-442-3100 or sfineran@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**
 - 1) [Adult Use Cannabis Moratorium and Use of Cannabis in Public Spaces](#)
Conduct a Public Hearing and consider ordinance 761 Prohibiting the sale, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of cannabis products in the City of Waconia and Ordinance 762 Creating Chapter 515 and prohibiting the use of cannabis products in public places in the City of Waconia
- 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.

 - 1) [July 17, 2023 City Council Meeting Minutes](#)
Adopt July 17, 2023 City Council Meeting Minutes

- 2) [August 7, 2023 Expenditures](#)
Payment of August 7, 2023 Expenditures
- 3) [Contractor Pay Request #11 - Waconia Parkway South Improvements](#)
Motion to approve Pay Estimate No. 11 to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.
- 4) [Contractor Pay Request #10 - New Fire Station](#)
Motion to Approve Contractor Payment Request for the New Fire Station Project
- 5) [Contractor Pay Request #3 - Waconia Downtown Reconstruction - Phase 1](#)
Motion to approve pay estimate No. 3 to GMH Asphalt, Inc. for the Waconia Downtown Reconstruction - Phase 1
- 6) [Approve Temporary Liquor License for Chumly's Bar](#)
Adopt Resolution 2023-178 Approving Temporary On-Sale Liquor License Applications for Chumly's Bar
- 7) [Joint Powers Agreement - Minnesota BCA Criminal Justice Data Network](#)
Adopt Resolution 2023-179, Approving Joint Powers Agreement and Amendment
- 8) [Special Event Permit - Nickle Dickle Day](#)
Adopt Resolution 2023-180, Approving Special Event Permit
- 9) [Authorize Obtain Quotes Well #5](#)
Adopt Resolution 2023-181; Authorize Staff to Obtain Removal Quotes For Annual Inspection & Repair of Well #5 Under 2023 Capital Improvement Project 702
- 10) [Approval of High Service Pump Repair Invoice](#)
Adopt Resolution 2023-182; Authorize Approval of Final Bergerson-Caswell Invoice For High Service Pump Repair In The Amount of \$28,815.00 for 2023 Capital Improvement Project 702

7. COUNCIL BUSINESS

- 1) [Award of Construction Contract for 2023 Infrastructure Improvement Project](#)
Adopt Resolution 2023-183; Authorizing Award of Construction Contract For 2023 Infrastructure Improvement Project to GMH Asphalt Corporation In The Amount of \$891,066.10
- 2) [Approve Temporary Liquor License for American Legion](#)
Adopt Resolution 2023-176 & 2023-177 Approving Temporary On-Sale Liquor License Applications for American Legion

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS

10. BOARD REPORTS

- 1) Councilmember Sorensen
- 2) Councilmember Yetzer
- 3) Councilmember Gleason
- 4) Councilmember Grengs
- 5) Mayor Waldron

11. ANNOUNCEMENTS August 10th - Music in the Park - The Brueskes at 7:00 p.m. August 17th - Music in the Park - Everett Smithson at 7:00 p.m.

12. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Waconia Baseball Association Field Enhancements, 2024 Downtown Reconstruction Layout Review, 2023 Budget to Actuals

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Park Board - August 17th at 6:30 p.m.

City Council - August 21st at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Adult Use Cannabis Moratorium and Use of Cannabis in Public Spaces					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Conduct a Public Hearing and consider ordinance 761 Prohibiting the sale, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of cannabis products in the City of Waconia and Ordinance 762 Creating Chapter 515 and prohibiting the use of cannabis products in public places in the City of Waconia							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Earlier this year the Minnesota State Legislature legalized cannabis use, possession, and manufacture to be effective on August 1st, 2023. In the legislation the regulatory frame work and the participation of local governments in that framework is to be further developed by the Office of Cannabis Management of the State of Minnesota as it pertains to licensing and businesses participating in the cannabis market. The city will need to study the regulatory framework contained in the legislation as well as the guidance provided by the Office of Cannabis Management prior to enacting any other local ordinances or regulations as it pertains to the legalization of cannabis, businesses that are created to support the cannabis market, land use impacts, and the impacts to the health and well being of the community. Therefore it is recommended that the City Council adopt a moratorium to last no later than January 1, 2025, unless rescinded by the City Council, in which time the City will study the topic and any ordinances it sees fit under the legislation. Additionally, the recently passed legislation made the use of cannabis legal throughout the state unless otherwise prohibited lawfully locally. The City currently regulates the use of alcohol in public spaces such as parks, streets, and alleyways. Similar to those regulations, a proposed ordinance is provided that would prohibit the use of cannabis products in public places within the city and on private property where it is prohibited by the property owner. A violation of an adopted ordinance would be a petty misdemeanor.							
<u>Attachments:</u>							
1. Ord 761 Interim Ordinance for Cannabis 2. Ord 762 CHAPTER 515							
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			

ORDINANCE NO. 761

CITY OF WACONIA, COUNTY OF CARVER, STATE OF MINNESOTA

AN INTERIM ORDINANCE PROHIBITING THE SALE, TESTING, MANUFACTURING, CULTIVATING,
GROWING, TRANSPORTING, DELIVERY, AND DISTRIBUTION OF CANNABIS PRODUCTS IN THE
CITY OF WACONIA

The City Council of the City of Waconia does ordain:

SECTION 1. BACKGROUND.

- A. By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. §151.72 and permitted the sale of edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol, commonly known as THC (“THC Products”).
- B. The 2023 Legislature has voted to expand both the legalization of types of THC and cannabis products and also the types of THC and cannabis businesses permitted. The House passed HF100, and the Senate passed a similar companion bill, SF73. The Governor signed the resulting bill on May 30, 2023.
- C. The session law established a regulatory framework for adult-use cannabis, as well as the lower potency hemp edibles; moved the medical cannabis program under a newly created state agency called the Office of Cannabis Management; established taxes on regulated products; created grants to assist individuals entering into the legal cannabis market; amended criminal penalties; provided for expungement and resentencing of certain convictions; provided for temporary regulation of hemp-derived edible cannabinoid products; rescheduled marijuana; and appropriated money.
- D. The state licensing agency provisions became effective July 1, 2023, and the agency may establish a model ordinance for cities, which the City of Waconia would benefit from reviewing and analyzing before making any decisions related to cannabis businesses and products in the City.
- E. The session law specified what distance restrictions cities can put in place under their zoning power. The City would benefit from having time to study and analyze acceptable time, place, and manner restrictions that would be feasible for the City of Waconia.
- F. Pursuant to Minn. Stat. § 462.355, subd. 4, the City is authorized to enact by ordinance a moratorium to regulate, restrict or prohibit land uses within its jurisdiction to protect the public health, safety, and welfare. Specifically, the City is authorized to enact a moratorium ordinance to allow it to undertake a study to determine whether to adopt any regulations or restrictions, including siting and location of uses, related to the sales,

testing, manufacturing, cultivating, growing, transporting, delivery and distribution of Cannabis Products.

- G. Pursuant to its general police powers, set forth in Minn. Stat. § 421.221, subd. 32, and pursuant to the new session law, to be numbered MN Stat. § 342.13, the City may enact and enforce regulations or restrictions on Cannabis Products within the City to protect the public safety, health, and welfare, including restrictions and a moratorium on the sales, testing, manufacturing, cultivating, growing, transporting, delivery and distribution, during the pendency of a study to determine the need for police power regulations, including, but not necessarily limited to, any additional licensing and time, place, and manner restrictions that may be allowed.
- H. Pursuant to the language of the session law, cities, as soon as the bill becomes effective, have authority to adopt an interim ordinance to prohibit a cannabis business from opening until January 1, 2025, in order to conduct studies or consider adopting or amending allowed restrictions on the operation of a cannabis business.

SECTION 2. FINDINGS.

- A. The City Council finds there is a need to study (i) cannabis products, including products: using any part of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids; and any lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol, (ii) cannabis businesses related thereto, and (iii) the impact of those businesses and products as related to allowed land uses and zoning, in order to assess the necessity for and efficacy of regulation and restrictions relating to the retail sales, wholesale sales, testing, growing, cultivating, manufacturing, transporting, delivery of, or distribution of any of the products referenced herein, including through zoning ordinances or licensing, if allowed, in order to protect the public health, safety, and welfares of its residents.
- B. The study will allow the City Council to determine the appropriate changes, if any, that it should make to the Waconia City Code, including any necessary zoning changes.
- C. The time will allow for any state agency licensing cannabis businesses to make rules and adopt its model ordinances which will further aid the Council in studying and considering restrictions on the operation of a cannabis businesses and the use of the products listed in paragraph A above.
- D. The City Council, therefore, finds that there is a need to adopt a city-wide moratorium on the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, delivery of, and distribution of Cannabis Products, including products: using any part of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including, but not limited to, tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp

edibles that contain more than 0.3% of Tetrahydrocannabinol, within the City while City staff studies the issue.

SECTION 3. MORATORIUM.

- A. No individual, establishment, organization, or business may, for commercial purposes, engage in the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, delivery of or distribution of Cannabis Products, including products using any part of the plant of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including, but not limited to, tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol, until January 1, 2025 or until this ordinance is modified or repealed, whichever occurs first.
- B. Planning or zoning applications related to any of the products listed in Subsection A of Section 3 herein or applications from individuals, establishments, organizations, or businesses involved in the proposed sale, testing, growing, cultivating, manufacturing, transporting, delivery of, or distribution of Cannabis Products within the City of Waconia shall not be accepted or considered until January 1, 2025 or until this ordinance is modified or repealed, whichever occurs first.
- C. This moratorium does not apply to the selling, testing, manufacturing, or distributing of Cannabis Products related to the Medical Cannabis Program as administered by the Minnesota Department of Health, provided that such activity is done in accordance with the regulations and laws of Minnesota regarding Medical Cannabis.
- D. This moratorium does not apply to the continued sale of THC Products allowed under the 2022 Legislation, which includes edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol, by retailers in existence before July 1, 2023.

SECTION 4. STUDY. The City Council directs City staff to study the need for local regulation regarding the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, delivery or distribution of Cannabis Products listed in Section 3(A) herein within the City of Waconia. Staff must also study the need for creating or amending zoning ordinances, licensing ordinances, as allowed by the state, or any other ordinances, as allowed and not preempted by the state, to protect the citizens of Waconia from any potential negative impacts. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate or, as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

SECTION 5. ENFORCEMENT. The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal

action deemed necessary to secure compliance with this Ordinance. A violation of this Ordinance is also subject to the City's general penalty in City Code Chapter 102.

SECTION 6. TERM. Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect until January 1, 2025.

EFFECTIVE DATE

This ordinance shall become effective upon publication of notice of its adoption.

Passed and adopted by the City Council of the City of Waconia this ____ day of _____, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

[https://mhslaw.sharepoint.com/sites/1/41908/draftdocs/ordinances/interim ordinances/cannabis/interim ordinance for cannabis \(draft 07-11-2023\).docx](https://mhslaw.sharepoint.com/sites/1/41908/draftdocs/ordinances/interim%20ordinances/cannabis/interim%20ordinance%20for%20cannabis%20(draft%2007-11-2023).docx)

ORDINANCE NO. 762

CITY OF WACONIA, COUNTY OF CARVER, STATE OF MINNESOTA

AN ORDINANCE CREATING CHAPTER 515 OF THE CITY OF WACONIA CODE OF ORDINANCES
PROHIBITING THE USE OF CANNABIS PRODUCTS IN PUBLIC PLACES IN THE CITY OF WACONIA

The City Council of the City of Waconia does ordain:

Section 1. ADOPTION OF ORDINANCE

That a new chapter 515 of the City of Waconia Code of Ordinances is hereby adopted which reads as follows:

CHAPTER 515

USE OF CANNABIS IN PUBLIC PLACES

Section

515.01	Findings and Purpose
515.02	Definitions
515.03	Prohibited Acts
515.04	Penalty

515.01 Findings and Purpose

This Chapter regulates the use of cannabis products in public places to protect the health, safety, and general welfare of the residents of the City.

The Minnesota legislature amended Minnesota law in 2023 to legalize the use of certain cannabis products. The new law is a comprehensive legislation which introduced new regulations for cannabis businesses, taxes on the sale of cannabis products, and regulations on the adult use of cannabis products; and

The new law leaves the regulation of the use of cannabis in public places to local governments; and

The new law provides, in the section to be numbered MN Stat. § 152.0263 sub.5, that local governments may enact an ordinance making the unlawful use of cannabis products a petty misdemeanor offense; and

Pursuant to its general police powers, set forth in Minn. Stat. § 421.221, subd. 32, the City may provide for laws which promote public health, safety, and general welfare; and

The City Council finds that it is in the best interest of the City and its residents, and conducive to the promotion of public health, safety, and welfare to regulate the use of cannabis products in public places within the City;

515.02 Definitions

The following terms, as used in this Chapter, shall have the meanings stated in this section:

“Cannabis” means cannabis flower, cannabis products, lower-potency hemp edibles and hemp-derived consumer products, as defined in Minn. Stat. Section 342.01

“Public places” means all areas contained within the City boundaries, except the following:

- A. Private residences, including the curtilage and yard; and
- B. Private property not generally accessible by the public, unless a person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles or hemp-derived consumer products on the property by the owner of the property; and
- C. The premises of an establishment or event licensed to permit onsite consumption of cannabis flower, cannabis products, lower-potency hemp edibles or hemp-derived consumer products.

515.03 Prohibited Acts

The use of cannabis in public places anywhere in the City is unlawful and prohibited.

515.04 Penalty

Violation of this Chapter is a petty misdemeanor. Violations of this Chapter will be subject to the general penalty provisions of Chapter 102.

Section 2. EFFECTIVE DATE

This ordinance shall become effective upon passage and of publication of its adoption as provided by law.

Passed and adopted by the City Council of the City of Waconia this ____ day of _____, 2023.

Nicole Waldron, Mayor

ATTEST: _____

Jacqueline Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		July 17, 2023 City Council Meeting Minutes					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt July 17, 2023 City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Minutes 7-17-2023.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
July 17, 2023

1) [CALL MEETING TO ORDER AND ROLL CALL](#)

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 Waldron at 6:00 p.m. The following members were present: Nicole Waldron, Randy Sorensen, Steve Yetzer, Jeff Grengs, Nick Gleason

Staff Present: Shane Fineran, Jackie Schulze, Lane Braaten, Nicole Meyer, Ann Meyerhoff

2) [PLEDGE OF ALLEGIANCE](#)

3) [ADOPT AGENDA](#)

Motion by Yetzer, seconded by Sorensen 3) ADOPT AGENDA
MOTION carried.

4) [VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE](#)

Tim Litfin updated Council on the upcoming Tour De Tonka event.

5) [ADOPT CONSENT AGENDA](#)

5.1 June 20, 2023 City Council Meeting Minutes

[Cover Page](#)

[6-20-2023 Minutes.pdf](#)

5.2 July 17, 2023 Expenditures

[Cover Page](#)

[Council List-Expenditures 07.17.23_Regular.pdf](#)

[Council List-Expenditures 07.17.23_Other.pdf](#)

5.3 Contractor Pay Request #7 - Waterford Park - Water Reuse Station Project

[Cover Page](#)

[2023-06-29 Waterford Reuse Payment #7.pdf](#)

5.4 Contractor Pay Request #8 - Waconia 2022 Infrastructure Improvements

[Cover Page](#)

[2023-07-13 2022 Project Payment #8.pdf](#)

5.5 Contractor Pay Request #2 - Waconia Downtown Reconstruction - Phase 1

[Cover Page](#)

[2023-07-12 Downtown Recon Ph 1 Payment #2.pdf](#)

5.6 Kraus Anderson Contractor Pay Request - New Fire Station

[Cover Page](#)

[2.2023.06 Waconia Fire Station.pdf](#)

5.7 Lodging Tax Fund Request - Waconia CVB

[Cover Page](#)

5.8 Rink Management Services Corporation Safari Island Community Center
Expenditures Incurred June 2023

[Cover Page](#)

[Safari Island - Bills & Applied Payments June 23.pdf](#)

5.9 Rink Management Services Corporation Waconia Ice Arena Expenditures
Incurred June 2023

[Cover Page](#)

[Ice Arena - Bills & Applied Payments June 23.pdf](#)

5.10 Cigarette License for Waconia Tobacco & Vape LLC

[Cover Page](#)

[23158res Cigarette License for Waconia Tobacco & Vape Center LLC.docx](#)

5.11 Special Event Permit - UHCCF Century Ride

[Cover Page](#)

[23159res_UHCCF_Century_Ride_Special_Event_Permit.doc](#)

[UHC Century Ride SEP.pdf](#)

5.12 Special Event Permit - Waconia Brewing Nickle Dickle Day Beer Garden

[Cover Page](#)

[23160res_WBC_Nickle_Dickle_Event.doc](#)

[Nickle Dickle Beer Garden - Waconia Brewing.pdf](#)

5.13 Special Event Permit - Waconia Brewing Flannel Crawl Beer Garden

[Cover Page](#)

[23161_WBC_Flannel_Crawl_Event.doc](#)

[Flannel Crawl - Waconia Brewing.pdf](#)

5.14 Temp. On-Sale Liquor License and Application to Conduct Bingo

[Cover Page](#)

[23162res Temp On Sale Carver Co. Ag. Society.doc](#)

[23163res Exempt Permit Carver Co. Ag. Society.doc](#)

5.15 Temp. On-Sale Liquor License Waconia Brewing Company

[Cover Page](#)

[23164res Temp On Sale Waconia Brewing.doc](#)

5.16 Temp. On-Sale Liquor License Waconia Brewing Company

[Cover Page](#)

[23165res Flannel Crawl Temp License.docx](#)

5.17 Small Business Start-Up Grant - Bode Gray's

[Cover Page](#)

[23166res_Small_Business_Grant_Bode_Grays.docx](#)

5.18 Authorize Grant Application

[Cover Page](#)

[23167res_LSL_Inventory_Tech_Ass. \(1\).doc](#)

[MDH Grant Information.pdf](#)

5.19 Authorize Grant Application Submittals

[Cover Page](#)

[23168res LRIP_TED_TEDI_Funding_Application_Resolution_Waconia.doc](#)

[Local Road Improvement Program \(LRIP\) Funding Flyer.pdf](#)

[MnDOT TED 2023 Information.docx](#)

[Transportation Economic Development Infrastructure \(TEDI\) Information](#)

5.20 Probationary Firefighters to Active Status

[Cover Page](#)

[23169res_Active_FF_Status_-_Resolution.docx](#)

5.21 Phone System Upgrade

[Cover Page](#)

[23170res Phone Contract.docx](#)

[Marco Phone System Upgrade Contract.pdf](#)

5.23 Authorize Preliminary Design Trunk Highway 5 Corridor

[Cover Page](#)

[23175res_Preliminary_Design_TH_5_Phase_II.doc](#)

[TH 5 Phase II Layout.pdf](#)

Item 5.22 Appointment of Street Maintenance Worker was removed from the Consent Agenda.

Motion by Sorensen, seconded by Grengs 5) ADOPT CONSENT AGENDA

MOTION carried.

6) **COUNCIL BUSINESS**

6.1 New Firefighter Oath & Badge Pinning

[Cover Page](#)

Mayor Waldron swore in Firefighters Tony Kuczek and Ryan Thayer to Active Firefighter status.

6.2 National Night Out

[Cover Page](#)

[National Night Out Map.pdf](#)

[National Night Out Special Event Permit](#)

[23172_National_Night_Out_Event.doc](#)

[National Night Out Flyer](#)

Shane Fineran shared that Angie Cruzen with Gather and Grow has submitted a Special Event Permit for August 1st, 2023 for a community wide National Night Out Event. Gather & Grow has been awarded a \$5,000 grant to support the event and make available games, face painting, and food free to the public. The City has been requested to consider this a City supported event and provide some logistical support with street closures on Pine Street and portion of Spruce, as well as be present during the event with vehicles from the Fire Department, Sheriff's Office, and Public Services for demonstration and review by the public as well as cross promotion. The city will be listed as a co-host of the event. The event will be held at city Square Park on Tuesday, August 1, 2023 from 6:30 – 8:00 p.m.

Motion by Gleason, seconded by Sorensen Adopt Resolution 2023-172, Approving Special Event Permit.

MOTION carried.

6.3 Site Plan & Design Review - Valvoline

[Cover Page](#)

[23173res Site Plan Vavoline.docx](#)

[Location Map \(1 Page\)](#)

[Proposed_Valvoline Plan Set.pdf](#)

Lane Braaten stated that Valvoline LLC has submitted an application for Site Plan and Design Review for the property located at 840 Marketplace Drive. The applicant is proposing to construct a new freestanding 2,080 sq. ft. structure and site improvements in the B-1, Highway Business District.

Braaten shared the site plan and elevations explaining that it meets all site plan and design review elements. The Planning Commission at their regular meeting on July 6, 2023, reviewed the pertinent information and recommended approval via a 5-0 vote.

Motion by Yetzer, seconded by Sorensen Adopt Resolution 2023-173, Approving the Site Plan & Design Review application for the proposed Valvoline at 840 Marketplace Drive

MOTION carried.

6.4 After-the-Fact Variance Request - 125 First Street West

[Cover Page](#)

[23174res_Variance_Approval_Bode_Grays.docx](#)

[Location Map.pdf](#)

[Proposed Elevation_Bode Grays.pdf](#)

[JAmdal Architects Letter.pdf](#)

[Herzog Engineering Bode Gray Rooftop Duct Screening Opinion Letter.pdf](#)

[Public Hearing Comment.pdf](#)

[Bode Grays Planning Commission Recommendation PDF.pdf](#)

Braaten indicated that the city has received an application by Greg James requesting approval of an after-the-fact variance from the Downtown District Design Standards which requires all rooftop equipment to be screened from view from adjacent streets, public rights-of-way and adjacent properties.

It was noted that screening is required but a plan was not included in the Mechanical Permits at the time they were pulled. Public Notice was published in the Waconia Patriot on June 22nd and posted at Waconia City Hall. Individual notices were mailed to all property owners within 350 feet of the subject parcel. The Planning Commission reviewed the pertinent information, held the public hearing, and took all public comment. The Commission recommended approval of the after-the-fact variance application to allow partial screening of the existing rooftop mechanical equipment with the following conditions:

1. The rooftop mechanical equipment shall be screened to the full extent possible with the proposed dark bronze pre-finished metal panel to match the existing storefront and roof coping.
2. The rooftop mechanical equipment that cannot be physically screened from view shall be painted a uniform color that is consistent with the design of the building.

Greg James, 300 W Lake Street, addressed the Council stating that most of this work was done in the Winter and his structural engineer was not comfortable putting anything else on the roof because of concerns with the snow load.

Council had a short discussion.

Motion by Gleason, seconded by Grengs Adopt Resolution 2023-174, Approving the after-the-fact variance application to partially waive the rooftop screening requirement state in the Downtown District Design standards for 125 1st Street West.

MOTION carried.

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

9) BOARD REPORTS

Council Member Sorensen: CIP meetings are ongoing.

Council Member Yetzer: Southwest Corridor Transportation Coalition has fully funded 82nd Street which is on the north side of the arboretum.

10) ANNOUNCEMENTS

11) ADJOURN REGULAR MEETING

Motion by Gleason, seconded by Sorensen 11) ADJOURN REGULAR MEETING 6:38

MOTION carried.

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Nicole Waldron, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		August 7, 2023 Expenditures					
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 <i>(Include motion in proper format.)</i>							
Payment of August 7, 2023 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements registers for the City of Waconia as of August 7, 2023. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Contractor Pay Request #11 - Waconia Parkway South Improvements					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	☒	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve Pay Estimate No. 11 to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Parkway South Improvements and recommends payment of \$61,671.65 based on the engineering request for payment. This payment represents approximately 94.0% of the total approved contract for the project.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water and Storm Water Utility Funds							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Contractor Pay Request #10 - New Fire Station					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Contractor Payment Request for the New Fire Station Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Kraus-Anderson Construction Co. has reviewed the contractor pay request #10 for the new fire station project. The contractors requesting payment are as follows: Wells Concrete Products Company \$721,210.34 Ford Metro, Inc. \$65,157.68 Superset Tile & Stone, LLC \$1,429.75 MCI. Inc. \$44,979.66 Sentra-Sota Sheet Metal, Inc., \$11,400.00 Electrical Production Services, Inc. \$10,083.39 Parker Contracting, LLC \$450,623.67 Century Fence Company \$20,092.50 The total amount of the contractor payments for this request is \$1,324,976.99. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Fund							
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:		August 7, 2023					
Item Name:		Contractor Pay Request #3 - Waconia Downtown Reconstruction - Phase 1					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve pay estimate No. 3 to GMH Asphalt, Inc. for the Waconia Downtown Reconstruction - Phase 1							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Downtown Reconstruction - Phase 1 and recommends payment of \$825,106.13 based on the engineering request for payment. This payment represents approximately 49% of the total approved contract for the project.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water, Sewer, Storm Water							
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:		August 7, 2023					
Item Name:		Approve Temporary Liquor License for Chumly's Bar					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-178 Approving Temporary On-Sale Liquor License Applications for Chumly's Bar							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from Chumly's Bar for an event to be held on September 15, 2023 – September 16, 2023. Sale and consumption of alcoholic beverage will be limited to the lot located at 116 Main Street West. Staff recommends approval of this request. <u>Attachments:</u> 1. 23178res Temp On Sale Chumly's.doc							
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
RESOLUTION NO. 2023-178**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from Chumly's Bar for an event to be held on September 15, 2023 – September 16, 2023 at 116 Main Street West, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Lot at 116 Main Street West.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application for Chumly's Bar on September 15, 2023 – September 16, 2023, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 7th day of August, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Joint Powers Agreement - Minnesota BCA Criminal Justice Data Network					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-179, Approving Joint Powers Agreement and Amendment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Carver County Attorney's Office and the Carver County Sheriff's Office perform prosecutorial and law enforcement services on behalf of the city respectively. In order to carry out these duties, the offices need access to statewide criminal justice data communications network and court subscriber network maintained by the Minnesota Bureau of Criminal Apprehension. The joint powers agreement between the city and the BCA ensure that these entities have access to this system on behalf of the city in order to carry out the contracted services with each agency. The JPA has expired and needs to be renewed. Attachments: 1. 23179res_BCA_CJDN_JPA.doc 2. Waconia Prosecution Attorney Master JPA.pdf 3. Waconia Prosecution Attorney Amendment.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
None							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-179**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF WACONIA ON BEHALF OF ITS CITY ATTORNEY AND LAW
ENFORCEMENT AGENCY**

WHEREAS, the City of Waconia on behalf of its Prosecuting Attorney and Law Enforcement Agency desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Waconia on behalf of its Prosecuting Attorney and Law Enforcement Agency, are hereby approved.
2. That the Carver County Sheriff, Jason Kammerud, or his or her successor, is designated the Authorized Representative for the Law Enforcement Agency. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Carver County Attorney, Mark Metz, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Nicole Waldron, the Mayor for the City of Waconia, and Jackie Schulze , the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council of the City of Waconia this 7th day of August 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Waconia on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007
Email Address:	Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Mark Metz, County Attorney
Address: 600 E 4th Street
PO Box 12
Chaska, MN 55318-2102
Telephone: 952.361.1400
Email Address: mmetz@co.carver.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement 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 must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Waconia on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 226442, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Special Event Permit - Nickle Dickle Day					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-180, Approving Special Event Permit							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The 62nd annual Nickle Dickle Day event is scheduled for Friday, September 15th and Saturday, September 16th. This special event is identified in the City's Special Event Policy as a City supported event in which we provide significant logistical support with street closures, materials, and staffing. In turn the City is noted is recognized as a top sponsor of the event. This years schedule includes a street dance on Friday, September 15th from 8:00 p.m. to 11:30 p.m. located in Lot 1, featuring the Good, the Bad, and the Funky. Traditional activities on Saturday, September 16th throughout downtown and center at City Square Park include the car show, craft and food vending, trampoline, mechanical bull, musical entertainment, and demonstrations. Portions of 1st Street, Olive Street, Elm Street, Pine Street, and Spruce Street are requested to be closed for these events. The Community Education 5k, 10k, and Tickle Fun Run is also scheduled for the morning of the 16th with various streets along the route requested to be closed during this event. <u>Attachments:</u> 1. 23180res_Special_Event_Permit_NDD.doc 2. Special-Event-Permit-Application.NDD.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-180**

**RESOLUTION APPROVING SPECIAL EVENT AND TEMPORARY NOISE PERMIT
NICKLE DICKLE DAY**

WHEREAS, the City of Waconia has received permit application for a special event to occur on municipal streets, parks, and trails submitted by Christine Fenner and the Waconia Chamber of Commerce; and

WHEREAS, the 62nd annual Nickle Dickle Day event will be held on Friday, September 15th and Saturday, September 16th; and

WHEREAS, municipal property to be used on Friday, September 15th include Lot 1 from 12:00 p.m to 12:00 a.m for an outdoor concert with alcohol service for which a temporary noise permit is granted; and

WHEREAS, municipal property to be used on Saturday, September 16th include portions of First Street, Olive Street, Elm Street, Pine Street, Spruce Street for central event activities from 6:00 a.m. until 7:00 p.m.

WHEREAS, municipal property to be used on Saturday, September 16th include portions of First Street, Cherry Street, Waconia Parkway S trail and Maple Street for Community Education Fun Run routes from 5:00 a.m. until 11:00 a.m.

WHEREAS, the applicant shall furnish the City of Waconia a certificate of insurance naming the city as additional insured with the limits consistent with the Special Events Policy and at least two weeks prior to the event; and

WHEREAS, Waconia Chamber of Commerce staff are permitted the use of a low speed vehicle to transport Chamber of Commerce staff and materials to and throughout the grounds; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Special Event and Temporary Noise Permit.

Adopted by the City Council of the City of Waconia this 7th day of August 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



SPECIAL EVENT PERMIT APPLICATION

A special event includes an event held in the city in which one of the following occurs:

- a) Amplified sound is to be used
- b) A street, sidewalk or other public right of way or place is closed for the benefit of the event attendees
- c) A temporary alcoholic beverage license is required or an existing on-sale alcoholic beverage license is carried to the event location as part of a community festival
- d) The event will adversely impact a considerable number of members of the public

Most outdoor events and activities within the City of Waconia require permits or approvals. All costs associated with the event are to be borne by the event sponsor. All applications must be approved by the City Council prior to issuance of a permit.

A Review Committee, made up of representatives from City and County departments, will review the application and make changes and/or recommendations to the event sponsor prior to application being forward to the City Council for a final decision.

TIMING FOR APPLICATION SUBMISSION

- Applications for special events need to be received by the City of Waconia at least 30 days prior to the event date, with submission 60 days in advance requested wherever possible.
- There is no guarantee an event application can be processed and approved in less than 30 days.
- For large scale events involving 1,000 participants or more application must be made 120 days in advance.

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

In the case of a race, walk, parade, or other event using City streets, a detailed layout of the route and arrangements for traffic control to be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards will be required to be submitted with the application.

Any event to be held within Parks or shelter must contact City Hall. A special event permit is required for events/activities exceeding 300 participants or any event/activity which extends beyond the immediate park boundaries.
<https://www.waconia.org/347/Facility-Use-Rental-Applications>

All applications, are to be sent directly to City Hall. **Issued permits will NOT be eligible for refunds.**

Section 1 CHECKLIST OF REQUIRED INFORMATION

Select **any** of the following that apply to this event:

- ☒ Amplified Sound to be used – COMPLETE SECTION 3 (B)
- ☒ Closure request for a street, sidewalk, or other public way or place as part of the event – COMPLETE SECTION 3 (C)
- ☒ Alcohol service as part of the event – COMPLETE SECTION 3 (D) AND ANY ADDITIONAL LIQUOR LICENSES WITH THE CITY HALL'S OFFICE IF REQUIRED
- ☒ Tents or other membrane structures to be erected as part of the event
- ☐ Fireworks Display as part of the event

Staff Initials	For your license application to be processed, you must submit the following to the City Halls's Office:
☐	☒ This application form, fully completed and signed by the applicant or an authorized officer or partner. ANSWER EVERY QUESTION, USING N/A IF NECESSARY ON ANY QUESTIONS. APPLICATIONS WITH BLANK QUESTIONS WILL BE RETURNED WITHOUT PROCESSING.
☐	☒ Detailed Site Plan for the event
☐	☒ Certificate of Insurance, if required
☐	☒ Traffic Control plan from an approved vendor for any street closures
☐	☐ Payment for required permit fee; Checks must be made payable to the City of Waconia •\$100 for base Special Event Permit
☐	☐ Any required additional permit applications from other City departments

Section 2. REQUIRED LICENSE INFORMATION – complete every question				
A. Information about who is completing and submitting this application				
1. First Name Christine		2. Last Name Fenner		
3. Primary Telephone Number 952-442-5812	4. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	5. Alternate Phone Number 612-850-1961	6. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	
7. Email Address cfenner@desintationwaconia.org				
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☒ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other 		
B. Information about primary point of contact for this license during licensed activity (if different than above) THIS PERSON MUST BE ON SITE DURING THE EVENT				
10. First Name		11. Last Name		
12. Primary Telephone Number	13. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other	
16. Email Address		17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other 		
C. Mailing Address Information				
18. Name of organization or individual to whom correspondence should be sent about this permit Waconia Chamber of Commerce				
19. Email Address cfenner@destinationwaconia.org				
20. Mailing Address 209 S Vine St	21. City Waconia	22. State MN	23. Zip Code 55387	
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email				
D. License Holder Information				
Provide information about who this license will be issued to				
25. Entity license will be issued to Waconia Chamber of Commerce				
26. Business Federal Tax ID Number/Tax Exempt Number		27. Business State Tax ID Number		
28. Business Address 209 S Vine St		29. City Waconia	30. State MN	31. Zip Code 55387
Section 3. Event Information – attach additional sheets as needed for any questions				
A. Event Basics				
32. Name of Event Nickle Dickle Day				
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 9/15/2023				
34. Time of Event 7:00 p.m. on 9/15 & 8:00 am to 5:00 p.m. on 9/16		35. Set up start time and clean up finish time 9:00 a.m. on 9/15 and 6:00 p.m.		

36. Location of Event –Street Address Various in downtown Waconia	37. City Waconia	38. State MN	39. Zip Code 55387
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i> See attached			
41. Is your event in a City park? ☒ Yes ☐ No If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? ☒ Yes ☐ No			
43. Estimated Number of Attendees- 20,000+	44. Are tickets being sold? ☒ Yes ☐ No		
45. What is the admission charge, if any Street Dance only \$10	46. Purpose of event proceeds (if applicable) Cost of event		
47. Describe how attendance will be monitored and limited if necessary None			
48. Describe any entertainment being provided Outdoor concert, athletic events, car show, food, crafts, music and entertainment shows, demonstrations, etc.			

49. Describe food and beverage plans for the event, including who will be providing any food or beverages and what other licenses or permits will be obtained from any jurisdiction for this service.

Private vendors

50. Describe how any emergencies or medical needs occurring during the event will be met

Emergency services will be coordinated with Carver County Sheriff's Office and Waconia Fire Department.

Sanitation and garbage disposal is the responsibility of the event sponsor. Staff will review this information for adequacy based on planned attendance.

51. Will you be providing additional trash receptacles?



Yes

Company providing this service: Suburban Waste Services

Number of receptacles: 90

What is the plan for picking these receptacles up following the event?

Monday, September 18th, 2023



No

Explain how trash will be managed as part of the event:

52. Will you be providing toilets and wash stations?



Yes

Company providing this service: Mini-Biff

Number of toilets: 24

Number of wash stations:

What is the plan for picking these items up following the event?

Monday, September 18th 2023



No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

53. INDICATE WHICH OF THE FOLLOWING APPLIES TO THIS EVENT:

- ☐ Maximum allowable sound pressure level no more than 85 decibels measure at the property line or venue boundary.
- ☒ Waive the maximum allowable sound pressure level and require the amplified sound to terminate no later than 10:30 PM
- ☐ There will be NO amplified sound at this event.

54. Describe the means and method proposed by you as the applicant to prevent noise from the event from unreasonably disturbing those persons who live or work in the vicinity of the event.

Friday, September 15th street dance will feature a band located in Lot 1. Requesting that the event be declared outdoor concert and end time to be 11:30 p.m.

C. Information about any public right of way closures

55. Are you requesting any kind of public right of way closure as part of this event?

- ☐ Yes, for a very limited duration less than 15 minutes
- ☒ Yes, for 15 minutes or longer – an obstruction permit through Public Services Department will be required
- ☐ No – if no, please skip the remainder of this section and jump to subsection D

When a street is to be closed for over 15 minutes, a detour is to be established and signed to provide a designated route around the event. A detailed layout of the route and arrangements for traffic control must be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards. Law Enforcement Officers must be utilized at all traffic controlled intersections. Public Services time for temporary traffic signal modifications, additional signage, or other City costs may be charged.

In addition all events with street closures must include an emergency plan detailing access for emergency vehicles. Road closures are not allowed for locations where there are no other access options for the businesses or residents

56. Attach a detailed diagram of any proposed closure, and explain here exactly what is pictured in the diagram and intended in terms of the closure

See attached.

57. Are you proposing a street closure that will impact residential properties?

- ☒ Yes – if yes, you must notify all properties at least 7-days in advance of the event of the closure
- ☐ No

58. Are you proposing a street closure that will impact commercial properties?

- ☒ Yes
- ☐ No

If yes, you must notify all businesses at least 14-days in advance of the closure.

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Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

The information collected and required as part of a license application will be used to determine eligibility for a City of Waconia License or Permit. Disclosure of this information is voluntary. It is not legally required to provide requested data, however, failure to do so may mean the City of Waconia is unable to process this application.

Social Security Numbers and Birth Dates are classified as private data, and are not available to the public. Access to this data is limited to staff with a business need in order to determine license eligibility, and to administer and manage the licensing program.

Disclosure of a Minnesota Tax ID Number is required by Minnesota Statutes 270C.72, and this information may be requested by and released to the Minnesota Commissioner of Revenue.

All other information contained in this application is public information upon submission pursuant to the Government Data Practices Act, Minnesota Statutes Chapter 13. Individuals have the right to see and obtain copies of the data maintained on them, including private data, and also have the right to be told the contents and meaning of the data, and to contest the accuracy and completeness of the data.

A SIGNATURE VERIFYING THE OVERALL ACCURACY AND COMPLETENESS OF THIS APPLICATION BY THE OWNER, PARTNER, OR OFFICER OF THE ENTITY APPLYING IS REQUIRED IN ORDER TO PROCESS THIS LICENSE APPLICATION

Christine Fenner

I, (print name) Christine Fenner, agree to strictly comply with all the laws of the State of Minnesota governing the taxation of business and all ordinances of the City of Waconia, and that I intend to comply with the special event policy as well as any conditions of approval that may be placed on the permit if granted. I understand I can review all City ordinances on the City website or in the City Hall's Office.

I affirm I have no intention or agreement to transfer the permit being applied for to another person or entity, or to allow any other person or entity to operate under the authority of the permit. I understand that by submitting this application, I hereby consent to allow the appropriate City personnel, or any authorized representative or agents, to inspect the event premises for the purpose of ensuring compliance with the law and any permit conditions at any time the permit is active. I also understand that a denial of permission for such a lawful inspection of the premises is a violation of the permit provisions.

I hereby certify that I have read and understand every question in this application and that the answer to every question is true to my knowledge, information and belief. I further understand that the giving of false information as part of this application, regardless of when it is discovered, and/or failure to give required pertinent information can constitute cause for denial, suspension, or revocation of any permit issued.

Signature of Applicant

Christine Fenner

Date

8/2/2023



209 South Vine Street • Waconia MN 55387 • **952.442.5812** • DestinationWaconia.org

August 1, 2023

Memo: City of Waconia

From: Waconia Chamber of Commerce

RE: Temporary Noise Permit & Dance Plan

Street Dance Plan

Location: Portion of Municipal Lot #1

Duration of lot closure: 10:00 am 9/15/23 – 12:00 am Midnight 9/16/2023 (will need to have signs indicating lot closure times and towing consequences). The staging may begin set-up as early as 10:00am.

Date: Friday September 15, 2023 (Nickle Dickle Eve)

Time: Band Contracted 8pm – 11:30pm Gates open: 7:00pm

Band: The Good, the Bad, the Funky (staged to play towards downtown Waconia)

Gate: 2 gates for selling tickets. Must be 21 years + for admittance.

Logistics:

Fencing – working with City of Waconia to use snow fencing with stanchions. Need to work out timing of snow fencing set up and removal after dance.

Security – Additional hired security for perimeter and gate(s)

Bar – Contracting with Iron Tap to sell all canned alcoholic drinks, as well as non-alcoholic options.

Tables & Chairs – stationed at gates. Picked up after the dance at 11:30pm. Table barrels to be returned to Waconia Brewing Company. Volunteers to complete these tasks.

Garbage & Biffs – Chamber to contract services

All of the businesses that are located on this parking lot will be notified. We are also be working in conjunction with Waconia Brewing Company.



209 South Vine Street Waconia, MN 55387 952-442-5812

Date: July 31, 2023

To: Mayor Waldron, Council Members Sorensen, Gleason, Yetzer, and Grengs
Cc: City Administrator, Shane Fineran
RE: Nickle Dickle Day

Waconia City Council:

The Waconia Chamber of Commerce's Nickle Dickle Committee is planning for our 62nd annual family celebration. Nickle Dickle Day will be held on Saturday, September 16, 2023 in City Square Park and surrounding areas. As a result of the activities we have planned, a number of street closings and help from City Staff is requested. Thank you for considering these requests and please don't hesitate to contact me with any questions.

1. The Nickle Dickle committee is requesting a partial closing of First Street to vehicle traffic on the day of the event. We would like to **close First Street from Maple Street east to Oak Street from 6am – 5pm**. The closed portion of First Street will house a firetruck, trampoline, mechanical bull, car show entries other entertainment and pedestrian traffic. We would like to **close Olive Street from 2nd Ave (at Yetzer's Floor Store parking Lot) to the alleyway just before Old National Bank**. This would be done to ensure pedestrian safety as well as to provide additional space for activities and vendors. We would like to do a soft close at 2nd with a hard close at the alley by Hoppers. This will allow for parking in the Yetzer's Flooring Store lot as well as the Yetzer Sleep Store & Balance Life parking lot. This also leaves the alley open for cars to exit onto Olive and go south. Each shop owner affected on Olive Street in this area will be notified of this closure.
 - a. We request that Public Services personnel erect "No parking after 6am Saturday 9/16" on 1st Street from Maple to Oak on Friday afternoon, September 15. This should help prevent us from having to tow.
 - b. "Road Closed to Vehicle Traffic" signs by Saturday, September 16, 6:00 a.m.
2. The Nickle Dickle committee is requesting an additional partial closing of First Street to vehicle traffic on the day of the event starting at 5am through 11am for the Community Ed Fun Runs.

We request that Public Services personnel erect the Road Closed to Vehicle Traffic/No Parking from 5AM – 11AM on Saturday September 16 signs on these streets by 9AM Friday September 15.

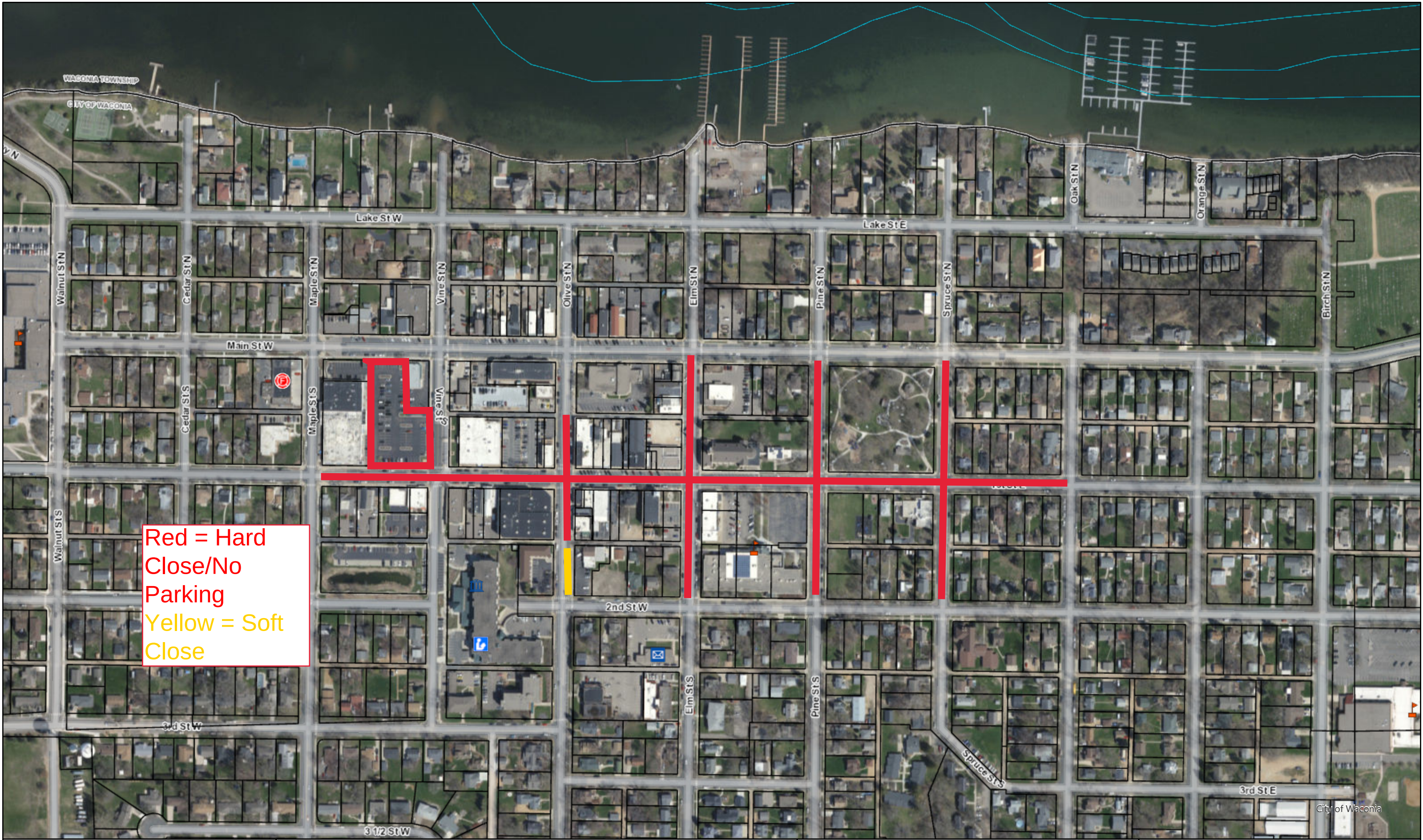
- First Street closed from Walnut Street to the end of that cul-de-sac
- Cherry Street closed from First Street to Third Street
- Waconia Parkway/Co Rd 10 at Oak Avenue closed to the round-a-bout west of Brook Peterson Park
- Cherry Street closed from Maple Street to New Perspective Senior Living
- "No public parking" signs placed behind the Carver County Historical Society (to leave space available for staff)

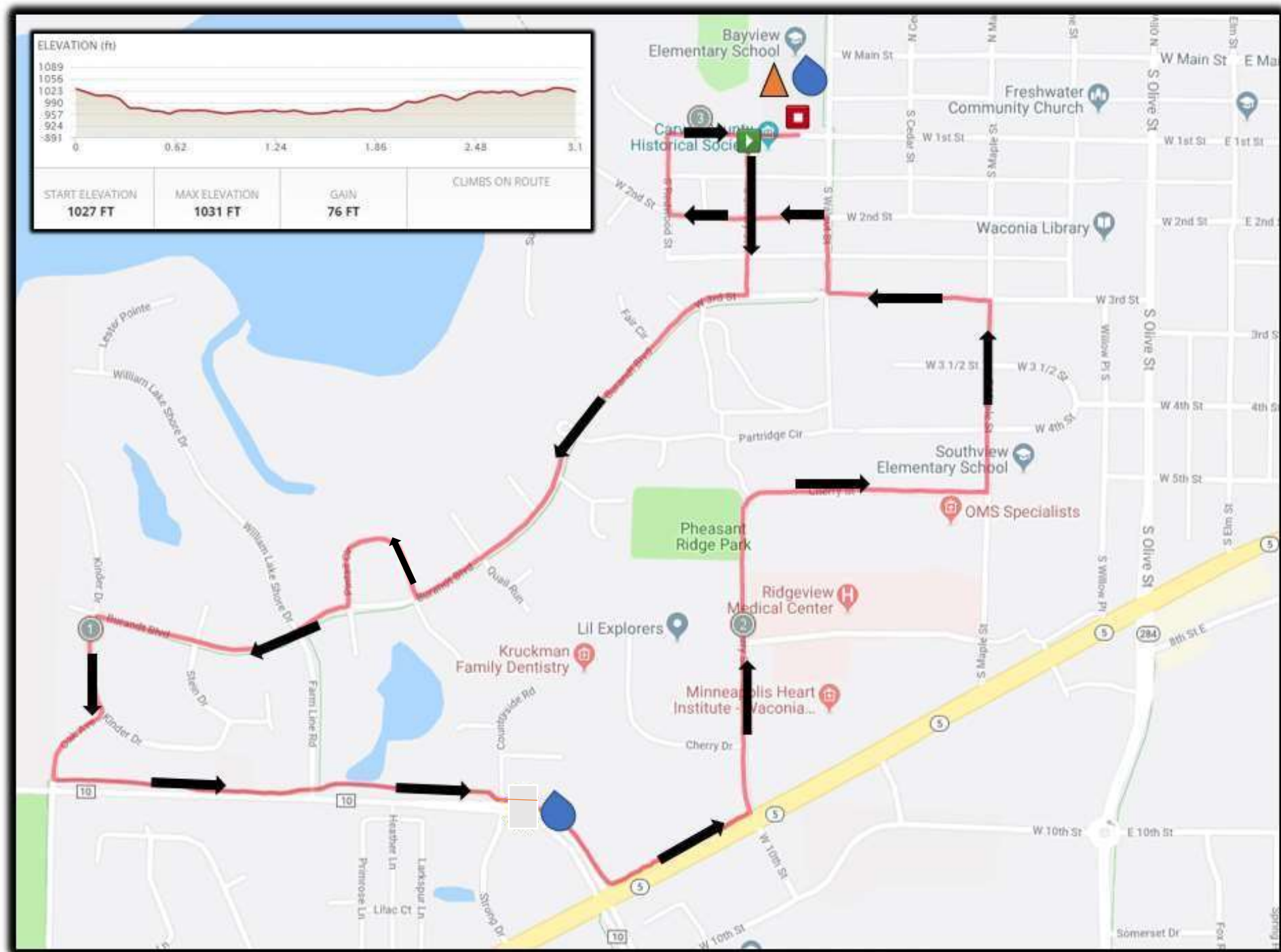
3. The Nickle Dickle Day 5k, 10k and tickle runs will affect the streets shown on the attached maps. Community Ed will be making arrangements to have these events escorted through town by the Carver County Sheriff's office and the Waconia Fire Dept. Regular traffic will be temporarily detained, and emergency vehicles will be granted the right of way. We will notify the Carver County Historical Society as their business is affected by the race route. They will have parking accessible in their back parking lot.
4. The Nickle Dickle Day Car Show will return for its 37th year and will display cars on the following streets which need to be closed from 6am to 5:30pm. ***We request that signs be put up on Friday evening so that the street will be cleared by 6am.***
 - 1st Street – Olive to Oak
 - Elm Street – 2nd to Main (no large barricade needed at Elm and 1st). The barricades Mike used to put at the alley north of the church and by the Saloon, are now needed on the corner of Elm and Main instead.
 - Pine Street – 2nd to Main
 - Spruce Street – 2nd to Main
5. We request assistance in moving bleachers and picnic tables on Friday, September 15. It's best if someone from the Chamber can assist with placement of the large bleachers and the picnic tables.
 - a. Please move 5 sets of bleachers (2 small and 3 large) from Brook Peterson Park to downtown. Three large bleachers to be placed in City Square Park facing the gazebo and 2 small bleachers to be used at Olive and 1st facing north. We will need them placed on Friday, September 15 and returned on Monday, September 18.
 - b. Please move 22 picnic tables from the fairgrounds to City Square Park on Friday, September 15 and returned on Monday, September 18. Please place them on the east side of the park, near Spruce Street.
6. We would also like to request use of the entire City Square Park for craft booths, entertainment, and refreshments; as well as Spruce Street S running from 1st to Main St for food booths.
7. We'd like to request special use of a golf cart for Friday, September 15 and Saturday, September 16 for set-up and for chamber staff to quickly transport items downtown only on the day of the event.
8. We appreciate the expertise of Public Services regarding electricity and hope that they will once again be at the City Square Park on Friday, September 15 in the afternoon as the food vendors start setting up until about 6pm. We also appreciate having someone at the park on Nickle Dickle Day to take care of any electrical or other issues that may arise. The Chamber will take care of calling Gopher One prior to Friday to ensure safe digging.
9. The City of Waconia will be listed as a top sponsor on our website and signage.

Thanks for your help in making this a successful community celebration! Please feel free to contact me at 952-442-5812 or 952-850-1961 should you have any questions.

Sincerely,

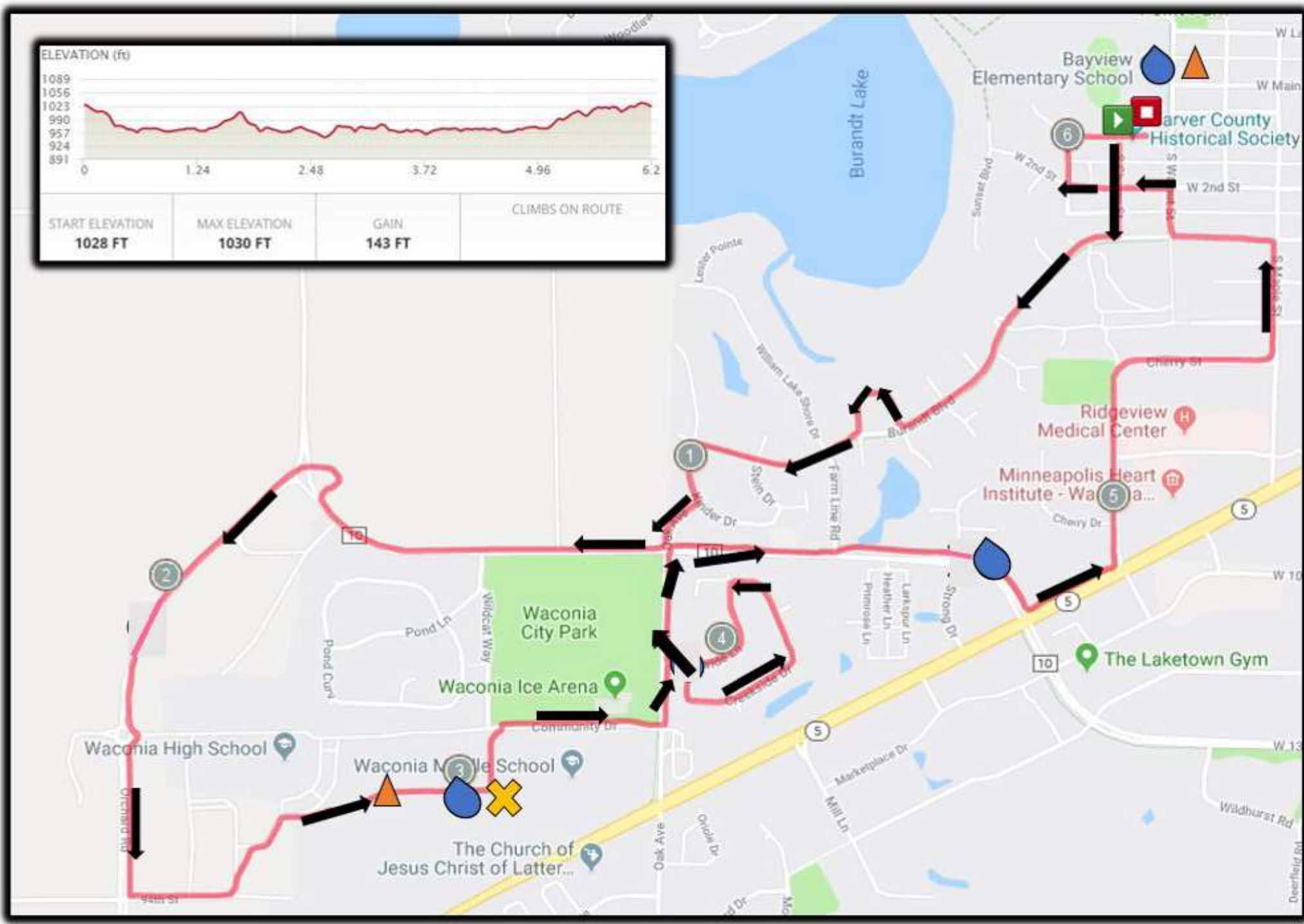
Christine Fenner, President
Waconia Chamber of Commerce and Nickle Dickle Day Committee



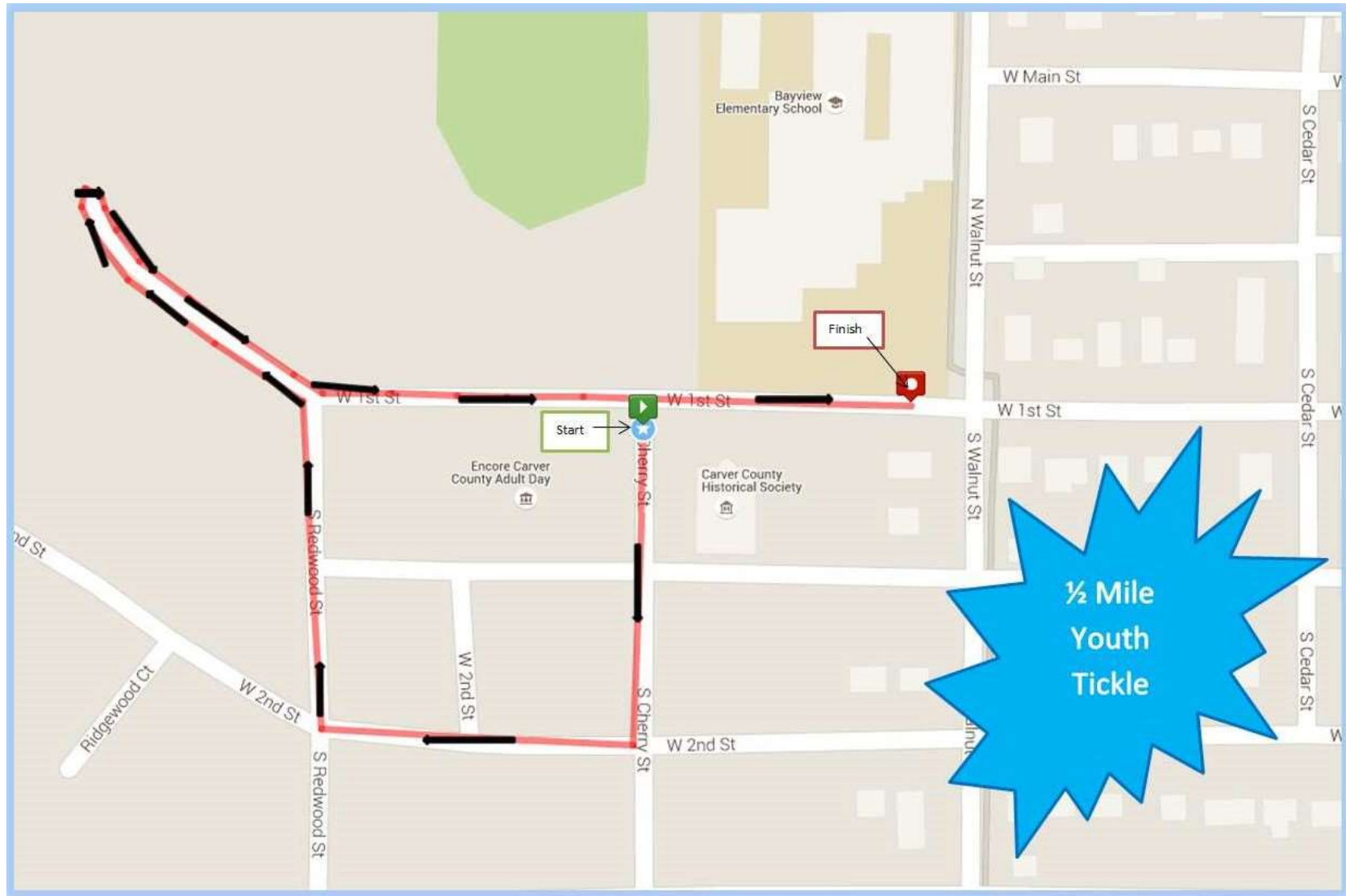


Nickle Dickle Day 5K Route – Saturday, September 17, 2022





Nickle Dickle Day 10K Route – Saturday, September 17th, 2022 - Water Stop 10K Relay Exchange Mini Biff



Youth ¹/₂ Mile Tickle Nickle Dickle Day - Waconia, MN - Saturday 9.17.2022



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Authorize Obtain Quotes Well #5					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		January 3, 2023 Obtain Project, Mobile, and Fixed Equipment Pricing					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-181; Authorize Staff to Obtain Removal Quotes For Annual Inspection & Repair of Well #5 Under 2023 Capital Improvement Project 702							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As part of the approved 2023 Capital Improvement Plan staff programmed water production equipment inspections and repair plans for High Service Pump and Production Well for Water Treatment Facility Three. Also known as Capital Project 702 for \$72,000.00. Most recently, upon approval of Council, staff worked with Bergerson-Caswell on inspection and repairs of High Service Pump #2. The main focus of this request is to gain authorization to obtain quotes for removal and inspection of water production well #5. Production Well #5 was last removed, inspected, and repaired in 2010. Minimum measurement thresholds for water production wells are five to seven years, or 233 million gallons of water pumping. In this instance we exceed both thresholds for inspection. In addition to the thresholds, our user volumes are increasing. Therefore, inspection and repairs if deemed necessary are becoming more important to maintain adequate water supply. Two-years of dryer than normal conditions also support this process to secure and maintain water production of this water source. Staff recommends approval of this request to obtain quotes for removal and inspection, securing costs if necessary to maintain source water production from Well #5.							
Attachments:							
1. 23181res_Quotes_Remove_Inspect_Well__5.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Water Cash							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-181**

**RESOLUTION AUTHORIZING STAFF TO OBTAIN QUOTES FOR WELL #5
REMOVAL AND INSPECTION REPAIR NEEDS FOR 2023 CAPITAL
IMPROVEMENT PROJECT 702**

WHEREAS, one of the City’s Priorities is to “manage, maintain, and improve our current and future physical assets”; and

WHEREAS, Well #5 have met the threshold for removal and inspection; and

WHEREAS, criteria for the threshold is years of service and or pumping volumes; and

WHEREAS, upon approval staff will bring to Council the quotes and discuss time-lines with those providing submissions for removal and inspection.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes staff to obtain quotes for Well #5 removal and inspection repair needs for 2023 Capital Improvement Project 702.

Adopted by the City Council of the City of Waconia this 7th day of August, 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Approval of High Service Pump Repair Invoice					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		March 20, 2023 Approval of Bergerson-Caswell Quote for removal of High Service Pump #2					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-182; Authorize Approval of Final Bergerson-Caswell Invoice For High Service Pump Repair In The Amount of \$28,815.00 for 2023 Capital Improvement Project 702							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As part of Capital Improvement Project 702 staff prepared funding for inspection and repairs of High Service Pump #2 and Well #5 associated with Water Treatment Facility Three and production of potable water for the community. Council authorized approval of the removal quote to Bergerson-Caswell who provide the lowest bid and estimated costs of repairs. City Staff noted if the repairs exceeded \$20,000.00 approval of the invoice would be brought back to Council. This memo item provides the information related to the final costs of \$28,815.00 for High Service Pump #2 for Water Treatment Facility Three. Noted and highlighted in yellow are items defined in the original proposal as costs which may be incurred. The final amount of these items is \$9,300.00. One item highlighted in green or the cost of \$95.00 times three created a reductional cost of \$380.00. Ultimately, the difference in the proposed costs and the exceptions discovered as a result of the needed repairs and costs amounted to an addition of \$8,920.00 overall. All of these factors provided for the final cost of \$28,815.00 for removal, repair, materials and installation of High Service Pump #2. Staff recommends approval of this request as the High Service Pump is in operation and supporting the potable water operational needs of the community.							
Attachments:							
1. 23182res_High_Service_Pump_2.doc 2. Final Invoice With Mark-ups HSP #2 2023.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Water Cash							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2023-182**

**RESOLUTION AUTHORIZE APPROVAL OF FINAL BERGERSON-CASWELL
INVOICE FOR HIGH SERVICE PUMP REPAIR IN THE AMOUNT OF \$28,815.00 FOR
2023 CAPITAL IMPROVEMENT PROJECT 702**

WHEREAS, one of the City’s Priorities is to “manage, maintain, and improve our current and future physical assets”; and

WHEREAS, staff obtained approval to remove High Service Pump #2 in the Water Treatment Facility; and

WHEREAS, the Bergerson-Caswell completed the removal, inspection and repairs resulting in an amount of \$28,815.00; and

WHEREAS, staff mentioned if costs exceeded \$20,000.00 they would bring back the invoice information for approval; and

WHEREAS, additional estimated costs were \$9,300.00 and a reduction of \$380.00 based upon the data provided with the removal quote resulting in a difference of \$8,920.00.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorize approval of final Bergerson-Caswell invoice for high service pump repair for 2023 Capital Improvement Project 702.

Adopted by the City Council of the City of Waconia this 7th day of August, 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



Bergerson - Caswell Inc.
5115 Industrial Street
Maple Plain, MN 55359
(763) 479-3121 Fax: (763) 479-2183

April 13, 2023

CITY OF WACONIA

Attn: Mr. Doug Bode
109 South Elm Street
Waconia, MN 55387-1403

Phone # (952) 442-2184

RE: HIGH SERVICE PUMP #2 @ WACONIA WATER TREATMENT PLANT MAINTENANCE INSPECTION

Dear Mr. Bode;

Bergerson-Caswell Inc. appreciates the opportunity to assist you and your well pump needs. As you requested, we have removed and inspected the High Service Pump #2 and what we discovered was that this pump did indeed have the same type of yellow brass impellers as the last one and it had carbon steel impeller collet. We are not sure if the new impellers will require machining or wear rings but I won't know this for sure until we receive the impellers. I have included this item in the bid below but we will only charge for what we need to perform with the new stainless steel impellers. I have included the project bid to remove and reinstall the pump, only in this write up and we can invoice this however you would like us too, but because it includes the reinstallation we will have to wait to invoice this until the project is near completed anyway

PROJECT COST:

Labor & equipment to remove, inspect and reinstall Backwash pump	\$ 6,500.00
PROJECT BID AMOUNT	\$6,500.00

Materials and Services required for Repair & Reconditioning this Pump:

Recondition pump: 14M 2 stage pump bowl, as listed below

Set of bearings	950.00
Bowl shaft	1,050.00
Machine impeller and install wear ring 2ea @ \$750.00/ea	1,500.00
2 each 14M impellers @ \$2,000.00/each (if new impellers only 1/2 of wear rings?)	4,000.00
2 each Stainless Steel Impeller Lock Collets @ 300.00/each	600.00
Labor to tear-down and reassemble pump	600.00
Replace 10"x 59.25" Threaded column sections (4 each) @ \$975.00	\$ 3,900.00
Replace 10"x 33" TBE column pipe with FM thread x J thread	\$ 800.00
Replace spider bearing inserts 4 each @ \$30.00/each	\$ 120.00
Recondition the fabricated head and packing gland	\$ 650.00
Replace head shaft	\$ 600.00
Replace 1 each SS Shaft sleeves @ 95.00/each	\$ 95.00
Shop Labor to make repairs estimate 30 hr @ \$115.00/hr	\$ 3,450.00
Recondition 100 HP VHS GE motor Estimated @ \$3,500.00	\$ 3,500.00
Fill with Mobile DTE-24 oil - Start and test	\$ 500.00
TOTAL PROJECT MATERIALS AND REPAIRS	\$22,315.00

* Previous Estimated
Amount \$ 19,895.00

TOTAL PROJECT INVOICE AMOUNT

\$28,815.00

If you have any questions pertaining to the report, require other information, or would like to get together and discuss this project, please do not hesitate to contact us at (763) 479-3121 or my cell (612) 369-3652. We epoxy coated everything as part of the installation which is included in the shop labor

Sincerely;

BERGERSON CASWELL INC.

Tim Berquam
Geologist/Project Manager

601.433.6045
Res. 2023-73



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	August 7, 2023
Item Name:	Award of Construction Contract for 2023 Infrastructure Improvement Project
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	June 20th, 2023; Authorize Advertisement of 2023 Infrastructure Improvement Project

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 2023-183; Authorizing Award of Construction Contract For 2023 Infrastructure Improvement Project to GMH Asphalt Corporation In The Amount of \$891,066.10

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

As Council Members are aware staff have been working with the City Engineer on three Capital Improvement Projects related to pavement resurfacing of Burandt Boulevard and Farmline Road, pedestrian and sidewalk link of Somerwood Drive and Interlaken Parkway North adjacent CSAH 10, and culvert crossings of Waconia Parkway North in advance of pavement resurfacing scheduled for Fiscal Year 2024.

August 1st, 2023 Bids were received virtually and read aloud of which are provided below and within the attached letter from the City Engineer.

Contractor	Total Bid
GMH Asphalt Corporation	\$891,066.10
Valley Paving	\$976,261.02
Bituminous Roadways	\$1,012,920.20
S.M. Hentges & Sons	\$1,021,132.75
Meyer Contracting	\$1,332,847.91

As noted within the Engineer letter the bids received were 4% greater than the Engineer estimate. However, the bidding process was competitive with a high bid of \$1,332,847.91 and the low of \$891,066.10, or 33% less than the highest bid provided.

Each improvement was funded separately in the Capital Improvement Plan. Each improvement is funded through the following methods:

1. Re-surfacing Improvement by State Aid Funds since the pavement segments are part of the City's Municipal State Aid Roadway System.
2. Highway 10 Interlaken Trail and Sidewalk was to be PIR Cash. However, it will be funded by State Aid Funds since it is within a Trunk Highway Corridor saving funds for future PIR Improvements.
3. Culvert Crossings are funded by Storm Water Cash

Staff and City Engineer recommend approval of awarding a Construction Contract with GMH Asphalt Corporation for these much need improvement guided upon improving the communities transportation systems and advanced sub-surface improvements for programmed asphalt re-surfacing improvements for 2024.

Attachments:

1. [23183res Award_Res_2023_Infrastructure_Improvements.doc](#)
2. [2023-08-01 2023 Infrastructure Improvements Award.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
Aid and Storm Water Cash

Budget Information:

☒ Budgeted
☐ Non Budgeted
☐ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2023-183**

**RESOLUTION AUTHORIZING AWARD OF CONSTRUCTION CONTRACT FOR 2023
INFRASTRUCTURE IMPROVEMENT PROJECT TO GMH ASPHALT
CORPORATION IN THE AMOUNT OF \$891,066.10**

WHEREAS, one of the City’s Priorities is to “manage, maintain, and improve our current and future physical assets”; and

WHEREAS, bids were received virtually on August 1st. 2023 at 9:00 a.m.; and

WHEREAS, below are the bids received; and

Contractor	Total Bid
GMH Asphalt Corporation	\$891,066.10
Valley Paving	\$976,261.02
Bituminous Roadways	\$1,012,920.20
S.M. Hentges & Sons	\$1,021,132.75
Valley Paving	\$1,332,847.91

WHEREAS, Staff and City Engineer recommend award of 2023 Infrastructure Improvement Project to GMH Asphalt whom have successfully completed projects of this scale and scope.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes award of Construction Contract for 2023 Infrastructure Improvement Project to GMH Asphalt Corporation in the amount of \$891,066.10.

Adopted by the City Council of the City of Waconia this 7th day of August, 2023.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

August 1, 2023

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

Re: 2023 Infrastructure Improvements

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on August 1, 2023. Five bids were received and are tabulated below. The low bid was submitted by GMH Asphalt Corporation from Chaska, MN.

CONTRACTOR	TOTAL BID
GMH Asphalt Corporation	\$891,066.10
Valley Paving	\$976,261.02
Bituminous Roadways	\$1,012,920.20
S.M. Hentges & Sons	\$1,021,132.75
Meyer Contracting	\$1,332,847.91

Evaluation of the bids indicates the bidding process was competitive. The low bid submitted was 4% above the engineer's estimated amount of \$857,314.75 and 33% below the high bid of \$1,332,847.91.

GMH Asphalt has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of \$891,066.10 to GMH Asphalt Corporation. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

cc: Craig Eldred, Public Services Director
Nicole Meyer, Finance Director
Ryan Johnson, Bolton & Menk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		August 7, 2023					
Item Name:		Approve Temporary Liquor License for American Legion					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent		Regular Session	X	Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2023-176 & 2023-177 Approving Temporary On-Sale Liquor License Applications for American Legion							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from American Legion for an event to be held on August 31, 2023 – September 3, 2023 and September 16, 2023 - September 17, 2023 Sale and consumption of alcoholic beverage will be limited to the lot located at 4 Main Street East. Staff recommends approval of these requests. Attachments: 1. 23176res Temp On Sale American Legion.doc 2. 23177res Temp On Sale American Legion.doc							
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
RESOLUTION NO. 2023-176**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the American Legion for an event to held on August 31, 2023 – September 3, 2023 at 4 Main Street East, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Parking Lot at 4 Main Street East.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the American Legion on August 31, 2023 – September 3, 2023, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 7th day of August, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

**CITY OF WACONIA
RESOLUTION NO. 2023-177**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the American Legion for an event to held on September 16, 2023 – September 17, 2023 at 4 Main Street East, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Parking Lot at 4 Main Street East.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the American Legion on September 16, 2023 – September 17, 2023, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 7th day of August, 2023.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk