

WACONIA CITY COUNCIL MEETING AGENDA



Monday, April 15, 2024
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. PUBLIC HEARING

Public Hearing -Vacation of Drainage and Utility Easements - Island View Addition, Parts of Lot 1, Block 1 and Outlot A

Open the Public Hearing

Motion to Close the Public Hearing

Adopt Resolution 2024-091 approving the Vacation of the Drainage and Utility Easements dedicated on those parts of Lot 1, Block 1 and Outlot A, ISLAND VIEW ADDITION, which are embraced within the plat of SANDY SHORES.

5. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

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.) [Approve April 1, 2024, City Council Minutes](#)
Motion to Approve April 1, 2024, City Council Minutes
- 2.) [Approve April 15, 2024 Expenditures](#)
Motion to Approve Payment of April 15, 2024 Expenditures
- 3.) [Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2024](#)
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in March 2024
- 4.) [Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred March 2024](#)
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in March 2024
- 5.) [Approve Kraus-Anderson Construction Pay Request #19 for the New Fire Station](#)
Motion to Approve Kraus-Anderson Construction Pay Request #19 for the New Fire Station Project
- 6.) [Approve Kraus-Anderson Contractor Pay Request for the New Fire Station](#)
Motion to Approve Contractor Payment Request for the New Fire Station Project
- 7.) [Adopt Resolution No. 2024-092 Appointing Public Services Director](#)
Adopt Resolution No. 2024-092 Appointing Public Services Director
- 8.) [Adopt Resolution No. 2024-093 Approving the Waterford 8th Addition Development Agreement with JMH Land Development Company, LLC](#)
Adopt Resolution No. 2024-093 Approving the Waterford 8th Addition Development Agreement with JMH Land Development Company, LLC
- 9.) [Adopt Resolution No. 2024-094 Approving Carver County Planning and Water Management Smart Water Program 2024 Participation Agreement](#)
Adopt Resolution No. 2024-094 Approving Carver County Planning and Water Management Smart Water Program 2024 Participation Agreement
- 10.) [Adopt Resolution No. 2024-095 Authorizing Approval of Sale or Disposal of Surplus Equipment](#)
Adopt Resolution No. 2024-095 Authorizing Approval of Sale or Disposal of Surplus Equipment
- 11.) [Adopt Resolution No. 2024-096 Authorizing Pricing for Capital Equipment Project #588 - Skidsteer Replacement](#)
Adopt Resolution No. 2024-096 Authorizing Pricing for Capital Equipment Project #588 - Skidsteer Replacement
- 12.) [Adopt an Amendment to Resolution No. 2024-087 for Approval of a Liquor License Application for Sizzle Street Corporation, 813 Marketplace Drive for the term of May 1, 2024, through January 31, 2025](#)
Adopt an Amendment to Resolution No. 2024-087 for Approval of a Liquor License Application for Sizzle Street Corporation, 813 Marketplace Drive for the term of May 1, 2024 through January 31, 2025.

7. COUNCIL BUSINESS

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

- 12. RECESS TO CLOSED SESSION** The City Council will meet in in closed session pursuant to Minn. Stat. 13D.05, subd 3 to consider the Sale of Real Property located at 401 13th St E.

13. ADJOURN REGULAR MEETING

****City staff and the City Council may convene immediately following the conclusion of the meeting at Waconia Brewing Company for a purely social event. Members of the public are welcome to attend****
.....OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session:

None

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Park Board - April 18th at 6:30 p.m. *Tree planting at Clearwater Mills Park & Dakota Rail Trail clean-up*
Planning Commission - May 2nd at 6:30 p.m.
City Council - May 6th at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 15, 2024

Item Name: Public Hearing -Vacation of Drainage and Utility Easements - Island View Addition, Parts of Lot 1, Block 1 and Outlot A

Originating Department: Community Development

Presented by: Lane Braaten

Previous Council Action (if any):

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

Open the Public Hearing

Motion to Close the Public Hearing

Adopt Resolution 2024-091 approving the Vacation of the Drainage and Utility Easements dedicated on those parts of Lot 1, Block 1 and Outlot A, ISLAND VIEW ADDITION, which are embraced within the plat of SANDY SHORES.

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

The City Council, at their regular meeting on February 21, 2023, approved the SANDY SHORES final plat consisting of three (3) residential shoreland properties and accompanying outlots. At the time of recording, the applicant/property owner was made aware of existing drainage and utility easements associated with the previous subdivision of the property included in the ISLAND VIEW ADDITION plat. As such, and in agreement with Carver County, city staff are requesting to vacate the ISLAND VIEW ADDITION drainage and utility easements to allow the development of the property. Typically, the vacation process would be handled at the time of platting, but the subject easements were not identified on any of the submittal information to the city.

Section 320.08 of the City Code allows the City Council to vacate any alley, street or publicly owned utility easement on its own motion or on petition of a majority of the property owners abutting the alley, street, or utility easement pursuant to Minnesota Statutes Section 412.851.

PUBLIC NOTICE/COMMENT

The notice was published in the WACONIA PATRIOT on April 4, 2024, and April 11, 2024, and posted at Waconia City Hall. To date City staff have not received any public hearing comments regarding the proposed request to vacate the drainage and utility easements.

CONCLUSION/RECOMMENDATION

City staff recommends approval of vacating the existing drainage and utility easements as it will allow the development of the Sandy Shores residential development.

Attachments:

1. [Resolution No. 2024-091 Vacating Drainage and Utility Easements for Parts of Island View Addition](#)
2. [Location Map](#)
3. [Island View Addition Plat Map](#)
4. [Sandy Shores Easement Vacation Diagram](#)
5. [2013 Land Survey for Lake Waconia Development](#)
6. [Carver County Parcel Map No 1](#)

<i>FINANCIAL IMPLICATIONS:</i>		<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
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 2024-091**

**RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENTS
FOR PARTS OF ISLAND VIEW ADDITION**

WHEREAS, pursuant to City Code Section 320.08 of the City of Waconia, Minnesota (the “City”) proposes to vacate the drainage and utility easements (the “Easements”) dedicated on those parts of Lot 1, Block 1 and Outlot A, ISLAND VIEW ADDITION, which are embraced within the plat of SANDY SHORES; and

WHEREAS, the subject parcel is located at 7860 Laketown Parkway and identified as PID# 751320034; and

WHEREAS, the City proposes the vacation of the existing easements to allow the parcels to be replatted and included in the SANDY SHORES residential development; and

WHEREAS, the City Council, having considered the proposed vacation, finds the vacation of the existing easements acceptable as the recording of the SANDY SHORES final plat includes the necessary drainage and utility easements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Vacation of the Drainage and Utility Easement for the easements dedicated on those parts of Lot 1, Block 1 and Outlot A, ISLAND VIEW ADDITION, which are embraced within the plat of SANDY SHORES.

Adopted by the City Council of the City of Waconia this 15th day of April 2024.

Nicole Waldron, Mayor

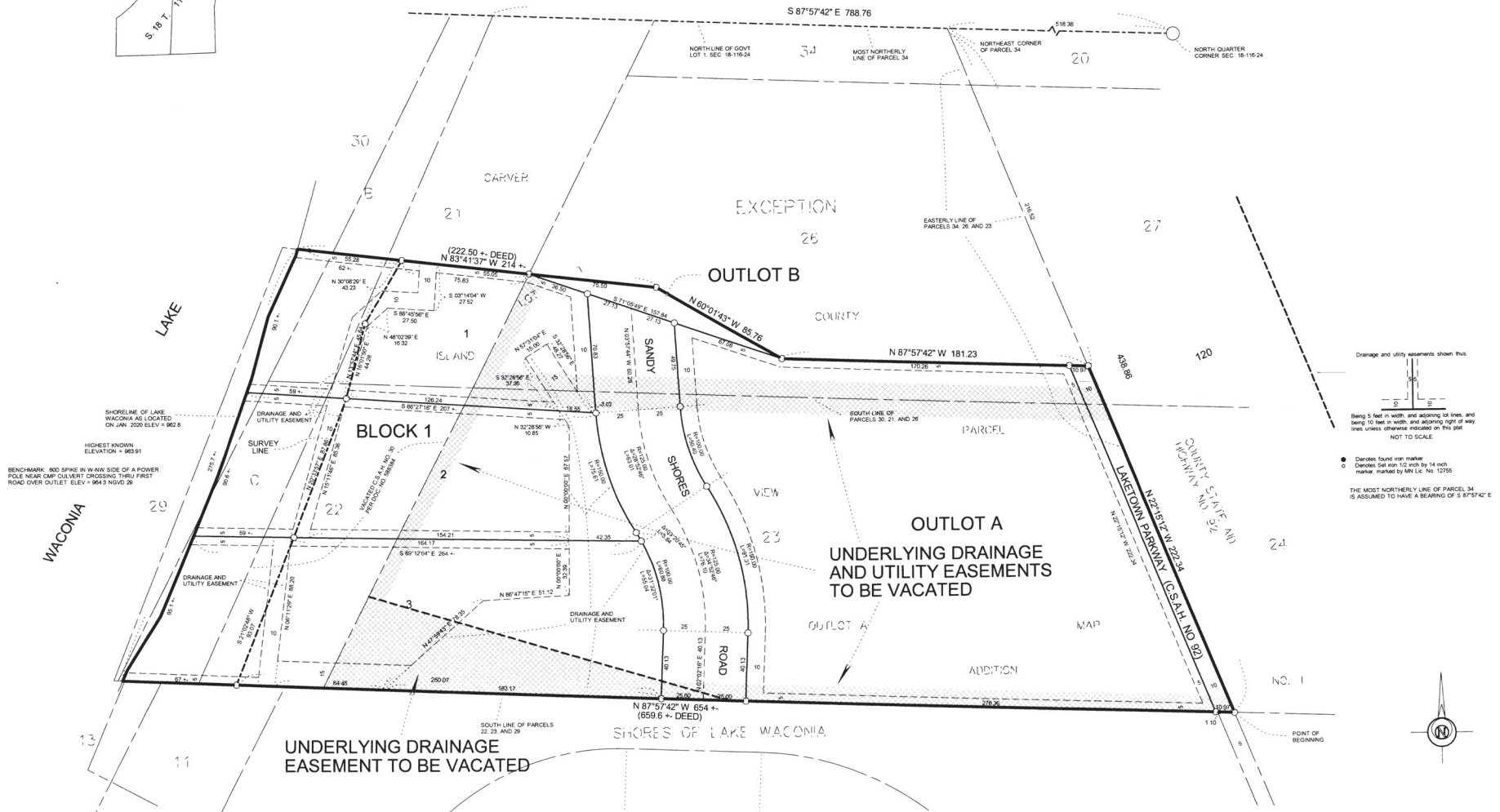
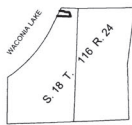
ATTEST: _____
Shane Fineran, City Administrator

LOCATION MAP—SANDY SHORES



SANDY SHORES

VICINITY MAP

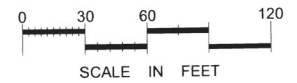
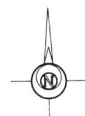


Drainage and utility easements shown thus

Being 5 feet in width, and adjoining lot lines, and being 10 feet in width, and adjoining right of way lines, unless otherwise indicated on this plat
NOT TO SCALE

● Denotes found iron marker
○ Denotes set iron 1/2 inch by 14 inch marker, marked by M.L.L. No. 12755

THE MOST NORTHERLY LINE OF PARCEL 34 IS ASSUMED TO HAVE A BEARING OF S 87°57'42" E



GRONBERG & ASSOCIATES, INC.

ENGINEERS, LAND SURVEYORS, PLANNERS

07-132-0034

07-032-0040

07-132-0010

07-132-0033

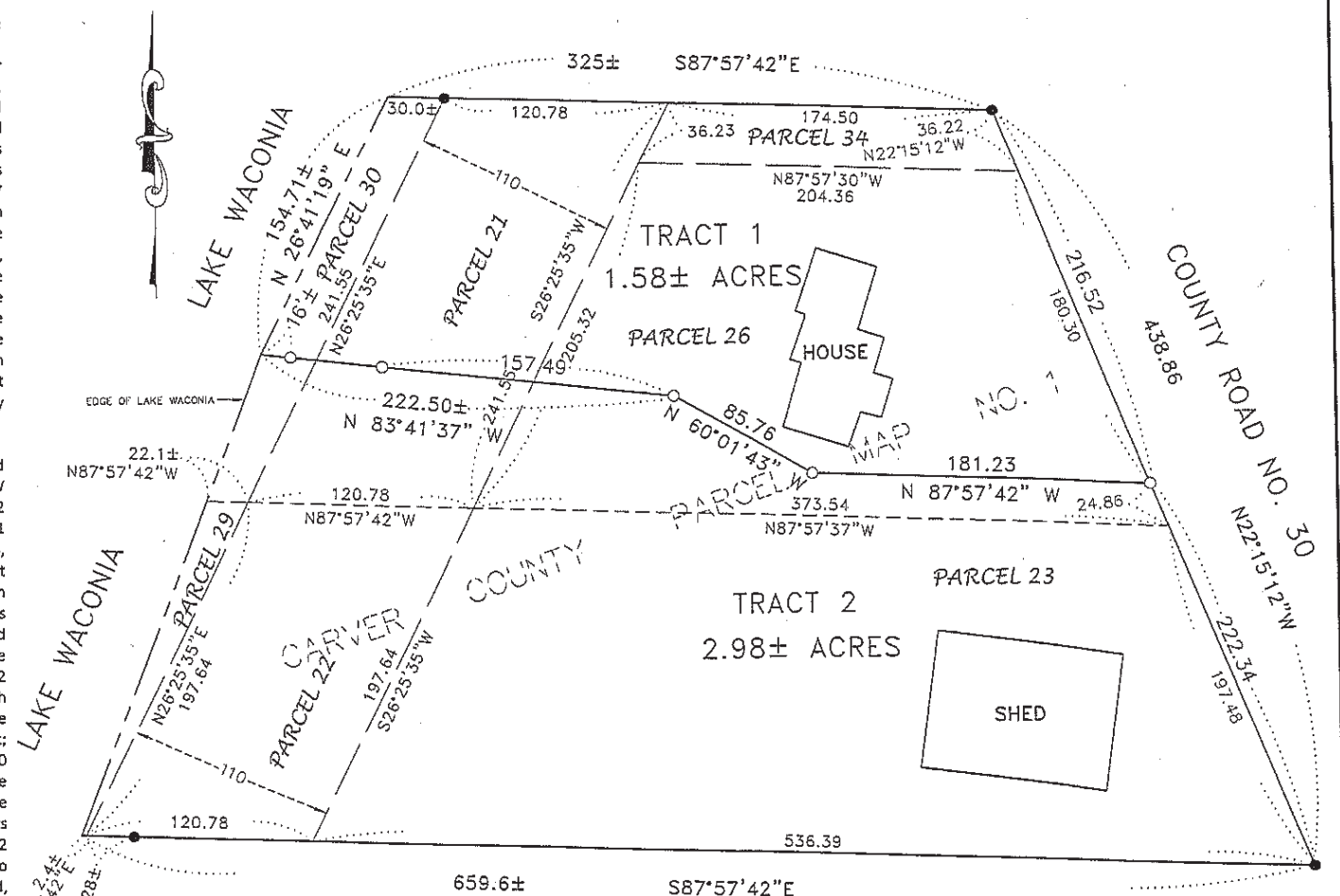
07-032-0011

PROPOSED TRACT 1 DESCRIPTION

That part of Lot 1, Block 1; Outlot B; and vacated County State Aid Highway No. 30, all in ISLAND VIEW ADDITION described as part of Parcels Numbered 21 and 26 and 30 and 34 of Carver County Parcel Map No. 1 in Government Lot No.1, Section 18, Township 116, Range 24, Carver County, Minnesota, described as follows: Beginning at the northeast corner of said Parcel Number 34; thence on an assumed bearing of South 22 degrees 15 minutes 12 seconds East along the easterly line of Parcels Numbered 34 and 26 a distance of 216.52 feet; thence North 87 degrees 57 minutes 42 seconds West 181.23 feet; thence North 60 degrees 01 minutes 43 seconds West 85.76 feet; thence North 83 degrees 41 minutes 37 seconds West 222.50 feet, more or less, to the shoreline of Lake Waconia; thence northeasterly along said shoreline to the intersection with the North line of said Government Lot No. 1, said line also being the North line of said Parcels Numbered 21 and 30 and 34; thence South 87 degrees 57 minutes 42 seconds East along said North line 325 feet, more or less, to the point of beginning. This tract contains 1.58 acres of land, more or less, and is subject to any and all easements of record.

PROPOSED TRACT 2 DESCRIPTION

That part of Lot 1, Block 1; Outlot A; Outlot B; Outlot C; and vacated County State Aid Highway No. 30, all in ISLAND VIEW ADDITION, described as part of Parcels Numbered 21 and 22 and 23 and 26 and 29 and 30 of Carver County Parcel Map No. 1 in Government Lot No.1, Section 18, Township 116, Range 24, Carver County, Minnesota, described as follows: Commencing at the northeast corner of said Parcel Number 34; thence on an assumed bearing of South 22 degrees 15 minutes 12 seconds East along the easterly line of Parcels Numbered 34 and 26 and 23 a distance of 438.86 feet to the point of beginning of the tract to be described; thence North 22 degrees 15 minutes 12 seconds West along said easterly line 222.34 feet; thence North 87 degrees 57 minutes 42 seconds West 181.23 feet; thence North 60 degrees 01 minutes 43 seconds West 85.76 feet; thence North 83 degrees 41 minutes 37 seconds West 222.50 feet, more or less, to the shoreline of Lake Waconia; thence southwesterly along said shoreline to the intersection with the South line of said Parcels Numbered 22 and 23 and 29 and its westerly extension; thence South 87 degrees 57 minutes 42 seconds East along said South line 659.6 feet, more or less, to the point of beginning. This tract contains 2.98 acres of land, more or less, and is subject to any and all easements of record.



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the state of Minnesota.

[Signature]

DATE 9/16/13 REGISTRATION NO. 15475
REVISED 11/27/13

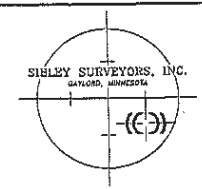
LAND SURVEY FOR
LAKE WACONIA DEVELOPMENT
PART OF CARVER COUNTY PARCEL MAP NO. 1
CARVER COUNTY, MINNESOTA

- DENOTES IRON PIPE FOUND
- DENOTES IRON PIPE SET

SCALE: 1 INCH = 60 FEET

SEPT., 2013

FILE NO. 2406



505, 1793

SECTION LINE _____
 QUARTER LINE _____
 QUARTER QUARTER LINE _____
 PROPERTY LINE _____
 PLAT BOUNDARY LINE _____
 EXISTING R/W LINE _____
 PARCEL NUMBER _____

RIGHT-OF-WAY MONUMENT

FOLLOWING CONSTRUCTION THOSE
 CORNERS SO DESIGNATED WILL BE
 MONUMENTED WITH A CARVER
 COUNTY R/W MONUMENT.

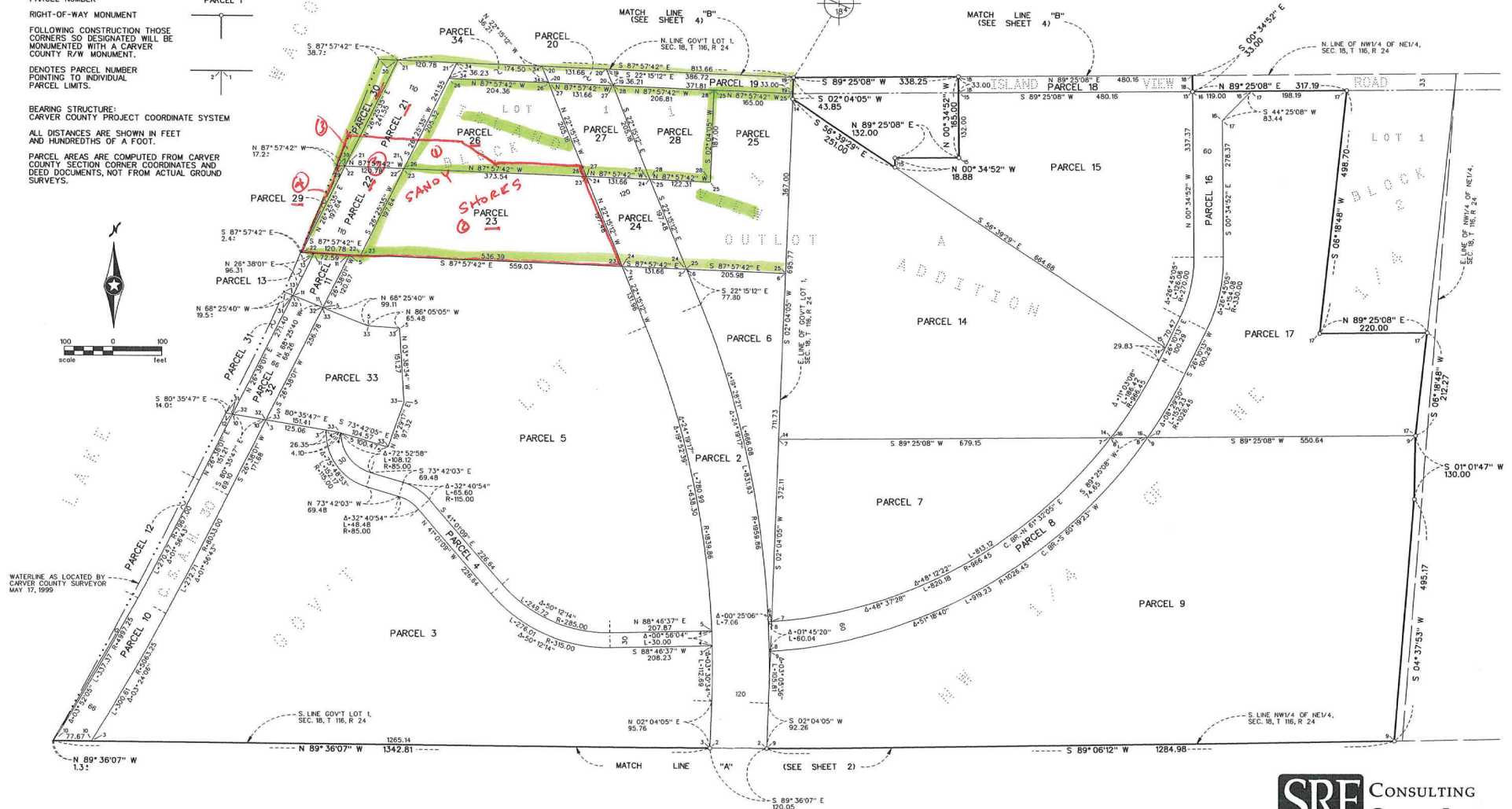
DENOTES PARCEL NUMBER
 POINTING TO INDIVIDUAL
 PARCEL LIMITS.

PARCEL 1

BEARING STRUCTURE:
CARVER COUNTY PROJECT COORDINATE SYSTEM

ALL DISTANCES ARE SHOWN IN FEET
AND HUNDREDTHS OF A FOOT.

PARCEL AREAS ARE COMPUTED FROM CARVER
COUNTY SECTION CORNER COORDINATES AND
DEED DOCUMENTS, NOT FROM ACTUAL GROUND
SURVEYS.



SRF CONSULTING
GROUP, INC.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Approve April 1, 2024, City Council Minutes					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
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 April 1, 2024, City Council Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached are the minutes from the April 1, 2024 Council Meeting.							
<u>Attachments:</u>							
1. 04-01-2024 Minutes							
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
April 1, 2024

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 and Nick Gleason.

Staff present: Shane Fineran, Jackie Schulze, Nicole Meyer, Justin Sorensen, and Sergeant Tyler Stahn.

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

Motion by Yetzer second Grengs to adopt the agenda as published including addition of Item 6.3 Capital Project No. 702, Brook Peterson Dugout Shades
MOTION CARRIED.

4) **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**

None

5) **ADOPT CONSENT AGENDA**

5.1 Approve March 18, 2024, City Council Minutes

[Cover Page](#)

[03-18-2024 Council Minutes](#)

5.2 Approve April 1, 2024 Expenditures

[Cover Page](#)

[04-01-2024 Council List - Expenditures](#)

5.3 Adopt Ordinance No. 771 Amending Chapter 560 Regarding Dogs and Cats

[Cover Page](#)

[Ordinance No. 771 Amending Chapter 560 \(Draft 03-13-2024\)](#)

[Resolution No. 2024-073 Summary Publication of Ordinance No. 771](#)

- 5.4 Adopt Resolution No. 2024-074 Authorizing Acquisition for Capital Improvement Project #582

[Cover Page](#)

[Resolution No. 2024-074 Authorizing Acquisition for Capital Improvement Project #582](#)

[UW56 Unit and Bucket Quote](#)

[Angle Broom with Trade In Quote](#)

[Snow Blower with Trade In Quote](#)

- 5.5 Adopt Resolution No. 2024-075 Authorizing Staff to Enter Into a 4-Year Lease Agreement with Johnson Fitness & Wellness for Cardio Fitness Equipment at Safari Island Community Center

[Cover Page](#)

[Resolution No. 2024-075 Authorizing Lease Agreement for Cardio Fitness Equipment](#)

[Option 1 - Johnson Fitness](#)

[Option 2 - Johnson Fitness](#)

[Option 2 - 3 Year Lease - Push Pedal Pull](#)

- 5.6 Adopt Resolution No. 2024-076 Accepting Interlaken 8th Addition Phase 1 & 2 Development Municipal Improvements

[Cover Page](#)

[Resolution No. 2024-076 Accepting Municipal Improvements - Interlaken 8th Addition](#)

- 5.7 Adopt Resolution No. 2024-077 Approve Temporary On-Sale Liquor License for Waconia Lions Club - Beach Bash

[Cover Page](#)

[Resolution No. 2024-077 Approving Temp Liquor License for Waconia Lions Club](#)

- 5.8 Adopt Resolution No. 2024-078 Approving a Temporary On-Sale Liquor License for the Waconia Lions Club - Monster Truck Show

[Cover Page](#)

[Resolution No. 2024-078 Approving Temp On-Sale Liquor License for Waconia Lions Club](#)

- 5.9 Adopt Resolution No. 2024-079 Approving a Special Event Permit for Walk on Waconia

[Cover Page](#)

[Resolution No. 2024-079 Approve Special Event Permit Walk on Waconia](#)

[Special Event Permit Application - Walk on Waconia](#)

- 5.10 Adopt Resolution No. 2024-080 Approving a Special Event Permit for Don't Worry Be Hoppy 5K, 10K and Kids Run.

[Cover Page](#)

[Resolution No. 2024-080 Approving Special Event Permit - Don't Worry Be Hoppy](#)

[Special Event Permit Application - Waconia Brewing Company](#)

[Special Event Permit Application - Sole Motion Race Management](#)

- 5.11 Adopt Resolution No. 2024-081 Approving a Temporary On Sale Liquor License and Use of Parking Lot - Waconia Brewing Company

[Cover Page](#)

[Resolution No. 2024-081 Approving Temporary Liquor License and Use of Parking Lot](#)

[Request for Use of Parking Lot Waconia Brewing](#)

[Waconia Brewing Temp Liquor Map.pdf](#)

- 5.12 Adopt Resolution No. 2024-082 Approving an Application for Exempt Permit for Lake Waconia Fireworks Festival

[Cover Page](#)

[Resolution No. 2024-082 Approving Temporary Gambling Permit - Lake Waconia Fireworks Festival](#)

- 5.13 Approve use of South Vine Street - Freshwater Church

[Cover Page](#)

[Location Map](#)

- 5.14 Adopt Resolution No. 2024-083 Authorizing Execution of Memorandum of Understanding

[Cover Page](#)

[Resolution No. 2024-083 Authorizing Execution of a Memorandum of Understanding Church of St. Joseph property](#)

[Memorandum of Understanding \(5 Pages\)](#)

- 5.15 Adopt Resolution No. 2024-084 Authorizing 2024 Dock Slip Lease for the Fire Department Boat

[Cover Page](#)

[Resolution No. 2024-084 Authorizing 2024 Dock Slip Lease Agreement for Fire Department Boat](#)

[2024 In Towne Marina, LLC Invoice](#)

[2024 Summer Slip Lease with In Towne Marina LLC](#)

- 5.16 Adopt Resolution No. 2024-085 Authorize Hiring of Public Services Technician Position

[Cover Page](#)

[Resolution No. 2024-085 Authorize Hiring of Public Services Technician Position](#)

- 5.17 Adopt Resolution No. 2024-086 Denial of Ordinance Amendment submitted by Battlefield Ministries

[Cover Page](#)

[Resolution No. 2024-086 Denial of Ordinance Amendment No. 771](#)

- 5.18 Adopt Resolution No. 2024-087 Approve a Liquor License Application for India Palace, 813 Marketplace Drive for the term of May 1, 2024, through January 31, 2025

[Cover Page](#)

[Resolution No. 2024-087 Approving Liquor License, 813 Marketplace Drive](#)

Motion by Sorensen second by Yetzer to adopt the Consent Agenda as published with the removal of Item 5.5 Adopt Resolution No. 2024-075 Authorizing Staff to Enter Into a 4-Year Lease Agreement with Johnson Fitness & Wellness for Cardio Fitness Equipment at Safari Island Community Center
MOTION CARRIED.

6) COUNCIL BUSINESS

6.1 [Adopt Resolution 2024-088 Providing for the Sale of \\$6,470,000 General Obligation Bonds, Series 2024A - 2024 Infrastructure Improvement Projects & Well #9 Construction](#)

[Cover Page](#)

[Resolution No. 2024-088 Providing for Sale of General Obligation Bonds Series 2024A](#)

[Ehlers & Associates Pre-Sale Report for Series 2024A](#)

[2024A Bonds_Costs & Financing Breakdown.pdf](#)

Finance Director Nicole Meyer introduced Todd Hagen with Ehlers and Associates was present to provide the Council an overview of the process of issuance of \$6,470,000 General Obligation Bonds to fund the 2024 infrastructure improvement project and construction of Well #9. This financing method combines all three issuance authorities into one bond. First the street improvement portion debt service will be paid from special assessments and property taxes. Second the water and storm sewer portion debt service will be paid from water and storm sewer revenues. Third the sanitary sewer portion debt service will be paid from property taxes to be reduced to cancelled with available sanitary sewer revenues.

Hagen recommended the issuance of general obligation bonds with a full competitive sale. General obligation bonds provide a straight-forward approach to financing projects. Also expect with the size and term of the issue, this will attract several quality bids based on similar recent sales.

Stating the General Obligation special assessment 429 bonds are being issued for the street, sidewalk, and streetlight reconstruction in the downtown area along with the City's portion of construction costs for the Waconia Parkway North Turbo Roundabout project. Also, the City will issue a new special debt levy for the portions not paid by special assessments.

Ehlers and Associates will solicit competitive bids for the sale of the Bonds to underwriters and banks as the size, structure and term will result in the maximum number of bids at the lowest interest rates.

Ehlers and Associates has reviewed all outstanding indebtedness for the City and found there are not refunding opportunities at this; however, they will continue to monitor the market and the call dates for the City's outstanding debt and will alert the Council to any future refunding opportunities. General Obligation 115 bonds are bonds that can be issued only for sanitary sewer projects. The City plans to pay these bonds with revenues in the sanitary sewer fund.

Motion by Yetzer second by Grengs to Adopt Resolution No. 2024-088 Providing for the Sale of \$6,470,000 General Obligation Bonds, Series 2024A – 2024 Infrastructure Improvement Projects and Well #9 Construction.

MOTION CARRIED

6.2 [Adopt Resolution 2024-089 Approving 6-Year Contract Addendum with Rink Management Service Corporation for Management of the Waconia Ice Arena and Safari Island Community Center Facilities](#)

[Cover Page](#)

[Resolution No. 2024-089 Approving Contract Addendum with Rink Management Corporation](#)

[RMS Contract Financial Analysis Work Session 03.04.23](#)

[RMSC 3% Increase Change to Incentive Clause](#)

[RMSC 3% Increase No Change to Incentive Clause](#)

Staff worked with Rink Management Services for the renewal of the City's service contract for the operations of the Waconia Ice Areana and Safari Island Community Center. The current agreement will expire on April 5, 2024. The agreement proposed will run through April 5, 2030, for both the Safari Island Community Center and the Waconia Ice Arena Facilities. There will be no increase in monthly service fees for the remaining months of 2024. Included in the agreement is a 3% annual increase starting January 2025. This would equate to an additional \$3,879 per for both facilities over the six years of the contract. Staff provided the Council an analysis to consider as part of the contract renewal.

Motion by Gleason second by Grengs to Adopt Resolution No. 2024-089 Approving a Six-Year Contract Addendum with Rink Management Services Corporation for the Management of the Waconia Ice Areana and the Safari Island Community Center Facilities.

MOTION CARRIED.

6.3 [Capital Project #702 - Brook Peterson Dugout Shades](#)

[Cover Page](#)

[Dugout Design Detail](#)

[Proposed Dugout Solution Quotes.pdf](#)

[Dugout Benches Quote](#)

[Midwest Playscapes Design - Non Recommended.pdf](#)

[2024-090 Brook Peterson Dugout Project](#)

City Administrator Shane Fineran stated the Capital Investment Plan identified the enhancement of dugouts at Brook Peterson Fields, used primarily by youth baseball activities. The Waconia Fire Relief Association donated \$40,000 to complete this project.

Staff reviewed and evaluated various solutions to provide shade and safety in the dugouts. Staff recommends that a combination of fencing realignment and shade top solution be considered due to practicality and affordability. New fencing will be installed at the field side of the dugout at 8' height sloping to the rear of the dugout. A shade top solution will be mounted to the fencing. This solution will allow for shade structures to be erected at all four fields.

Staff will remove the existing fencing in the dugout areas along with removing the benches. Staff recommends using the remaining budget to add additional seating in the dugout areas.

Motion by Grengs second by Yetzer to Adopt Resolution No. 2024-090 Approving Capital Project #702 Brook Peterson dugout Shades.

MOTION CARRIED.

7) [ITEMS REMOVED FROM CONSENT AGENDA](#)

Item 5.5 Adopt Resolution No. 2024-075 Authorizing Staff to Enter Into a 4-Year Lease Agreement with Johnson Fitness & Wellness for Cardio Fitness Equipment at Safari Island Community Center.

Finance Director Meyer stating the City is currently leasing cardio equipment from Johnson Fitness and Wellness which ends on July 1, 2024. Staff reviewed quotes for new equipment to replace what is now being leased. Currently, there are 18 pieces of equipment on the fitness floor with the Matrix rower and bike in the Fitness on Demand Room.

Staff recommends the Council approve the Johnson Fitness and Wellness lease option 1. The 2024 budget includes \$31,170 for the fitness equipment lease. With the current lease ending in July and the new lease beginning in August, the total estimated cost for this expenditure in 2024 will be \$30,295.

Motion by Sorensen second by Gleason to Adopt Resolution No. 2024-075 Authorizing Staff to Enter Into a 4-Year Lease Agreement with Johnson Fitness & Wellness for Cardio Fitness Equipment at Safari Island Community Center.

MOTION CARRIED

8) STAFF REPORTS

Sergeant Stahn reported on the call history for the month of March 2024 as well as the first quarter of the year. Stating there were three less calls than at this same time last year. Crime was down slightly with only 32 criminal incidents in the City last month. Traffic stops remain steady; however, the trend is the significant increase in medical service calls. There were 30 additional medical calls for a total of 114 in the month of March. During the first quarter of the year, there was a 34% increase in medical calls. This is exactly 100 more call for service than in 2023. During the first quarter crime is up slightly with 16 more criminal events than in the first quarter of 2023.

Sergeant Stahn highlighted Deputy Thomas Robel and Deputy Garrett Corkins for their outstanding work in DUI enforcement. In March, the two deputies accounted for six DUI's that occurred in the City. This was a combination of both alcohol and controlled. Sergeant Stahn publicly acknowledged and recognized the great job they are doing for the residents of Waconia by removing dangerous and impaired drivers off the road. So far this year, there have been 53 DWI's in the County. In Waconia, Deputies have made 17 DWI arrests.

For the month of April, Sergeant Stahn will be at the Career and Community Expos at the Waconia High School focusing on the forensic aspect of Police work. Also in April Canine Gus will be giving a demonstration at New Prospectives Senior Living

9) BOARD REPORTS

Sorensen: Attended Park Board Meeting on March 21st discussing Sudheimer Park. Staff continues working to maintain this Park as a natural park to preserve the park in it's natural state.

Yetzer: Nothing to report.

Grengs: Nothing to report.

Gleason: Nothing to report.

Waldron: Nothing to report. Participants in several Mayor's groups on a state level.

10) ANNOUNCEMENTS

11) ADJOURN REGULAR MEETING

Motion by Sorenson second by Gleason to adjourn the meeting at 7:00 pm.

MOTION CARRIED.

Work Session:

Stewardship Award Review

2023 Financials

2024 Budget to Actuals

**UPCOMING CALENDAR OF EVENTS/MEETINGS:Public Service Director Interviews -
April 3rdPlanning Commission - April 4th at 6:30 p.m.City Council -April 15th at 6:00 p.m.**

Nicole Waldron, Mayor

ATTEST: _____

Sue Schwalbe, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Approve April 15, 2024 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>							
Motion to Approve Payment of April 15, 2024 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements register for the City of Waconia as of April 15, 2024. 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:		April 15, 2024					
Item Name:		Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2024					
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 Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in March 2024							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in March 2024. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred March 2024					
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 Rink Management Corporation Expenditures for Safari Island Community Center Incurred in March 2024							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in March 2024. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Safari Island Fund (231)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Approve Kraus-Anderson Construction Pay Request #19 for the 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 Kraus-Anderson Construction Pay Request #19 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 #19 for the new fire station project. The contractors requesting payment are as follows: Ebert Construction \$337,247.91 A.M.E. Construction Corp \$4,177.72 Central Roofing Company \$45,619.00 Right-Way Caulking, Inc. \$4,446.00 Ford Metro, Inc. \$10,141.25 RTL Construction, Inc. \$59,473.40 Superset Tile & Stone, LLC \$28,114.77 Twin City Acoustics, Inc. \$30,010.50 Wasche Commerical Finishes, Inc. \$28,291.95 Summit Fire Protection Co. \$6,104.70 Gag Sheet Metal, Inc. \$106,996.40 Sentra-Sota Sheet Metal, Inc. \$48,191.79 Electrical Production Services, Inc. \$98,631.87 The total amount of the contractor payments for this request is \$807,447.26. 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			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Approve Kraus-Anderson Contractor Pay Request for the 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 requested payment in the amount of \$79,187.41 for construction management services through February 29, 2024.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Fund							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Adopt Resolution No. 2024-092 Appointing Public Services Director					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):		Resolution No. 2024-033 Approving Public Services Director Recruitment Profile					
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 No. 2024-092 Appointing Public Services Director							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council and select staff conducted interviews of finalists candidates for the Public Services Director position on April 3, 2024. Following the interviews and review of candidate qualifications, it was directed that an offer of employment be made to Jon Haukaas. Mr. Haukaas comes to the City of Waconia with over 20 years of experience in the municipal public works field, having worked in Blaine and Fridley, Minnesota as a Public Works Director as well as cities in Colorado. The offer of employment includes starting at Step 7 of Grade 17, or \$164,278. He will be recognized for 10 years of service on the cities PTO accrual scale upon start and be given an 80 hour PTO bank. Upon appointment we would look to welcome Mr. Haukaas to the team on June 3, 2024.							
Attachments: 1. Resolution No. 2024-092 Authorizing Appointment of Public Services Director							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund, Enterprise Funds							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-092**

**RESOLUTION AUTHORIZING APPOINTMENT
OF PUBLIC SERVICES DIRECTOR**

WHEREAS, on January 16, 2024, the City Council authorized recruitment for the Public Services Technician position; and

WHEREAS, five finalists were chosen and interviewed for this position; and

WHEREAS, following interviews, the City Council directed that an offer of employment be made in consideration of appointment for Jon Haukaas; and

WHEREAS, Jon Haukaas will start at Step 7 on the Public Services Director Grade 17 pay scale, start with a 80-hour PTO bank, and be credited with ten years of service for PTO accrual rate; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia appoints Jon Haukaas to the position of Public Services Director to be effective June 3rd, 2024.

Adopted by the City Council of the City of Waconia this 15th day of April 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Adopt Resolution No. 2024-093 Approving the Waterford 8th Addition Development Agreement with JMH Land Development Company, LLC					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-093 Approving the Waterford 8th Addition Development Agreement with JMH Land Development Company, LLC							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on March 18th, 2024, approved a final plat for JMH Land Development Company, LLC titled Waterford 8th Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Waterford 8th Addition final plat consists of twenty-eight (28) single-family residential parcels and thirty-four (34) townhome parcels. The City Council approved the final plat application via Resolution 2024-067 subject to certain conditions including JMH Land Development Company, LLC entering into a development agreement with the City. City staff have prepared a proposed development agreement for Waterford 8th Addition, a copy of which is attached for the Council's review and consideration. City staff recommend approval of the development agreement language as proposed.							
<u>Attachments:</u>							
1. Resolution No. 2024-093 Approving Development Agreement for Waterford 8th Addition 2. Exhibit 1 - Development Agreement Waterford 8th Addition with JMH Land Development Company, LLC							
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. 2024-093**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR WATERFORD 8TH ADDITION**

WHEREAS, JMH Land Development Company, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”); and

WHEREAS, the properties are described as Outlot A and Outlot B, WATERFORD 7TH ADDITION, Waconia, MN and identified as PID#s 755351000 and 755351010 (the “**Property**”); and

WHEREAS, Developer desires to plat the third phase of the Property as Waterford 8th Addition, which will consist of twenty-eight (28) single family residential parcels and thirty-four (34) townhome parcels (the “**Project**”); and

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

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

WHEREAS, the City Council finds it is in the best interests of the City to approve the Development Agreement.

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

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

Passed and adopted by the City Council of the City of Waconia this 15th day of April 2024.

Nicole Waldron, Mayor

Attest: _____
Shane Fineran, City Administrator

EXHIBIT 1
Development Agreement

**DEVELOPMENT AGREEMENT
FOR
WATERFORD 8TH ADDITION
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated _____, 2024, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and JMH Land Development Company, LLC, a Minnesota limited liability company (the “**Developer**”).

RECITALS

WHEREAS, the Developer previously platted certain property as WATERFORD 7TH ADDITION, Carver County, Minnesota (“**Waterford 7th Addition**”); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for Waterford 7th Addition dated April 4th, 2022, which was recorded August 3, 2002, as Document Number A750174 in the Office of County Recorder, Carver County, Minnesota (the “**Waterford 7th Addition Development Agreement**”); and

WHEREAS, the Developer owns the real property legally described as Outlot A and Outlot B, WATERFORD 7TH ADDITION, Carver County, Minnesota (the “**Property**”); and

WHEREAS, the Developer now desires to replat the Property as WATERFORD 8TH ADDITION, Carver County, Minnesota; and

WHEREAS, on March 18th, 2024, the City Council passed Resolution No. 2024-067 conditionally approving the final plat for WATERFORD 8TH ADDITION drafted by Westwood Professional Services, a copy of which is attached as Exhibit A (the “**Final Plat**”); and

WHEREAS, as platted, the Property consists of:

1. Lots 1 through 24, Block 1; Lots 1 through 10, Block 2; Lots 1 through 9, Block 3; Lots 1 through 9, Block 4; Lots 1 through 7, Block 5; and Lots 1 through 3, Block 6; WATERFORD 8TH ADDITION, Carver County, Minnesota (the “**Residential Lots**”);
2. Lot 25, Block 1, and Lot 11, Block 2, WATERFORD 8TH ADDITION, Carver County, Minnesota (the “**Common Area Lots**”);
3. Outlot A, Outlot B, WATERFORD 8TH ADDITION, Carver County, Minnesota (collectively, the “**Outlots**”; individually an “**Outlot**”); and
4. Certain land dedicated to public use for roadways, state highway, stormwater retention and other Municipal Improvements; and

WHEREAS, the Final Plat is consistent with the Preliminary Plat for Waterford Additions, a copy of which is attached as Exhibit B (the “**Preliminary Plat**”); and

WHEREAS, references in this Agreement to “**Waterford 8th Addition**” mean the Property, excepting Outlot A and Outlot B, WATERFORD 8TH ADDITION, Carver County, Minnesota, which are being retained by the Developer for future development; and

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

WHEREAS, on April 19th, 2021, the City Council passed Resolution No. 2021-112 conditionally approving the Preliminary Plat and the PUD District; and

WHEREAS, the Developer has already rough graded a portion of the Property as described in the Waterford 6th Addition Development Agreement and the Plans (as defined below); and

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

1. The Waterford Additions Construction Plans prepared by Westwood Professional Services, Inc. and dated February 15, 2024, Revision date March 28, 2024; and
2. The Waterford Additions Final Landscape Plan dated March 3, 2021; and

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

1. The Developer’s obligations regarding the grading of the Property and the development of Waterford 8th Addition;
2. The PUD zoning for all Residential Lots and Common Area Lots of Waterford 8th Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code); and
3. Storm water reuse rights and obligations; and

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

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

TERMS

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

- 1.1. The Recitals set forth above;
 - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “**City Resolutions**”);
 - 1.3. The Waterford 6th Addition Development Agreement; and
 - 1.4. The Waterford 7th Addition Development Agreement.
2. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.
- “**City Building Inspector**” means the then current building official for the City, as designated by the City Council, or such person’s designee.
- “**City Community Development Director**” means Lane Braaten, City of Waconia, 201 South Vine Street, Waconia, MN 55387, or his designee or successor.
- “**City Engineer**” means Jake Saulsbury, Bolton & Menk, Inc., 2638 Shadow Lane, Suite 200, Chaska, MN 55318-1172, or his designee or successor.
- “**City Public Services Director**” means Shane Fineran, City of Waconia, 310 East 10th Street, Waconia, MN 55387, or his designee or successor.
- “**County**” means Carver County, Minnesota.
- “**Governmental Entity**” means the City, the County, Minnesota, the United States of America, or any subdivision or department thereof including the Minnesota Department of Transportation, the Carver County Highway Department, the appropriate watershed district, the Board of Soil and Water Resources, the Minnesota Department of Natural Resources, the Army Corps of Engineers, the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, or any other regulatory or jurisdictional agency having jurisdiction over the Property or the development of the Property.
- “**Home Builder**” means U.S. Home, LLC, a Delaware limited liability company.
- “**Improvements**” mean, collectively, the Developer Installed Municipal Improvements, the Private Improvements, and the Landscape Improvements, all as described in Section 6 of this Agreement.
- “**Minnesota**” means the State of Minnesota.
- “**Municipal Improvements**” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 of this Agreement.
3. **RIGHT TO PROCEED; CONSTRUCTION.** Unless separate written approval has been given by the City, the Developer may not grade the Property or start construction of any Improvements on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the Surety Deposits (defined in Section 13 below) have been received by the City;

iii) the Final Plat and all documents required by this Agreement to be recorded have been recorded with the Carver County Recorder's Office or Registrar of Titles; iv) the Developer has provided the City with recording information for all instruments required to be recorded; v) the Developer is not in default of this Agreement or any other agreement related to the Property; vi) the Developer is not in violation of any federal, state or local regulation related to the Property; vii) the City Community Development Director has issued a letter that the Developer may proceed; and viii) the Developer has acquired fee title ownership of the Property. Construction of the Improvements on the Property shall proceed in accordance with the Preliminary Plat, the Final Plat, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

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

the Developer shall take commercially reasonable steps to subordinate all such liens to the easement.

- 4.2.5. **Approvals from other Governmental Entities.** The Developer shall have applied for and received approval for the Final Plat and the Plans from each Governmental Entity with jurisdiction. Thereafter, the Developer shall comply with all conditions of the approval of the Final Plat and the Plans. Modifications to the Final Plat and material modifications to the Plans are subject to the review and approval of the City Council. The Developer shall comply with any further requirements of the City Council based on its additional review and approval.

5. **GRADING.** The Developer shall grade the Property in compliance with the approved grading, drainage, and erosion control portion of the Plans to the extent the Property has not already been graded pursuant to the Waterford 6th Addition Development Agreement and Waterford 7th Addition Development Agreement. Within 60 days after completion of such grading, the Developer shall provide the City with a “record” grading plan certified by a registered land surveyor or engineer. The “record” plan shall depict field verified locations, site grades and elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, house pads, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained after the entire site is completely graded, the pond has been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.

6. **IMPROVEMENTS.**

6.1. **Municipal Improvements Installed by the Developer.**

- 6.1.1. **General.** Except as expressly provided to the contrary in Section 6.2 below, the Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement (the “**Developer Installed Municipal Improvements**”) including:

- 6.1.1.1. street grading, graveling, berms and boulevards;
- 6.1.1.2. permanent street surfacing;
- 6.1.1.3. concrete curb and gutter;
- 6.1.1.4. boulevard sodding/seeding and blanket;
- 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developer;

- 6.1.1.6. storm sewers and storm water reuse facilities, including all necessary catch basins, inlets, and other appurtenances as described in Section 6.3 below;
 - 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
 - 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested; and
 - 6.1.1.9. sidewalks and trails depicted in the Plans.
- 6.1.2. **Oversizing.** The Developer shall oversize utilities serving the Waterford 8th Addition as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for oversizing expenses incurred by the Developer at the City's request in an amount equal to the difference between the actual cost incurred by the Developer and the cost that the Developer would have incurred had normal pipe sizes been used (normal size for water and sanitary sewer is 8 inches). The City Engineer shall determine the oversizing reimbursement, in his/her reasonable discretion, using current materials pricing provided by a pipe supplier/distributor. Based on the Plans and other relevant information, the City Engineer has determined that (a) the water main installed in connection with Waterford 8th Addition must be oversized from 10 inches to 12 inches at a cost of \$4,715.00 to the City, and (b) the 8 inches to 12 inches of sanitary sewer pipe is oversized to service the Waterford 8th Addition and provides additional sanitary sewer capacity for the area and the City shall pay a cost of \$6,200.00 for the oversizing of such sanitary sewer pipe. Regarding Waterford 8th Addition, no oversizing is required for storm sewer. Oversizing for Outlots retained by the Developer for future development shall be determined when such Outlots are developed.
- 6.2. **Government Installed/Developer Funded Municipal Improvements.** Upon receipt of a written invoice from the City, the Developer shall reimburse the City for all costs associated with the installation of street, trail, wetland buffer, and shoreland buffer signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the "**Developer Funded Municipal Improvements**").
- 6.3. **Storm Water Reuse.** A portion of the Property is subject to the Storm Water Drainage and Reuse Agreement between the City, the Developer, the Home Building, and the Waterford Townhome Homeowner's Association dated July 18, 2022, which was recorded in the Office of the County Recorder/Registrar of Titles, Carver County, Minnesota on August 3, 2022, as Document Number A750179 (the "**Storm Water Reuse Agreement**"). The Developer, at its expense, shall construct/install all storm water improvements required for the Property by the

Storm Water Reuse Agreement and the Plans. If any requirement of the Storm Water Reuse Agreement conflicts with any requirement of the Plans, the Storm Water Reuse Agreement shall control.

- 6.4. **Private Improvements.** The Developer shall, at its expense, install private improvements on the Property (the “**Private Improvements**”) in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.5. **Landscape Improvements.** The Developer shall install or cause the Home Builder to install, at its expense, all landscaping improvements required by the Landscape Plans attached as Exhibit C (the “**Landscape Improvements**”) for the Property. Further, for a period of 2 years from the date installed, Developer shall replace or cause the Home Builder to replace any plant material that dies or is not growing properly. The Developer shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.6. **Permits.** Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the Plans. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.7. **Licenses.** The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use to construct the Developer Installed Municipal Improvements and any other Improvements required by this Agreement.
- 6.8. **Standard of Performance.** All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.

- 6.9. **Deadlines for Completion.** The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by November 15, 2024, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than October 31, 2025. All Landscape Improvements to be installed by the Developer shall be installed no later than September 29, 2025. The Developer may request an extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- 6.10. **Construction Times.** The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.11. **Public Property Damage.** The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property by the Developer. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 20 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damage within 20 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.12. **Street Cleaning.** During the grading and the development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developer shall reimburse the City for all materials and labor associated with the cleanup.
- 6.13. **Inspection.** The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion

and at the Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis; or ii) take any action necessary to certify utilities for compliance and use. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors to the extent that the instructions do not contradict the Preliminary Plat, the Final Plat, or the Plans. The Developer's engineer shall provide on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction of the Improvements conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via Zoom with all parties concerned, including the City staff, to review the program for the construction work.

- 6.14. **Final Inspection by the City.** Promptly upon completion of the Improvements, the Developer shall provide the following to the City (the "**Inspection Deliverables**"):

6.14.1. as-built plans of the Improvements in both paper and electronic format, which electronic format shall be acceptable to the City Public Services Director; and

6.14.2. a recording of closed-circuit televising of the sanitary sewer improvements and a written report describing such televising.

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

7. **WARRANTIES.**

- 7.1. **Developer Installed Municipal Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed

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

- 7.2. **Developer Funded Municipal Improvements.** Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. **Landscape Improvements.** The Developer agrees, or shall cause the Home Builder to agree, to guarantee and warrant to the City all work performed and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer or the Home Builder shall promptly replace it. The Developer shall inform the City when installation of the Landscape Improvements on the Property is complete so that the City can conduct the inspection required by Section 6.14 above. The warranty period shall start upon the City's acceptance.

8. **INSURANCE AND INDEMNIFICATION.**

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

9. **BUILDING PERMITS, CERTIFICATES OF OCCUPANCY AND LOT FEES.**

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

- 9.3.3. the City Public Services Director and/or City Engineer has approved storm water compliance for the lot;
 - 9.3.4. all trees shown in the Plans for the lot have been planted or, if seasonal conditions do not then allow planting, the City has been provided with written assurance that they will be planted promptly when weather permits; and
 - 9.3.5. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.
- 9.4. **Lot Fees.** Once the Final Plat has been recorded and tax parcel identification numbers have been assigned to the Residential Lots and Common Area Lots, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413 & 414. The Developer acknowledges the City will charge such fees on all Residential Lots and Common Area Lots, including any outlots held by the Developer for future development (with fees being reallocated when replating occurs). The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject adjustment, from time to time, by the City Council.
10. **PARK DEDICATION AND CONVEYANCE OF ADDITIONAL PROPERTY.**
- 10.1. **Park.** Pursuant to the Waterford 6th Addition Development Agreement, the Developer shall dedicate Outlot A, WATERFORD 6TH ADDITION, Carver County, Minnesota ("**Outlot A**") to the City. The Developer has paid the sum of \$1,693.80 to satisfy the City's park dedication requirements for the Waterford Additions residential development. The City acknowledges such dedication satisfied the City's park dedication requirements for the land now being platted as Waterford 8th Addition.
11. **PUD ZONING.** The Residential Lots shall meet the requirements of the PUD District zoning stated below:
- 11.1. **General.** Except as expressly provided in this Section 11 to the contrary: i) Waconia City Code ordinances and regulations for the R-3, Medium Density Residential District shall apply to all Townhome Residential Lots identified below; and ii) Waconia City Code ordinances and regulations for the R-1, Single-Family Residential District shall apply to all Single Family Residential Lots (65 ft. & 75 ft.) identified below.
- 11.2. **Townhome Residential Lots.** The following PUD zoning applies to Lots 1 through 24, Block 1, Lots 1 through 10, Block 2, WATERFORD 8TH ADDITION, Carver County, Minnesota:
- 11.2.1. The minimum front yard/right-of-way setback for each lot shall be 25 feet;
 - 11.2.2. The minimum distance between each cluster of townhomes shall be 25 feet;

- 11.2.3. The maximum building height shall be 40 feet; and
- 11.2.4. The minimum street side yard for each lot shall be 20 feet.
- 11.3. **Single Family Residential Lots – 65 ft.** The following PUD zoning applies to Lots 1 through 9, Block 3; Lots 1 through 9, Block 4; Lots 1 through 7, Block 5; Lots 1 through 3, Block 6, WATERFORD 8TH ADDITION, Carver County, Minnesota:
 - 11.3.1. The minimum lot area shall be 8,402 sq. ft.;
 - 11.3.2. The maximum impervious surface for each lot shall be 50%;
 - 11.3.3. The minimum street side yard setback for each lot shall be 15 feet;
 - 11.3.4. The minimum interior side yard setback for each lot shall be 7.5 feet; and
 - 11.3.5. The maximum building height shall be 38 feet.

12. **PAYMENT OF COSTS AND EXPENSES.**

- 12.1. **General.** The Developer agrees to pay, upon written demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and v) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit with the City the sum of \$25,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2025, shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City in writing and paid by the Developer in conformance with Section 12.2 below.
- 12.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on before the date such amount is due, the Developer shall be deemed in default of this Agreement.

Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.

- 12.3. **Developer Billing Procedure.** Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable thirty (30) days after the date of the applicable invoice. If the City fails to pay any amount on before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.
13. **FINANCIAL GUARANTEES.** Prior to release of the Final Plat, unless otherwise stated, the Developer shall provide the financial guarantees described in this Section 13 (collectively, the “**Surety Deposits**”).

13.1. **Guarantee for Municipal Improvements.**

13.1.1. **Letter of Credit.** To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer’s faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the “**Letter of Credit for the Municipal Improvements**”) in the amount of \$2,030,322.00. (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City’s written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

13.1.2.2. When the Municipal Improvements, excepting the wear course of pavement, have been substantially completed and accepted

by the City Engineer, the Developer may apply for a 50% reduction in the Letter of Credit for the Municipal Improvements and the City shall grant such request provided a new letter of credit acceptable to the City for the remaining 50% is furnished to the City by the Developer.

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

13.2. Guarantee for the Landscape Improvements.

13.2.1. **Letter of Credit.** To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit for the Landscape Improvements**") in the amount of \$33,600.00, which equals 100% of the cost of the Landscape Improvements to be installed by the Developer). If the Developer fails to install and maintain or the Home Builder fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure or fails to cause the Home Builder to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is reasonably adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

13.2.2.2. Upon such time as the Landscape Improvements have been installed for a period of 2 years or a warranty bond ensuring the

proper growth of all plant material for a period of 2 years following installation has been provided to the City.

- 13.3. **Expiration.** If any letter of credit required by this Section 13 will expire pursuant to its terms prior to the time that all money or obligations of the Developer are paid or completed pursuant to this Agreement, the Developer shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developer in default of this Agreement and draw, in whole or in part at the City's discretion, upon the expiring letter of credit or other Surety Deposits to avoid the loss of surety.
- 13.4. **Failure to Perform.** If, after any written notice required hereunder and the expiration of any applicable cure period, the Developer is in default of this Agreement or otherwise fails to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any of the Surety Deposits provided by the Developer pursuant to this Section 13, to enter the Property, and to cure the default. If the default consists of the Developer's failure to install any of the Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with this Agreement and the Plans. The City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, arising out of, or related to, curing the Developer's default from the Surety Deposits. The Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 13.4.
- 13.5. **Costs.** The City's costs for processing any letter of credit reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. **Deficiency.** If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within thirty (30) days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each Outlot owned by the Developer and each Residential Lot for which an occupancy has not then been issued by the City. The Developer acknowledges that

the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.

14. **PROOF OF TITLE/ATTORNEY REVIEW.** Prior to release of the Final Plat, the Developer shall provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City (including streets, rights-of-way, park dedication, outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. The Developer shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.
15. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - 15.1. **Authorization.** The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.
 - 15.2. **Ownership.** The Developer has a fee ownership interest in the Property.
 - 15.3. **Execution No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.
 - 15.4. **Litigation.** There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.

- 15.5. **Compliance.** The Developer will comply with and promptly perform all the Developer's obligations under this Agreement and all related documents and instruments.
- 15.6. **Wetlands.** As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
- 15.7. **Environmental Laws.** To the best of the Developer's knowledge, as of the date of this Agreement, the Developer is not in violation of any local, state, or federal environmental law, regulation, or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
16. **DEFAULT.** If the Developer, its successors or assigns breaches any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developer written notice of the breach (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other Surety Deposits to complete the Developer's obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developer to collect any sums due pursuant to this Agreement. In the event of an uncured breach and after the expiration of all applicable cure periods, the Developer hereby grants the City and the City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by the City to cure the Developer's breach. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.
17. **NOTIFICATION INFORMATION.** Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows or by email with a return receipt requested:
- If to the City:
- City of Waconia
201 South Vine Street
Waconia, MN 55387
Attn: City Administrator
Email: sfineran@waconia.org
- If to the Developer:
- JMH Land Development Company, LLC
650 Quaker Avenue
Jordan, MN 55352
Attn: Mark Sonstegard, Vice President of Operations
Email: mark.sonstegard@jmhland.com
- If to the Home Builder:

U.S. Home, LLC
16305 36th Avenue N., Suite 600
Plymouth, MN 55446
Attn: Joe Jablonski, Director of Land Development
Email: Joe.Jablonski@lennar.com

18. **MISCELLANEOUS.**

- 18.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. **Recording.** This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the Final Plat is approved by the City Council.
- 18.3. **Compliance.** Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 18.5. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 18.6. **Warranty of Authority.** The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 18.7. **Attorneys’ Fees.** The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon an

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

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

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

- 18.15. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 18.16. **Certificate of Completion.** Upon completion of Developer's obligations under this Agreement and upon the written request by the Developer the City shall deliver to Developer a certificate of completion and release of this Agreement in such form for recording in the office of the County Recorder and/or Registrar of Titles of the County. Such certificate by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement of the Developer to complete its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 8TH ADDITION
DEVELOPMENT

CITY OF WACONIA

By: _____
Nicole Waldron
Its: Mayor

By: _____
Shane Fineran
Its: City Administrator

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Nicole Waldron and Shane Fineran, the Mayor and City Administrator, respectively, of
the City of Waconia, a Minnesota municipal corporation under the laws of the State of
Minnesota, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 8TH ADDITION
DEVELOPMENT

JMH LAND DEVELOPMENT COMPANY LLC

By: _____
Steven M. Hentges
Its: President

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Steven M. Hentges, President of JMH Land Development Company, LLC, a Minnesota
limited liability company, for and on behalf of the company.

Notary Public

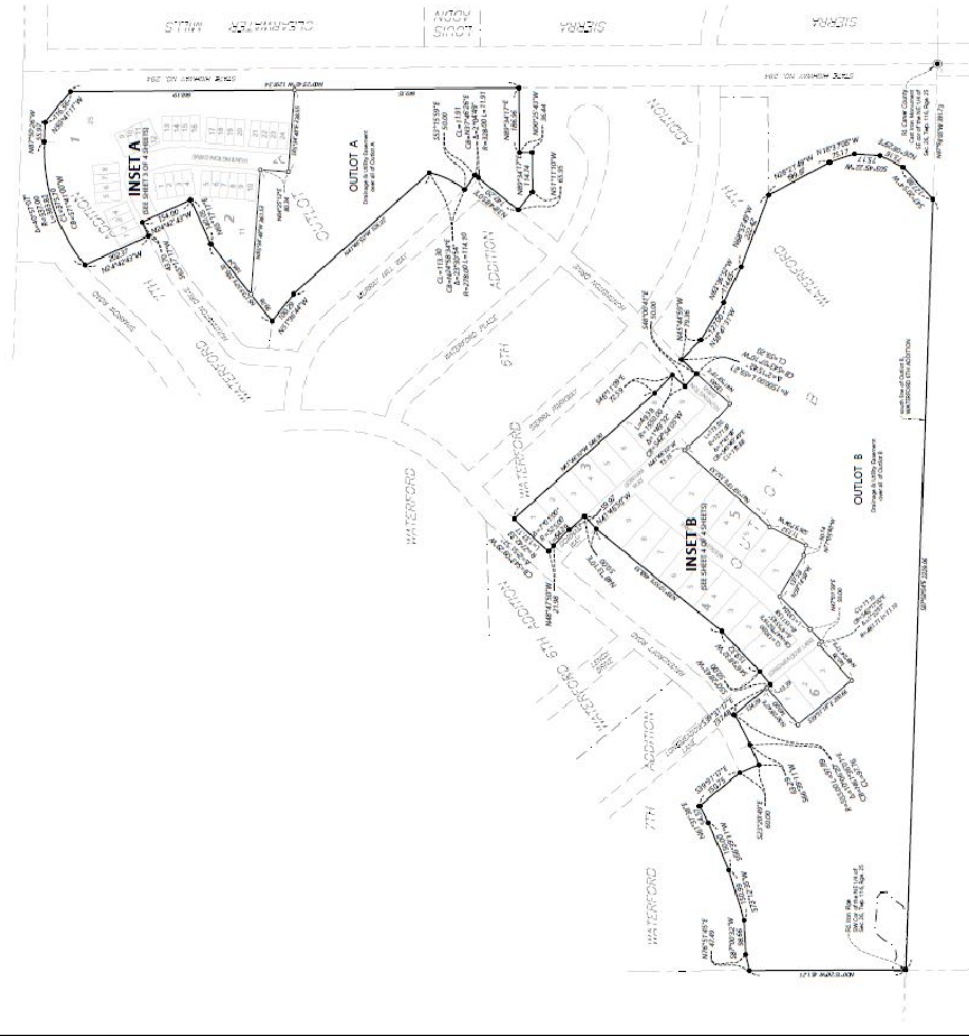
THIS INSTRUMENT WAS DRAFTED BY:
Lane L. Braaten – Community Development Director
City of Waconia
201 South Vine Street
Waconia, Minnesota 55387
(952) 442-3106

Final Plat for WATERFORD 8TH ADDITION

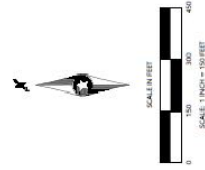
Westwood
Professional Services, Inc.

WATERFORD 8TH ADDITION

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



- SET 1/2" OF 1/4" IRON PIPE WITH CAP AT 4555
- FOUND MONUMENT IS 4555B
- THE SURVEY OF THIS PLAT IS BASED ON THE
- ADJACENT, TALLA BAHAMA LOT 177/178/179
- (KANSAS COUNTY, KANSAS)



Westwood
Professional Services, Inc.

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

WATERFORD 8TH ADDITION

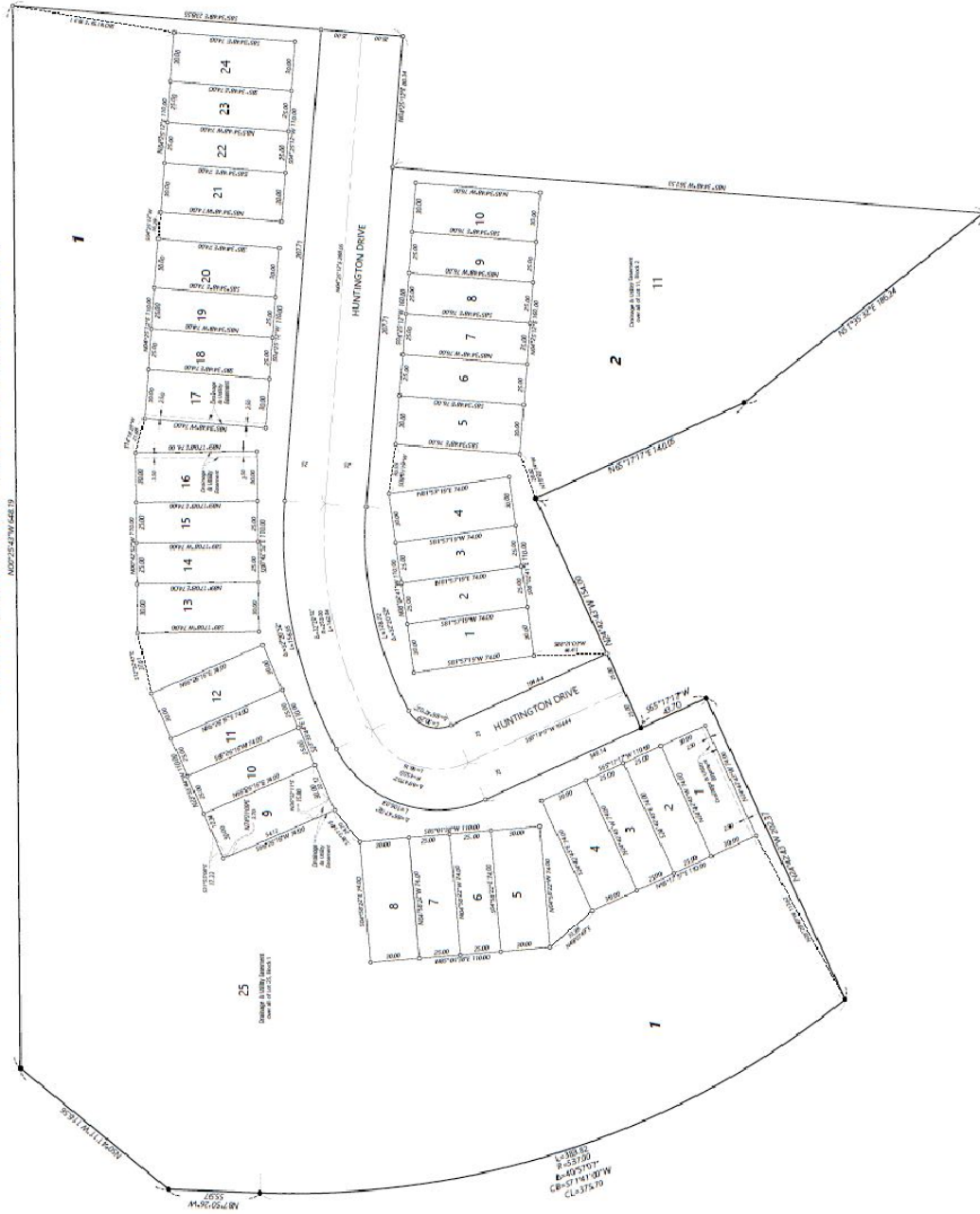


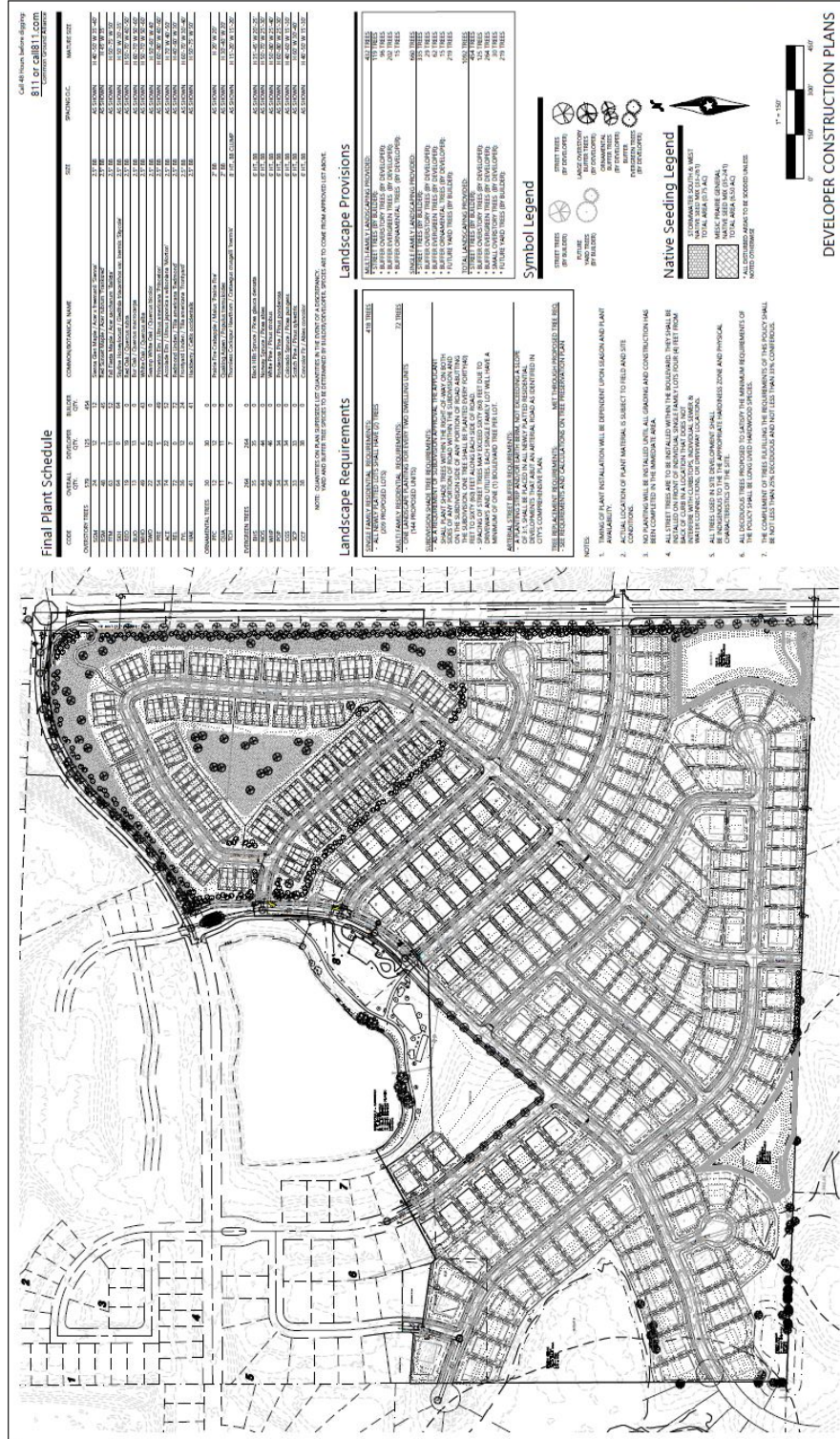
Exhibit A
Page 3 of 4



58

[illegible]

Landscape Plans



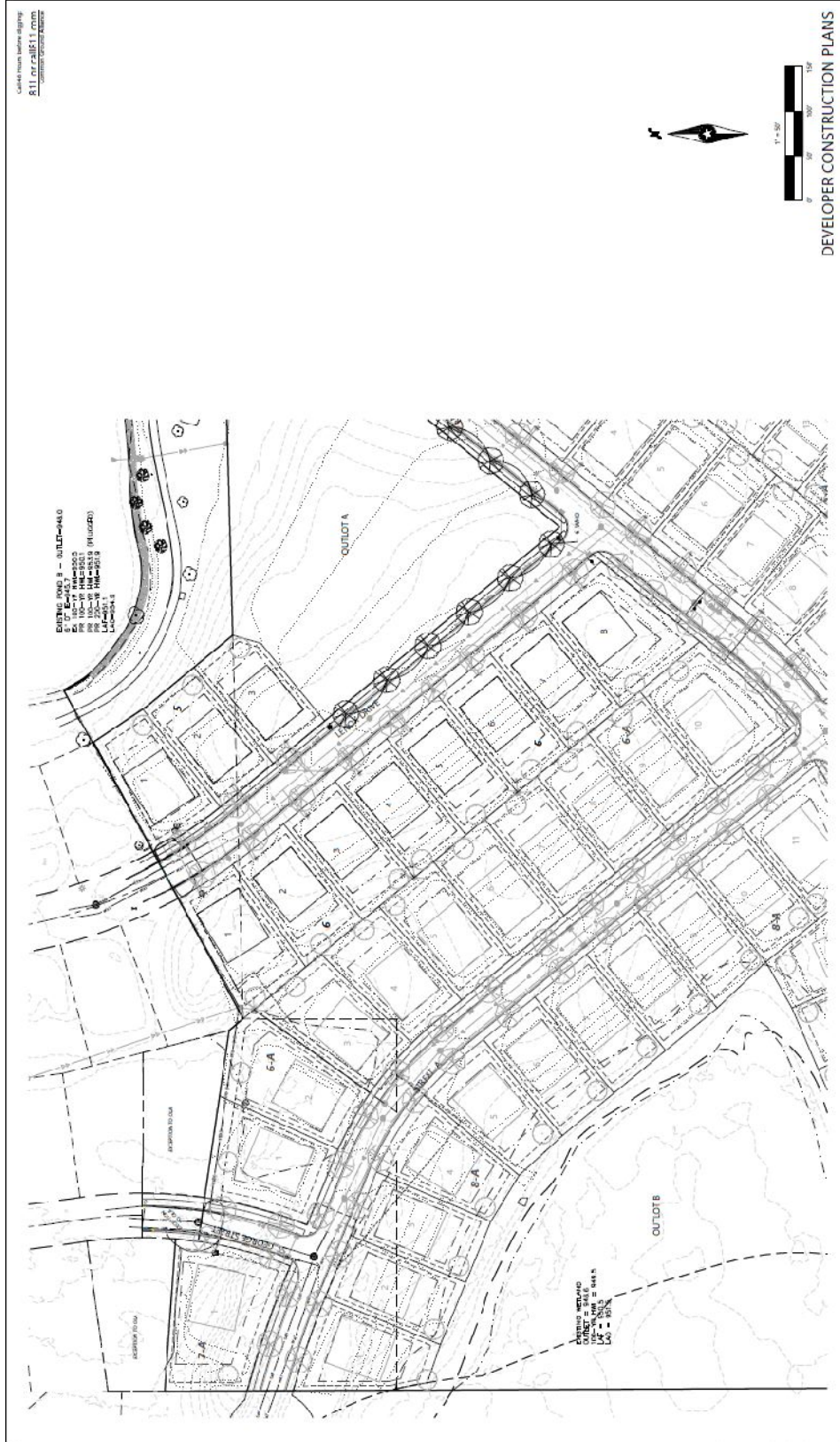


Exhibit C
Page 2 of 7



Exhibit C
Page 3 of 7

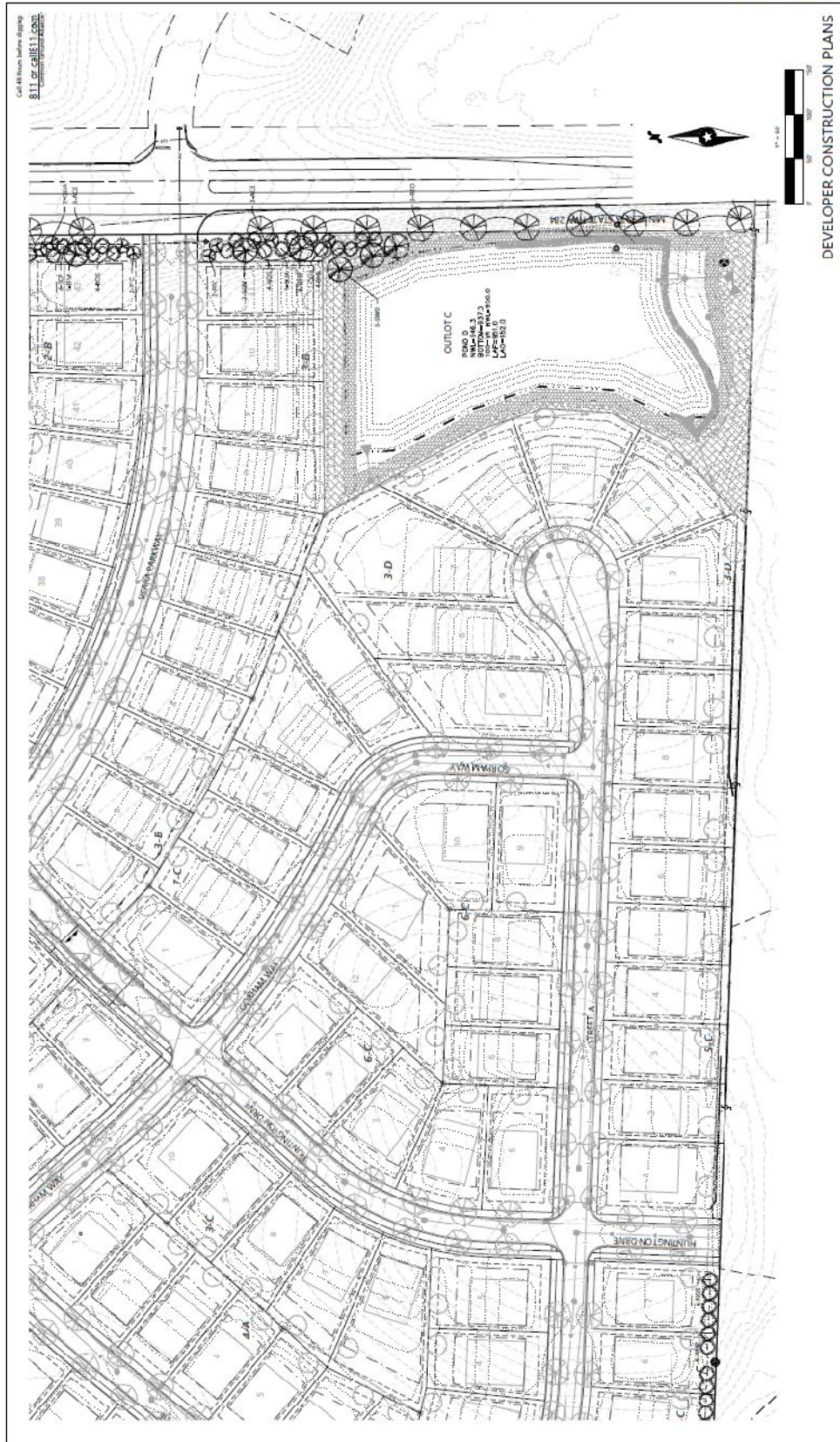


Exhibit C
Page 4 of 7



Exhibit C
Page 5 of 7

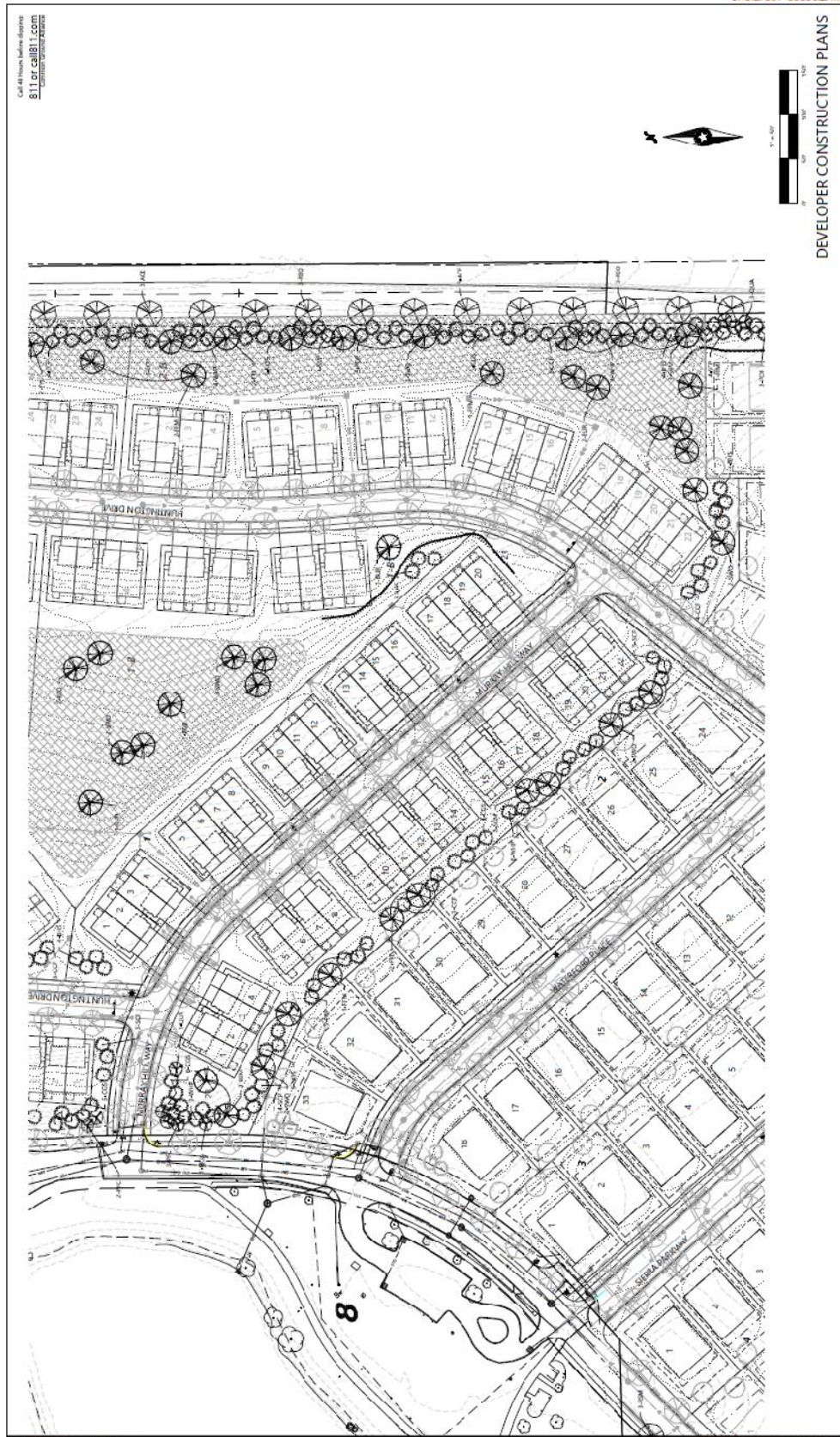


Exhibit C
Page 6 of 7



Exhibit C
Page 7 of 7

CONSENT AND SUBORDINATION BY MORTGAGEE

In consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frandsen Bank & Trust, a Minnesota chartered banking corporation, as mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated May 18, 2021, filed on May 20, 2021 as Document Number A725173 in the Office of the County Recorder of Carver County, Minnesota (the “**Recorder**”), as amended by the Partial Release of Mortgage dated October 25, 2021 executed by Mortgagee, filed on October 27, 2021 as Document Number A735855 with the Recorder, as amended by that certain Amendment No. 1 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated November 10, 2021, filed on November 18, 2021 as Document Number A737253 with the Recorder, as amended by that certain Partial Release of Mortgage dated November 26, 2021, filed December 3, 2021 as Doc. No. A738233 with the Recorder, as amended by that certain Partial Release of Mortgage dated December 13, 2021, filed December 20, 2021 as Doc. No. A739155 with the Recorder, as amended by that certain Partial Release of Mortgage dated March 10, 2022, filed March 16, 2022 as Doc. No. A743515 with the Recorder, as amended by that certain Partial Release of Mortgage dated December 22, 2022, filed December 29, 2022 as Doc. No. A755992 with the Recorder, as amended by that certain Partial Release of Mortgage dated March 27, 2023, filed on April 24, 2023 as Document Number A759450 with the Recorder, as amended by that certain Amendment No. 2 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated April 10, 2022, filed on April 24, 2023 as Document Number A759452 with the Recorder, as further amended by that certain Partial Release of Mortgage dated May 19, 2023, filed on June 2, 2023 as Document Number A761032 with the Recorder, as further amended by that certain Partial Release of Mortgage dated May 19, 2023, filed on June 2, 2023 as Document Number A761032 with the Recorder, as amended by that certain Amendment No. 3 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated June 30, 2023, filed on July 11, 2023, as Document Number A762385, with the Recorder, encumbering the real property legally described therein (collectively, the “**Mortgage**”) hereby consents to the Development Agreement to which this instrument is attached (the “**Agreement**”) and subordinates the Mortgage and the liens created by the Mortgage to the Agreement and the easements, covenants, obligations and other matters contained in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent and Subordination by Mortgagee as of the date notarized below.

Signature

Name (Printed)

Title

STATE OF MINNESOTA)
) ss.:
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Frandsen Bank & Trust, a Minnesota chartered banking corporation, on behalf of the banking corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387
(952) 442-7700



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Adopt Resolution No. 2024-094 Approving Carver County Planning and Water Management Smart Water Program 2024 Participation Agreement					
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>							
Adopt Resolution No. 2024-094 Approving Carver County Planning and Water Management Smart Water Program 2024 Participation Agreement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia has been involved in efforts to promote potable water conservation in many formats. One of those efforts is through Carver County's Smart Water Program which provides rebates for advanced irrigation controllers. Since 2022, the City has engaged in the Smart Water Program and offered up to \$7,500 for rebates of \$100.00 for each controller installed. As of December 31 2023, the City in this partnership with the County has assisted in 64 smart controllers installed in the community. Staff is requesting the ability to work with Carver County and Rachio again in this program to offer a discount to Waconia residents that upgrade to a smart controller for irrigation. The City budgeted \$6,000 in the water utility operating fund in 2024 in support of this program. This budget will allow for a \$100 discount per controller for up to 60 new controllers. These types of programs not only support the Met Council goal of water conservation and protection of the Metro ground water conservation initiatives, but also assist our residents in saving money on their water bills.							
Attachments:							
1. Resolution No. 2024-094 Approving Carver County Planning & Water Management Smart Water Program 2024 Participation Agreement 2. Carver County Smart Water Program 2024 Participation Agreement							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Water Utility Fund (601)							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-094**

**RESOLUTION APPROVING CARVER COUNTY PLANNING & WATER
MANAGEMENT SMART WATER PROGRAM 2024 PARTICIPATION AGREEMENT**

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

WHEREAS, the City of Waconia has participated in the Smart Water Program in 2022 and 2023; and

WHEREAS, the program has assisted 63 residents in moving to a smart controller for irrigation; and

WHEREAS, the City will participate in the program again supporting 60 additional controllers with the \$6,000 budget approved in the water utility fund in 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Carver County Planning and Water Management Smart Water Program 2024 Participation Agreement.

Adopted by the City Council of the City of Waconia this 15th day of April 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator

Carver County \$mart Water Program 2024 Participation Agreement

Carver County manages a program called Carver County \$mart Water program with direct distribution of Rachio, Inc., creator of Rachio smart irrigation controllers.

The program offers residential water customers of participating cities an instant rebate on the purchase of smart irrigation controllers.

About the program

The goal of the program is to decrease residential outdoor water use through better management of irrigation practices. The program enables customers to purchase smart controllers directly from Rachio on a website specifically developed for the program. The smart controller selected for the program is the Rachio 3 model, an Environmental Protect Agency WaterSense labeled controller designed to help homeowners better understand their irrigation and make saving water easy and transparent.

Controllers offered

The Rachio 3 4-zone, 8-zone, and 16-zone controllers will be offered at a total cost of \$139.99, \$169.99, and \$189.99 plus applicable sales tax on each controller. Participating cities can select the level cost share for their individual program. The controllers for participating cities are already offered at a discount of normal purchase price. Cities can choose to provide an additional cost incentive to residents from the options below.

Cost share option	Cost to customer 4-zone	Cost to customer 8-zone	Cost to customer 16-zone
City covers all cost	\$0	\$0	\$0
City provides \$100	\$39.99 + tax	\$69.99 + tax	\$89.99 + tax
City provides \$75	\$64.99 + tax	\$94.99 + tax	\$114.99 + tax
City provides \$50	\$89.99 + tax	\$119.99 + tax	\$139.99 + tax
City provides \$20	\$119.99 + tax	\$149.99 + tax	\$169.99 + tax
City provides \$0	\$139.99 + tax	\$169.99 + tax	\$189.99 + tax

Carver County has contracted with Rachio to implement the program and has a Professional Services Agreement with Rachio. It is attached here and incorporated herein as Attachment 1.

The respective roles and responsibilities of Carver County and each participating city are outlined below.

Carver County Roles and Responsibilities:

- 1) Overall Program management and coordination
- 2) Coordinate with Rachio to develop Program marketing plan and associated materials
- 3) Implement reasonable security controls to limit the unauthorized disclosure of any confidential information, including confidential or private customer information, provided to Carver County by a participating city or by Rachio.

Participating City's Roles and Responsibilities:

- 1) Agree to program's exhibits and contract terms (both set forth in Attachment 1)
- 2) Provide customer eligibility lists to Rachio monthly. Eligibility can be verified using account number, coupon code, and/or unique customer code.
- 3) Market program to city water utility customers. Photos, optional text, etc. are provided by Carver County and Rachio.
- 4) Customize report messaging to city customers (at Participating Agency's discretion)
- 5) Cooperate with Carver County in administering the program

Invoicing

Rachio will invoice cities directly each month for reimbursement for city funded controller costs as determined in the table below. Cities should use the table below to determine funding allotted to the program for this year.

Participating cities may terminate participation in the program upon 30 days written notice to Carver County. Participating cities electing to terminate their participation will be responsible for all costs related to their participation in the program up to the effective date of termination.

Program Costs:

Program item	Unit cost x quantity	Cost
A. Smart controller rebates	Agency cost share \$100.00 (plus applicable taxes/controller) x 60 (total # of rebates budgeted)	\$6,000.00
B. Insights lite	No charge	\$0
C. Dedicated customer support number and e-mail address managed by Rachio	No charge	\$0
D. Marketing assets folder (provided by Rachio)	No charge	\$0
E. Optional virtual customer training hosted by Rachio and Carver County	No charge	\$0
F. Total program costs	Total items A – G	\$6,000.00

To memorialize this arrangement, please have the enclosed copy of this Participation Agreement executed by an individual authorized to enter into such agreements and return it to Carver County Water Management, 600 East 4th St. Chaska, MN 55318, attention Madeline Seveland, **no later than 2 weeks before the launch of the Program.**

By submitting this Participation Agreement, the participating city agrees to pay its share of the program costs, up to the maximum in line F within thirty (30) days of its receipt of an invoice from Rachio. In addition, the participating city hereby acknowledges and finds acceptable the terms and conditions of Carver County - Rachio Professional Services Agreement including all exhibits.

Participating Agency agrees to indemnify, keep, and hold harmless Carver County and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following: Rachio's performance, any allegation that materials or services provided by Rachio infringe or violate any third-party intellectual property right, any disclosure of allegation thereof of Participating Agency's customers personally identifiable information. The person signing below represents and warrants that they are authorized by the participating city to bind the participation city to this Participation Agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minn.Stat.Chap.466 and/or other applicable law.

No person shall, on the grounds of race, color, religion, age, sex, sexual orientation disability, marital status, public assistance status, criminal record, creed, or national origin in administration of this agreement.

Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of each party and involve transactions relating to this Agreement. Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

IN WITNESS THEREOF the Parties have executed this Agreement by their duly authorized officers as of the latest day and year written below.

Carver County

By: _____ Date: _____

Agency: City of Waconia

By: _____, Mayor Date: 04-15-2024

City Administrator _____, City Administrator Date: 04-15-2024

Below is the primary contact for this Program.

Madeline Seveland

Carver County Planning & Water Management

mseveland@co.carver.mn.us 952-687-7586

Exhibit A
Smart Water System Package Program Terms
2024 Program

Overview of Smart Water System Package.

The County has created a predetermined smart water system package (each a “***Package***”) consisting of specific materials, program deployment methods or services more specifically described on **Exhibit C**. The details and requirements of the Package and the amount of money the County and its partnering cities will offer to qualified customers as a subsidy for the purchase of such Package (each, a “***Subsidy Amount***”) will also be set forth on **Exhibit C**.

Acceptance of Smart Water System.

For each Package, the County and its partnering cities will provide a searchable list of eligible customer accounts that are eligible for the Subsidy Amount (each, a “***Eligible Customer***”). In connection with the sale of a Package to each Eligible Customer, Contractor agrees to deduct the Subsidy Amount from the Service Provider’s price for the Package. Service Provider will be responsible for accepting Eligible Customers for predetermined Packages, provide reasonable documentation back to the County and bill the County accordingly for the Subsidy Amount for each of the Eligible Customers as described in Exhibit D. The County and Service Contractor acknowledge and agree that the County has no control over the prices charged by the Contractor for any Package. Prices are set for the duration of the contract.

Advertising Program. Contractor will display branding for the County program on a website, as well as in advertising for all Program materials. Both County and Contractor acknowledge and agree that branding shall include the Program name, the County logo or name and the Contractor name or logo. County acknowledges and agrees that it will work with partnering cities to promote the Program, including, but not limited to (i) developing and launching a marketing kick off of the Program, (ii) sending of emails and mailings to Eligible Customer, (iii) utilizing city newsletters, website and other outreach methods to send Program information to residents within each city.

Intellectual Property Ownership. The County acknowledges that, as between the County and Contractor, Contractor owns all right, title, and interest, including all intellectual property rights, in and to the Contractor intellectual property, including Contractor’s water saver systems, equipment, software and services provided hereunder.

Exhibit B
Package Details & Schedule relating to the installation of
Rachio Smart Sprinkler Controllers for Carver County, MN

Product Description

Rachio 3 Smart Sprinkler Controller

- Works with almost any existing sprinkler system.
- Controller installation in under 30 minutes, no special tools required.
- Control and monitor watering from the Rachio App on your smartphone or directly from the controller.
- Compatible with smart home platforms like Nest, Amazon Alexa, Google Assistant and more.
- Available in 4, 8 or 16-zone models, either indoor or outdoor installation
- Supports Premium Weather Intelligence TM Plus (hyperlocal accuracy continuous monitoring, comprehensive data).
- Supports dual band Wi-Fi (2.4 GHz & 5 GHz).
- Easy-press connectors supporting 14-22 American Wire Gauge (AWG).

Services to be Provided

The services shall include County and Contractor providing the following:

- **Fulfillment Services:** Potential Eligible Customers (“*Applicants*”) will be directed to a landing page developed by Rachio, which serves to verify their eligibility, and direct them through a process to purchase the Rachio Smart Sprinkler Controller of their choice (4 zone, 8 zone, or 16 zone).
 - Once the Applicant arrives at the page, they’ll be prompted to enter their first and last name, phone number, email, account number and ZIP code.
 - Rachio will use these inputs to verify eligibility and will provide error codes when these input data are improperly formatted.
 - Applicants that are deemed Eligible Customers will be directed through a process that captures their name, contact information and shipping information. They will also be able to select the Rachio Smart Sprinkler Controller of their choice.
 - Successful orders will be sent directly to the Eligible Customers home.
 - These input data will be available to the County and Rachio via the Rachio Portal for tracking and auditing purposes.
 - Each Applicant will be required to agree to a certain set of terms and conditions provided by the County.

Exhibit C
Product Pricing

County agrees to the following prices for controllers & outdoor enclosures:

1. Product Pricing for Carver County program. Product pricing listed by amount of city utility coverage.

Cost share option	Cost to customer 4-zone	Cost to customer 8-zone	Cost to customer 16-zone
City covers all cost	\$0	\$0	\$0
City provides \$100	\$39.99	\$69.99 + tax	\$89.99 + tax
City provides \$75	\$64.99	\$94.99 + tax	\$114.99 + tax
City provides \$50	\$89.99	\$119.99 + tax	\$139.99 + tax
City provides \$20	\$119.99	\$149.99 + tax	\$169.99 + tax
City provides \$0	\$139.99	\$169.99 + tax	\$189.99 + tax

2. Outdoor Enclosures: \$29.99
3. One-time fee for website updates & maintenance, portal access & access to Insights Lite: \$5,000.00
 - a. This payment was completed in 2022.

Exhibit D

Payment and Invoicing

During the Term, Rachio agrees to fulfill orders as they come through the customized landing page. This program is set up as a cost share program and will follow the pricing tiers outlined in Exhibit C. Participating cities within Carver County can select to cover the entire cost of the controller for their residents, cover a portion or nothing at all.

If a city decides to provide a subsidy, they will be invoiced monthly by Rachio for the number of controllers redeemed the month prior.

Contractor shall submit written invoices monthly to the City to receive reimbursement for Subsidy Amounts for Eligible Customers for Packages accepted by the Contractor. Each invoice shall include:

- (i) A statement of the total number of Eligible Customers for whom shipments of a Packages have been shipped (“***Completed Shipments***”) and for which payment is being sought and
- (ii) Name and address for each Eligible Customer with a Completed Shipments.

Invoices will be sent to participating cities and shall be paid by each City within thirty (30) days following receipt of each invoice.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Adopt Resolution No. 2024-095 Authorizing Approval of Sale or Disposal of Surplus Equipment					
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>							
Adopt Resolution No. 2024-095 Authorizing Approval of Sale or Disposal of Surplus Equipment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City staff have reviewed inventory and items in storage at Public Services. Staff is requesting this equipment be deemed surplus equipment and be sold or properly disposed of. - Unit 2013 (non-operational) 84 inch Box Broom Bobcat (SN:A00A02795) - Unit 2050 MT Combo Plane (SN:3164) - BG Big Dawg 2 Fluid Exchanger - BG Power Steering Flusher - OTC 5019 Low Lift Transmission Jack - Obsolete truck parts that cannot be used (brake shoes, air chambers, and miscellaneous unusable fleet parts) - Surplus Project Lumber - Surplus Project Landscape Block The City utilizes Jeff Martin Auctioneers, Inc. for the sale of these types of items along with general postings at City Hall. The equipment is listed at the lowest price the City will accept and people can bid on the item. The equipment is then sold to the highest bidder. Funds from the sale will be recognized in the General Fund - Streets/Parks department operating funds as reimbursement revenue. Attachments: Resolution No. 2024-095 Approving Surplus Equipment and Sale							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Streets/Parks (101)							
Budget Information:				Planning Commission			
☐ Budgeted ☒ Non Budgeted ☐ Amendment Required				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-095**

RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE

WHEREAS, Public Services staff cleared from storage equipment and materials no longer in use for operations; and

WHEREAS, the list of surplus equipment includes the following:

- Unit 2013 (non-operational) 84 inch Box Broom Bobcat (SN:A00A02795)
- Unit 2050 MT Combo Plane (SN:3164)
- BG Big Dawg 2 Fluid Exchanger
- BG Power Steering Flusher
- OTC 5019 Low Lift Transmission Jack
- Obsolete truck parts that cannot be used (brake shoes, air chambers, and miscellaneous unusable fleet parts)
- Surplus project lumber
- Surplus project landscape block

WHEREAS, funds received for the equipment with saleable value will be recognized in the General Fund – Streets/Parks departments as reimbursement revenue; and

WHEREAS, equipment that cannot be sold will be properly disposed of by City staff.

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

Adopted by the City Council of the City of Waconia this 15th day of April, 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Adopt Resolution No. 2024-096 Authorizing Pricing for Capital Equipment Project #588 - Skidsteer Replacement					
Originating Department:		Public Services					
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 No. 2024-096 Authorizing Pricing for Capital Equipment Project #588 - Skidsteer Replacement							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Capital Investment Plan identified the replacement of a skidsteer model Bobcat A770 Unit #179 and select attachments in 2024 at an estimated cost of \$88,000 as project #588. The existing unit is a model year 2019 and is approximately 2,000 hours of use with maintenance and repair costs nearly half of the original purchase price. This unit is utilized across all departments and year round in grounds maintenance, street repairs, and snow removal activities. In addition to the unit replacement staff recommend the replacement of a box broom attachment and push plow at this time. Mechanic staff coordinated the opportunity to demo units the past few months from manufacturers such as Deere, Caterpillar, and Bobcat. Staff then had the opportunity to provide feedback and input on the operating characteristics of the demonstration units and input on the preferred replacement unit. Based on staff feedback, the recommendation of the majority of staff is to acquire a Caterpillar 272D3XE. Staff will solicit quotes from vendors available on the State Cooperative Purchasing program and/or Sourcwell contract pricing program. <u>Attachments:</u> 1. Resolution No. 2024-096 Authorizing City Staff to Obtain Pricing for Capital Equipment Project #588 2. Unit 179 Photo 3. 179 Vehicle Maintenance History							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Fund>Capital Equipment 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. 2024-096**

**RESOLUTION AUTHORIZING CITY STAFF TO OBTAIN PRICING
FOR CAPITAL EQUIPMENT PROJECT #588**

WHEREAS, the Capital Investment Plan Project #588 identified the replacement of skid steer unit #179 with select attachments; and

WHEREAS, staff have reviewed various model selections from three manufacturers; and

WHEREAS, staff are recommending the replacement unit to be a Caterpillar 272DX3E unit and the replacement of a box broom and push plow; and

WHEREAS, projects approved as part of the 2024 budget were finalized and compiled for final approval by the City Council as funding is available in 2024 in the amount of \$88,000.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes City staff to obtain pricing utilizing negotiated and cooperative purchasing information.

Adopted by the City Council of the City of Waconia this 15th day of April 2024.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



Vehicle Maintenance

Streets

ID	Completed	Task ID	Activity	Odometer	Total Cost	Notes
0179		53893	Maintenance		\$0.00	Jordan reported that it is overdue for a service, screen shows bar saying maintenance due.
0179		55041	Engine Oil Change		\$0.00	Reported that it is overdue for an oil change kr
0179	6/28/2019	23451	Maintenance	66.40	\$178.79	
0179	9/25/2019	25203	Maintenance	180.00	\$175.96	
0179	12/13/2019	26004	Maintenance	282.00	\$392.74	
0179	2/12/2020	26604	Maintenance	386.00	\$250.57	
0179	5/26/2020	28905	Maintenance	492.00	\$201.88	
0179	1/11/2021	30129	PMA	704.00	\$222.43	
0179	1/11/2021	30120	Repair	0.00	\$59.97	
0179	1/11/2021	29575	PMA	593.00	\$200.97	
0179	3/5/2021	31326	Engine Oil Change	811.00	\$676.90	
0179	5/14/2021	31652	Repair	758.00	\$104.01	
0179	7/9/2021	32869	Engine Oil Change	918.00	\$169.17	
0179	9/7/2021	33089	Repair	973.00	\$716.85	
Streets				Total	\$3,350.24	

Vehicle Maintenance

ID	Completed	Task ID	Activity	Odometer	Total Cost	Notes
0179	10/19/2021	33144	Repair	997.00	\$375.06	
0179	10/19/2021	33281	Engine Oil Change	1020.00	\$367.86	
0179	12/20/2021	34546	Repair	1069.00	\$135.00	12/20-Blowing snow this morning the skid got a flat tire- KR
0179	1/13/2022	34724	Repair	1115.00	\$717.15	Jordan stated; the is a hydraulic leak on the left rear side near exhaust on lift arm- KR
0179	1/18/2022	34737	Engine Oil Change	1128.00	\$725.29	
0179	2/11/2022	34638	Maintenance	1176.90	\$67.00	send to precise for 4G upgrade 1/24-send to Precise 1/27- delivered to Precise 2/10- returned, upgraded
0179	3/16/2022	35294	Repair	1179.00	\$2,067.84	
0179	3/16/2022	35561	Engine Oil Change	1236.00	\$346.89	
0179	5/2/2022	41754	Maintenance	1286.00	\$65.00	switch of tires from winter to summer-CE
0179	6/20/2022	42473	Maintenance	1335.00	\$192.14	Due for a PM, sounding warning reminders regularly Jordan said.
0179	7/8/2022	42654	Repair	0.00	\$130.83	
0179	7/20/2022	42714	Repair	0.00	\$130.00	AC not working- KR
Streets				Total	\$8,670.30	

Vehicle Maintenance

ID	Completed	Task ID	Activity	Odometer	Total Cost	Notes
0179	7/22/2022	42794	Maintenance	0.00	\$1,303.50	
0179	10/10/2022	43053	Repair	1430.00	\$531.41	Skid losing power- Pete talked to Brian about it-KR
0179	11/9/2022	44397	Repair	471.10	\$65.00	The pin and spring for the securing of attachments (the bucket) to the machine is broken, it fell off/ apart-NM
0179	11/16/2022	44399	Repair	0.00	\$270.56	Left side slider window shattered and needs replacement-KR
0179	12/6/2022	45091	Maintenance	1.00	\$32.50	Nick reported that left rear light is out-KR
0179	12/8/2022	45273	Engine Oil Change	1520.00	\$264.23	GOF
0179	12/9/2022	45069	Replace	1.00	\$162.50	put on snow tires
0179	1/11/2023	45482	Engine Oil Change	1636.00	\$878.99	gof
0179	1/18/2023	45595	Maintenance	0.00	\$928.08	noticed hydo leak on oil change
0179	3/9/2023	45881	Repair	1726.00	\$3,741.95	operator has to keep filling hydro fluid
0179	3/14/2023	45883	Engine Oil Change	1738.00	\$767.54	Skid #179 is due for an oil change-KR
Streets				Total	\$17,616.56	

Vehicle Maintenance

ID	Completed	Task ID	Activity	Odometer	Total Cost	Notes
0179	3/29/2023	45936	Repair	1718.00	\$65.00	Jordan reported the there is a hydraulic leak on the quick coupler and fluid is running down the arm.KR
0179	3/31/2023	45947	Replace	1746.00	\$1,229.93	replace tires with summer tires
0179	4/14/2023	45969	Repair	1750.00	\$951.32	left rear wheel angled and won't go back. took to Lanos Loretto for repair
0179	5/16/2023	47419	Repair	1.00	\$221.73	front left wheel stuck in
0179	6/23/2023	47317	Repair	1.00	\$52.90	Pete reported the radio antenna is broken on 179 and needs repair-KR
0179	6/28/2023	46052	Install	1805.00	\$4,217.35	install wet kit
0179	8/23/2023	49100	Maintenance	1839.00	\$336.47	Nick reported that 179 has an hourly maintenance reminder flashingKR
0179	8/25/2023	49152	Maintenance	1.00	\$23.50	Street Staff greased: gate hinges, hoist, box hinges on trucks and all points on equipment.
0179	11/1/2023	50065	Maintenance		\$0.00	Water tank system mounted on to 179 needs to be winterized and removed for the winter season.KR
0179	1/22/2024	51790	Maintenance	1924.00	\$1,338.98	recap winter tires
Streets				Total	\$26,053.74	

Vehicle Maintenance

ID	Completed	Task ID	Activity	Odometer	Total Cost	Notes
0179	1/31/2024	52148	Repair	1925.00	\$110.18	Nick M reported that the left attachment latch is missing it's only grease zerk.
0179	2/16/2024	52344	Repair	1930.00	\$255.91	Carter reported that the left side window on the skid shattered when it was opened today. Did not get hit or come in contact with any foreign objects.
0179	3/26/2024	53916	Repair	1.00	\$151.93	coupler leak
Streets				Total	\$26,571.76	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 15, 2024					
Item Name:		Adopt an Amendment to Resolution No. 2024-087 for Approval of a Liquor License Application for Sizzle Street Corporation, 813 Marketplace Drive for the term of May 1, 2024, through January 31, 2025					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
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 an Amendment to Resolution No. 2024-087 for Approval of a Liquor License Application for Sizzle Street Corporation, 813 Marketplace Drive for the term of May 1, 2024 through January 31, 2025.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
On April 1, 2024, the Council approved Resolution No. 2024-087 for a Liquor License Application with India Palace. The business trade name as listed with the Secretary of State should read: Sizzle Street Corporation 813 Marketplace Drive Waconia, MN 55387 The Liquor license will be issued upon approval by the State of Minnesota, Alcohol and Gambling Division and upon all conditions of licensing being met in accordance with City ordinances which includes completion of all forms, payment of fees and fines, receipt of certificates of insurance, proof of payment of state and local taxes, approval by the State Department of Revenue and the Bureau of Criminal Apprehension is also necessary. Attachments: 1. Amending Resolution No. 2024-087 Approving Liquor License Application							
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
RESOLUTION NO. 2024-087**

RESOLUTION AMENDING LIQUOR LICENSE APPLICATION

WHEREAS, The City Council approved a Liquor License Application with India Palace on April 1, 2024;

WHEREAS, the official name of the establishment registered with the State of Minnesota, Secretary of State, should read Sizzle Street Corporation.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves amending Resolution No. 2024-087 as follows:

That the City Council of the City of Waconia hereby approves a Liquor License for Sizzle Street Corporation, 813 Marketplace Drive in Waconia for the term of May 1, 2024, through January 31, 2025, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, proof of payment of state and local taxes, approval by the State Liquor Control, the State Department of Revenue, and the BCA, and other conditions as noted above.

Adopted by the City Council of the City of Waconia this 18th day of April 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk