

WACONIA CITY COUNCIL MEETING AGENDA



Monday, April 4, 2022
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

: KENT BLOUDEK
: NICOLE WALDRON
: RANDY SORENSEN
: PETE LEO
: CARL PIERSON

NOTE: TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 P.M.

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@waconia.org to make certain that you are called upon during the meeting.

1. CALL MEETING TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ADOPT AGENDA
4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE
 - 1) [Arbor Day & Month Proclamation](#)
 - 2) [State of the Library Presentation](#)
5. ADOPT CONSENT AGENDA

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

- 1) [March 21, 2022 City Council Minutes](#)
Motion to Approve March 21, 2022 City Council Minutes
- 2) [March 28, 2022 Special City Council Meeting Minutes](#)
Motion to approve March 28, 2022 Special City Council Meeting Minutes
- 3) [April 4, 2022 Expenditures](#)
Payment of April 4, 2022 Expenditures
- 4) [Contractor Pay Request #5 - Everson New Storage Shed](#)
Motion to approve Pay Estimate No. 5 to Ebert Construction for the Everson New Storage Shed

- 5) [Use of streets Lola's Annual Lake Waconia Half Marathon Event](#)
Motion to authorize use of streets/trails for Lola's Lake Waconia Half Marathon
- 6) [Approve Temporary Liquor License for Lions Club](#)
Adopt Resolution 2022-94 Approving Temporary On-Sale Liquor License Applications for Lions Club
- 7) [Application to Conduct Off-Site Gambling - Waconia Lions](#)
Adopt Resolution No. 2022-95, Approving Application to Conduct Off-Site Gambling for Waconia Lions
- 8) [Resolution of Support for Laketown Township State Bonding Request](#)
Adopt Resolution 2022-96, Supporting State Bonding Request by Laketown Township for the "201" System Feasibility Study
- 9) [Consideration Compost Quotes](#)
Adopt Resolution 2022-97, Approval of Compost Quote From Pine Products for 2022 Compost
- 10) [Authorize Execution of Agreement](#)
Adopt Resolution 2022-98, Authorize Staff to Execute KCI Conservation Proposal for Civil War Cannon & Cannon Ball Memorial Restoration
- 11) [Execute "Preparing for EAB Grant"](#)
Adopt Resolution 2022-99, Approve Execution of MNDNR Grant for "Preparing For EAB Grant Program
- 12) [Authorize Execution of Support Letter](#)
Adopt Resolution 2022-100, Authorize Mayor to Execute Letter of Support for Carver County "Traffic Signal Technologies and its Corridor Enhancements Project"
- 13) [The Fields 2nd Addition Final Plat - Tamarack Land](#)
Adopt Resolution 2022-100 approving The Fields 2nd Addition Final Plat application submitted by Tamarack Land, which includes 127 single-family parcels.
- 14) [Donation Acceptance - Cash Donations for Operations of the Fire Department](#)
Adopt Resolution 2022-102, Accepting Cash Donations for Operations of the Fire Department from Children's Grief Connection
- 15) [Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts](#)
Adopt Resolution 2022-103, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council
- 16) [Donation Acceptance - Cash Donations for City Square Park War Memorial Monument Restoration](#)
Adopt Resolution No. 2022-104, Accepting Cash Donations for City Square Park War Memorial Monument Restoration from Community Giving on Behalf of American Legion Post 150
- 17) [Waterford 7th Addition - Development Agreement - JMH Land Development Company, LLC](#)
Adopt Resolution 2022-105 approving the Development Agreement for Waterford 7th Addition.
- 18) [Acceptance of Grant Proceeds from Minnesota Department of Administration for 2022 Arts and Cultural Heritage Fund Veterans Memorial Grant for City Square Park War Memorial Restoration Projects](#)
Adopt Resolution 2022-106, Accepting Grant Proceeds from Minnesota Department of Administration 2022 Arts and Cultural Heritage Fund Veterans Memorial Grant for City Square Park War Memorial Restoration Projects
- 19) [Approve Amended Easement and Permit for Utility Crossings](#)
Adopt Resolution 2022-107, Approve Amended Easement and Permit for Utility Crossing the Lake Waconia Regional Park
- 20) [Allocation of American Rescue Act \(ARPA\) Funding](#)
Adopt Resolution No. 2022-108, Approving Allocation of American Rescue Act (ARPA) Funding
- 21) [Authorize Purchase of ATV and Trailer](#)
Adopt Resolution 2022-112, Authorizing City Staff to Purchase ATV and Trailer Replacement and related equipment, CIP Adopt Project #336

6. COUNCIL BUSINESS

- 1) [Award Construction Contract](#)
Adopt Resolution 2022-109, Approval of Construction Contract with WM Mueller & Sons for the 2022 Infrastructure Project at the Cost of \$3,671,788.82
- 2) [Execute Road Fabric Quote](#)

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

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

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

Adopt Resolution 2022-111 approving Summary Publication of the Ordinance.

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

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

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Strategic Plan Update, Annual Fire Department Report

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Planning Commission - April 7

City Council - April 18

Park Board - April 21



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022			
Item Name:		Arbor Day & Month Proclamation			
Originating Department:		Administration			
Presented by:		Ann Meyerhoff			
Previous Council Action (if any):					
Item Type (X only one):	Consent		Regular Session		Discussion Session X
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
<u>Attachments:</u>					
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		



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		State of the Library Presentation					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
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>							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u>							
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			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022			
Item Name:		March 21, 2022 City Council Minutes			
Originating Department:		Administration			
Presented by:		Ann Meyerhoff			
Previous Council Action (if any):					
Item Type (X only one):	Consent	☒	X	Regular Session	Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)					
Motion to Approve March 21, 2022 City Council Minutes					
EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)					
Attachments: 1. Minutes 3-21-22.docx					
FINANCIAL IMPLICATIONS: Funding Sources & Uses:			ADVISORY BOARD RECOMMENDATIONS:		
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required			Planning Commission		
			Parks and Recreation Board		
			Safari Island Advisory Board		
			Other		

**CITY OF WACONIA
MARCH 21, 2022**

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 Bloudek at 6:00 p.m. The following members were present:

Kent Bloudek, Nicole Waldron, Randy Sorensen, Pete Leo

Staff Present: Shane Fineran, Lane Braaten, Craig Eldred, Ann Meyerhoff, Mike Melchert

2) PLEDGE OF ALLEGIANCE

3) ADOPT AGENDA

Motion by Nicole Waldron , seconded by Randy Sorensen

MOTION carried

4) VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

41. [Christine Fenner - Waconia Chamber of Commerce](#)

Christine Fenner of the Waconia Chamber of Commerce gave a tourism presentation and share what is to come in 2022.

5) ADOPT CONSENT AGENDA

1. March 7, 2022 City Council Meeting Minutes

[Minutes 3-7-22.pdf](#)

2.) March 21, 2022 Expenditures

[Council List-Expenditures 03.21.2022_P-Card.pdf](#)

[Council List-Expenditures 03.21.2022_Immediate-Pay.pdf](#)

[Council List-Expenditures 03.21.2022_Check-EFT.pdf](#)

3.) Lodging Tax Funds Request - Waconia CVB

4.) Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred February 2022

[Waconia Ice Arena Bills & Applied Payments Feb 02.2022.pdf](#)

5. Rink Management Services Corporation Safari Island Community Center Expenditures Incurred February 2022
[Safari Island Bills & Applied Payments 02.2022.pdf](#)
- 6.) Donation Acceptance - Cash Donations for Adaptive Playground Equipment
[2281res Donations_Received_Donations_for_Playground_03.21.22_Res.doc](#)
- 7.) Accepting Donation and Pass Thru Recommendation
[2282res Gambling_Donation_Resolution \(1\).doc](#)
- 8.) Authorize Sale of Surplus Equipment
[2283res 2022_Resolution_Surplus_Equipment.doc](#)
- 9.) Authorize Chassis Acquisition for Unit 36 Replacement
[2284res Award_Chassis_Purchase_Memo.doc](#)
[Nuss Equipment Sheet.pdf](#)
[2-28-22 Mack Granite 42FR price quote.pdf](#)
[Boyer Equipment Sheet.pdf](#)
[Boyer Trade Sheet.pdf](#)
10. Comprehensive Plan Amendment for 1330 Waconia Parkway South, 10250 10th Street East & 10350 102nd Street
[2285res COMPPLANAMENDRES.docx](#)
[Public Hearing Notice.pdf](#)
[Location Maps.pdf](#)
11. Orchard Park 2nd Addition - Development Agreement - M/I Homes
[2286res Resolution_Approving_the_Dev._Agreement_Draft.docx](#)
[Exhibit 1 Orchard Park 2nd Addition Dev. Agreement Draft.docx](#)
- 12.) Zoning Authority Request - Carver County and Kirsch Family

[2287res_Extending_Subdivision_Authority_to_Kirsch_Property.docx](#)

[Location Map and Zoning Authority Request Letter.pdf](#)

13.) Sign Plan Amendment - Interlaken Village Commercial Development - Target

[Waconia Site Improvements Narrative.pdf](#)

[Overall Site Plan.pdf](#)

[Improvement Plan.pdf](#)

[DriveUp Sign Details.pdf](#)

[Site Lighting Plan.pdf](#)

[Existing Exterior Elevations.pdf](#)

Motion by Sorensen, seconded by Leo to Adopt the Consent Agenda. **MOTION carried.**

6) COUNCIL BUSINESS

1. [Utility Bill Dispute - 1371 Creekside Drive](#)

[2 Daily_Consumption.Jan.1371_Creekside.pdf](#)

Shane Fineran stated that during the months of January and February billing, the property at 1371 Creekside Drive experienced a plumbing leak in the home that resulted in abnormally high usage for the property. The average monthly usage for this property is 4,000 to 5,000 gallons per month. The leak resulted in usage for January 2022 of 29,000 gallons and in February of 2022 of 14,000 gallons. The leak occurred during the read period, resulting in a portion of the leak usage being charged on two separate bills. Staff communicated with the property owner, Suzette Baumann regarding this as well as other items of interest such as automatic alerts to users when high usage occurs and softened municipal water.

Currently the city's utility billing software does not have the capabilities to alert users of high usage, but this is something that staff monitors during business hours.

Suzette Baumann, 1371 Creekside Drive, approached the Council and stated that they never had used that much water in 20 years of living at this address. She asked why there isn't there an app if they are using a large amount of water to notify residents.

Mayor Bloudek explained that the utility department will notify residents after reading the meters and if they see high usage they contact them to let them know so that they may try to figure out what is causing it.

Fineran pointed out that the high usage happened over a weekend so it isn't being monitored. It is a manual process not automated. Automation may be something to look into in the future.

Mayor Bloudek stated that when the leak is on your property it is your responsibility.

2. Office Cubicle & Office Addition

[2288res_Office_Remodel_res.doc](#)

[2 Standard Product_Design Proposal Template.pdf](#)

[Rak Construction Bid](#)

[Atmosphere City Hall Quote](#)

[Atmosphere Public Services Quote](#)

[KI City Hall Quote](#)

Shane Fineran reminded Council that in October of 2021 staff presented a potential project utilizing American Rescue Plan funds that sought to make improvements to customer counter areas, office work space and cubicle areas that were eligible for the use of these recovery funds. At the time, the direction of the majority of the Council was to not use these funds for this purpose but rather break project components down into smaller pieces and fund through the capital and operating budget.

In 2022 smaller project components identified for office space addition for the new Park Superintendent position, office furniture, and new cubicle set were identified as well as a portion of the new cubicle workspaces for city hall were budgeted for replacement or addition. Currently public services staff are working in a temporary walled office space with salvaged furniture items and new city hall staff are working from cobbled together cubicle space and conference room task tables.

For the office space construction, staff worked through the cooperative purchasing program Sourcewell, which is the format that the city utilized for the senior center buildout. Rak Construction has submitted a bid for addition of a new 10 x 14 office space to include painting, mechanical, and electrical work in the amount of \$24,424.00.

Staff worked with two vendors to provide office furnishings for the new office space and replace two cubicle sets at Public Services and provide 8 new cubicle sets for City Hall. All cubicle sets will allow for matching additions in the future as staff levels demand.

KI submitted a quote of \$61,225.55 for City Hall cubicle spaces only, no office furniture, no chairs or demo and installation.

Atmosphere submitted a quote for \$55,050.02 for cubicle spaces at city hall, public services, office furniture, chairs, including demo and installation.

In the early stages of working with these two vendors it became apparent that KI was not going to be competitive with their pricing in comparison to Atmosphere and thus additional quotes for public services furniture needs or installation were not pursued. Staff is recommending that the furniture and cubicle sets be acquired from Atmosphere for the price noted. Atmosphere representatives have indicated that Steelcase will be pursuing a price increase in mid to late April on the quoted items so it will be the city's advantage to order these items now.

Mayor Bloudek asked if the other departments are sufficient.

Fineran said they should start looking at different departments to know when and what is needed.

Council Member Sorensen asked who is responsible for the disposal of old cubicles.

Fineran responded that they will work with the supplier how to best dispose.

Council Member Leo asked how we chose these vendors.

Fineran explained that they were used on the senior space.

Council Member Waldron stated that in October she was in favor of this improvement. The number 1 priority is residents, and we have to take care of staff and not have to share workspace for good customer service. There has been a need for additional staff members, and they deserve a place to work.

Mayor Bloudek asked if approved what is the time frame? Fineran responded possibly 8 weeks.

Motion by Waldron, seconded by Leo to Adopt Resolution 2022-88, Approving Office Addition and Remodel. **MOTION carried.**

3. [SITE PLAN & DESIGN REVIEW - Darabi Dermatology - submitted by Stephen Paetzel, Mohagen Hansen Architectural Group](#)

[2289res Draft_Resolution__2_Pages_.docx](#)

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

[Site Plan \(13 Pages\).pdf](#)

[Staff Review Comments \(2 Pages\).pdf](#)

Lane Braaten shared that Stephen Paetzel, Mohagen Hansen Architectural Group, has submitted an application for Site Plan and Design Review for the property located at 839 Vista Blvd. The applicant is proposing to construct a new freestanding 6,437 sq. ft. Dermatology Clinic and site improvements in the B-1, Highway Business District.

Braaten briefly reviewed all applicable ordinance provisions. He added that the applicant has also included a Future Addition and other future site improvements. All future improvements shall conform to City Code requirements and the general lot requirements. Any addition/future improvements will require review by the Planning Commission and City Council.

The Planning Commission, at their regular meeting on March 3, 2022, reviewed the pertinent information and recommended approval of the proposed Site Plan & Design Review application via 4-0 vote with 7 conditions.

Dr Darabi spoke to Council saying they are hoping to break ground this year and finish the first part of next year.

Motion by Leo, seconded by Waldron to Adopt Resolution No. 2022-89 approving the Site Plan & Design Review application for the proposed Darabi Dermatology Clinic for the property located at 839 Vista Boulevard

MOTION carried

4. [DESIGN REVIEW - 125 1st Street West](#)

[2290res _Resolution_Approving_Design_Review_for_1251st_St_West.docx](#)

[Location Map.pdf](#)

[Existing Conditions.pdf](#)

[Proposed Improvements.pdf](#)

Lane Braaten shared a rendering of Bode Grays formally the VFW. The applicant, Bia James, on behalf of the property owner JD Rentals LLP, has submitted a Design Review application for the property located at 125 1st Street West. The applicant is proposing to remodel the existing building into a restaurant. The project includes interior improvements and updates to the façade of the building.

Braaten went through the Design Review Analysis and Staff Comments:

1. The proposed improvements appear to conform to the applicable design standards. The City Council should discuss if any of the afore-mentioned standards require revisions to the application.
2. The improvements include painting the brick and the stucco gray, removal of the existing false front, and installation of a horizontal wood siding material. One elevation shows vertical siding which is not allowed in the downtown district, but the applicant has

provided an additional image with horizontal wood siding, and this is the option they are planning for with improvement of the front façade, which conforms to City Code.

3. The improvement also includes additional windows/glazing along the front façade, which is a drastic improvement from the existing condition and the installation of a black or dark bronze awning which is consistent with the entry and architectural details section of the design standards.

4. The proposed signage requires some modification to be compliant with City Code requirements. City Code allows one wall sign per building face not to exceed 10% of said building face. The front façade indicates two signs, which requires revision, as does the east side of the building. The sign details provided appear to be consistent with location, color, etc. The final sign plan shall be reviewed and approved by staff upon submittal of a sign permit application. FINANCIAL IMPLICATIONS: Funding Sources & Uses: ADVISORY BOARD RECOMMENDATIONS: Planning Commission recommendation of approval on March 3, 2022 via 4-0 vote. Budgeted Non Budgeted Amendment Required Budget Information: Planning Commission Parks and Recreation Board Safari Island Advisory Board Other

5. Any recommendation of approval should require the trash enclosure building materials and details to be provided for review and approval prior to work commencing on site. The applicant indicated that the trash enclosure would include the horizontal wood siding included on the front façade.

6. The application does not include any details regarding outdoor equipment. Any future outdoor or rooftop mechanical requires screening.

7. Based on a review of aerial imagery it appears the rear parking lot striping is deteriorating. Some consideration for restriping the parking area should be made to insure the existing parking functions properly.

8. The rear elevation indicates a rear parking lot flood light and an additional light on the east side of the building. The exterior lighting should be the minimum necessary for safety and security. All light fixtures should be shielded or other directed to ensure that light is not directed onto adjacent properties.

9. The plan identifies outdoor seating. If installed the outdoor seating should be consistent with the seating being installed throughout the downtown for consistency in streetscape elements.

The planning Commission, at their regular meeting on March 3, 2022, reviewed the pertinent information and recommended approval of the Design Review application via a 4-0 vote with 9 conditions.

Council Member Sorensen asked about the timeframe.

Greg James answered that they are about a month away from starting construction and hope to open in August.

Motion by Randy Sorensen, seconded by Nicole Waldron Adopt Resolution 2022-90 approving Design Review for the proposed restaurant at 125 1st Street West.

MOTION carried

5. [Sidewalk Cafe License and Encroachment Agreement - Waconia Brewing](#)

[2291res_ Approving Sidewalk Cafe License_Waconia Brewing.docx](#)

[Outdoor Patio Plan.pdf](#)

Lane Braaten stated that the Waconia Brewing Company, consistent with City Ordinance 570, has submitted an application for a Sidewalk Café License. Specifically, the applicant is requesting the use of four parking spaces in front of their location at 255 Main Street West to be used as outdoor patio space. Pre-COVID, and since 2016, the Waconia Brewing Company has received approval to install an outdoor patio space consisting of wood decking. With the limitation of indoor seating as a result of COVID the City allowed what was deemed a temporary outdoor patio space where no decking has been installed and the brewery was allowed to place seating areas directly on the improved parking lot surface.

The applicant has requested to continue to use the outdoor patio space as they have during COVID. They indicated that they did not intend to install the decking, rather they would put up barriers to the existing parking and use the space as they have for the past two years.

City Ordinance states that no license for sidewalk café shall be issued or renewed until “The Council has found that the sidewalk café will not unduly restrict the safe usage of the public sidewalk or municipal parking lot, as applicable, after taking into consideration the location of the proposed sidewalk café, pedestrian traffic and vehicular traffic.”

Lane indicated that City staff is recommending the Council review the proposed outdoor patio space and determine if the proposed use which was intended originally to be temporary, is acceptable. If the patio plan is approved by the Council it will become more of a permanent condition moving forward. It would remain seasonal, but it can be expected that the brewery would no longer be placing decking on the parking lot in the future.

Council Member Sorensen asked if there has been any damage to parking lot. Craig Eldred responded that there has not.

Mayor Bloudek shared that in 2016 there was a lot of hesitation to use the public parking lot for outdoor dining. That is where the decking came in and it makes it safer. The request is proposing to take up a big part of the parking lot. Why do they want to do it?

Dee Delang, 255 West Main Street, indicated that the decking is expensive, and they have to store it as well. They do not plan on using ropes but wood beams to partition it off. Picnic tables have been purchased. It will allow fitting a lot more people. Everyone wants to be outside when it is nice out.

Council Member Waldron thinks that offering this will bring more people to Waconia and other restaurants.

Council Member Leo is 100% behind this. Waconia needs more outdoor dining.

Motion by Leo, seconded by Waldron Adopt Resolution 2022-91 approving the Sidewalk Café License and Encroachment Agreement for Waconia Brewing Company.

MOTION carried

6. [Sandy Shores Preliminary Plat - CONTINUED](#)

[2292res Sandy_Shores_Preliminary_Platform_Resolution.doc](#)

[Sandy Shores Applicant Narrative.pdf](#)

[Sandy Shores Preliminary Plat Information.pdf](#)

Lane Braaten reminded Council that at their regular meeting on December 6, 2021, tabled the consideration of the Sandy Shores Preliminary Plat requesting additional information from the applicant regarding the existing shed structure on the subject parcel.

Staff reached out to Mr. Helstrom and he is proposing to add some screening and keep the shed in its current location. Access would just be off 92 not the development. Legal notices would be provided to future home owners on the developed lots about the shed remaining.

There are 22 recommended conditions of approval. 4-0 vote from planning commission. This would be an addition to what is required for the development with landscaping.

Council had a discussion about the pros and cons of the shed being removed.

Mike Melchert added that he went through subdivision ordinance and there is nothing for removal. If the application is denied it would have to go by design standards and if they don't meet the requirements.

Council Member Sorensen stated that if we don't approve this the shed will still stay. He would like to table to get more information from owner.

Braaten asked what information he would like

Council Member Sorensen responded, drain field issue, screening, what is the shed going to be used for personal or business.

Council Member Leo asked for more info about developing in the future.

Motion by Sorensen, seconded by Waldron Table Resolution 2022-92 approving the proposed Sandy Shores Preliminary Plat Application, which proposes the development of the property located at 7860 Laketown Parkway into 3 single family parcels and one outlot.

MOTION carried

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

9) BOARD REPORTS

Nothing to report

10) ANNOUNCEMENTS

Winter Parking still in effect.

Community Expo coming up. The City will participate and talk to students about local government.

11) RECESS TO CLOSED SESSION

Motion by Waldron, seconded by Leo to Recess to Closed Session.

12) ADJOURN REGULAR MEETING

Motion by Sorensen, seconded by Leo to adjourn the meeting at 8:15 p.m. **MOTION carried.**

Work Session: Metronet Update, Lead Service Line Update

UPCOMING CALENDAR OF EVENTS/MEETINGS:City Council - April 4Planning Commission - April 7Community Expo - April 9

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		March 28, 2022 Special City Council Meeting Minutes					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve March 28, 2022 Special City Council Meeting Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Special Meeting Minutes 3-28-22.docx							
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
MARCH 28, 2022**

1) CALL MEETING TO ORDER AND ROLL CALL

Pursuant to due call an notice thereof, the special meeting of the City Council of the City of Waconia was called to order by Mayor Bloudek at 8:00 a.m. The following members were present: Kent Bloudek, Nicole Waldron, Carl Pierson

Staff Present: Mike Melchert, Ann Meyerhoff

2) PLEDGE OF ALLEGIANCE

3) ADOPT AGENDA

Motion by Waldron , seconded by Pierson

MOTION carried

4) COUNCIL BUSINESS

4.1 Amendment to Precinct Descriptions

[2293res Polling Places Precincts Amendment \(Draft 03-23-2022\) \(002\).doc](#)

Mike Melchert explained that on March 7th precinct changes was adopted. The County asked for a revised resolution with no corrections to the map just the resolution. Deadline for approval is March 29th. That is the reason for special meeting. A draft resolution has already been sent to the county for their review.

Motion by Pierson, seconded by Waldron to Adopt Resolution 2022-93, Amending the description of precincts and polling places.

MOTION carried

5) ADJOURN REGULAR MEETING

Motion by Waldron, seconded by Pierson to adjourn the special meeting at 8:05 a.m.

MOTION carried

Kent Bloudek, Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		April 4, 2022 Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Payment of April 4, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 04.04.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

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

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: April 4, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
API GARAGE DOOR INC.	Old PW Door Repair	\$230.00	Central Facilities
BARTLEY SALES COMPANY, INC	War Memorial Flagpole	\$2,394.00	Parks
BERGO ENVIROMENTAL, INC	Goetz Property Asbestos Test	\$600.00	Water Utility Fund
BKV GROUP	Fire Station Project-Architect	\$32,000.00	PIR Fund
BOYD'S OIL DISTRIBUTING	Fuel Additives	\$3,977.24	Streets
CARVER COUNTY	Internet Services 03.2022	\$30.00	Bill Back Receivable
CARVER COUNTY	Internet Services 03.2022	\$204.25	Central Facilities
CARVER COUNTY	Internet Services 03.2022	\$110.25	Safari Island Fund
CARVER COUNTY	Internet Services 03.2022	\$23.50	Water Utility Fund
CARVER COUNTY	Internet Services 03.2022	\$23.50	Sewer Utility Fund
CARVER COUNTY	Internet Services 03.2022	\$75.00	Storm Water Fund
CARVER COUNTY	Internet Services 03.2022	\$98.50	Ice Arena
CCP NI MASTER TENANT 4, LLC	Solar Electric 02.2022	\$871.71	Central Facilities
CCP NI MASTER TENANT 4, LLC	Solar Electric 02.2022	\$18.11	Water Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 02.2022	\$833.67	Sewer Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 02.2022	\$404.08	Street Light Utility Fund
C-D PRODUCTS, INC.	Light Pole Banners	\$5,220.00	Streets
C-D PRODUCTS, INC.	Park Board Name Plate	\$24.00	Parks
C-D PRODUCTS, INC.	Civil War Cannon Sign	\$3,235.00	PIR Fund
CITY OF SHAKOPEE	2022 Annual Dues	\$2,100.00	Law Enforcement
EBERT INC.	Everson's New Storage Shed	\$52,699.35	PIR Fund
EHLERS & ASSOCIATES, INC.	TIF District 5 Establishment	\$4,750.00	TIF #5 Olive Street Development
EVOQUA WATER TECHNOLOGIES LLC	LS Bioxide Treatment 284/SE/L5	\$11,027.50	Sewer Utility Fund
FLOWPOINT ENVIRONMENTAL SYSTEMS INC	Water General Licenses	\$500.00	Technology
GOPHER SIGN COMPANY	Street Sign Brackets	\$2,664.26	Streets
HENNING EXCAVATING LLC	Contaminated Soil Work - EFR	\$56,898.00	PIR Fund
HENNING EXCAVATING LLC	Watermain Break Repair 2nd Street	\$2,975.00	Water Utility Fund
HENNING EXCAVATING LLC	Water Supplies - Sand/Rock	\$938.00	Water Utility Fund
HENNING EXCAVATING LLC	Repair Sewer Line 341 W 1st Street	\$2,975.00	Sewer Utility Fund
HENNING EXCAVATING LLC	Sewer Line Repair Main Street	\$6,065.00	Sewer Utility Fund
HOLTON ELECTRIC CONTRACTORS LLC	Utility Fuses	\$65.19	Water Utility Fund
HORIZON COMMERCIAL POOL SUPPLY	Spa Boiler Repair	\$10,799.86	Safari Island Fund
ICON ENTERPRISES, INC.	Annual Website/Audio Eye	\$10,977.96	PEG Fund
JOHNSON CONTROLS FIRE PROTECTION	Account Overpayment Credit	-\$0.10	Central Facilities
JOHNSON CONTROLS FIRE PROTECTION	PW Extinguisher Inspection & Report	\$959.00	Central Facilities
MARCO TECHNOLOGIES, LLC	Azure Subscript. 2.16-3.15.22	\$37.67	Technology
MARCO TECHNOLOGIES, LLC	Cisco Insights 3.16-4.15.22	\$210.00	Technology
METROPOLITAN COUNCIL	Industrial Capacity Charge	\$408.88	Sewer Utility Fund
METROPOLITAN COUNCIL	Sewer Strength Charge	\$5,419.44	Sewer Utility Fund
NATIONAL FIRE SAFETY COUNCIL	Waconia Business Donations	\$360.00	Fire
NCPERS GROUP LIFE INS.	Premiums 04.2022	\$64.00	Payroll Liabilities
NORDIC MECHANICAL SERVICES	L52 HVAC Repair	\$1,028.12	Sewer Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: April 4, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
OEM SERVICE CO LLC	Irrigation Boxes for Reuse	\$1,728.27	Storm Water Fund
PATCHIN MESSNER VALUATION COUNSELORS	Appraisal 24 2nd Street West	\$2,000.00	Administration
PATCHIN MESSNER VALUATION COUNSELORS	2022 Recon Project	\$8,040.00	PIR Fund
PROVISION MEDIA INC.	Council Chambers Mic/Input	\$2,105.00	PEG Fund
PROVISION MEDIA INC.	Granicus Integration	\$360.00	PEG Fund
SCHWAB VOLLHABER LUBRATT SERVICE CORP	Dectron Fan Motor Repair	\$3,760.00	Safari Island Fund
SHI INTERNATIONAL CORP.	Dell Laptops (2)	\$2,092.00	Technology
WATER CONSERVATION SERVICE, INC.	Leak Locates 03.2022	\$393.72	Water Utility Fund
XYLEM WATER SOLUTIONS USA, INC	Waterford Reuse Project	\$12,100.00	Storm Water Fund
Grand Total		\$256,873.93	

The above bills have been approved for payment at the regular City Council Meeting on April 4, 2022.

Authorized and ordered for payment:

Mayor

City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022			
Item Name:		Contractor Pay Request #5 - Everson New Storage Shed			
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 Pay Estimate No. 5 to Ebert Construction for the Everson New Storage Shed					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
Staff has reviewed the contractor pay request for the Everson New Storage Shed and recommends payment of \$52,699.35 based on the architect request for payment. This payment represents approximately 66.0% of the total approved contract for the project.					
Attachments:					
1. Payment Application #05.pdf					
FINANCIAL IMPLICATIONS:			ADVISORY BOARD RECOMMENDATIONS:		
Funding Sources & Uses: PIR Capital					
Budget Information:			Planning Commission		
☒ Budgeted			Parks and Recreation Board		
☐ Non Budgeted			Safari Island Advisory Board		
☐ Amendment Required			Other		

AIA Document G702™ – 1992

24

Application and Certificate for Payment

TO OWNER: City of Waconia 201 South Vine Street Waconia, MN 55387	PROJECT: Everson New Storage Shed 121 Highway 5 East Waconia, MN 55387	APPLICATION NO: 5 PERIOD TO: 3/31/2022 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 6513 / /	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Ebert Construction 23350 County Road 10 Corcoran, MN 55357	VIA ARCHITECT: Kaeding Architects LLC		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 384,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 25,681.67
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 409,681.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 273,982.53
5. RETAINAGE:	
a. 5.00 % of Completed Work (Columns D + E on G703)	\$ 13,699.13
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 13,699.13
6. TOTAL EARNED LESS RETAINAGE	\$ 260,283.40
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 207,584.05
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 52,699.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 149,398.27

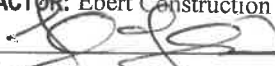
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	23,359.53	\$
Total approved this month	\$	2,322.14	\$
TOTAL	\$	25,681.67	\$
NET CHANGES by Change Order	\$	25,681.67	\$

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ebert Construction

By: 

Date: 3/25/22

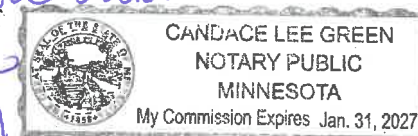
State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 25th day of March 2022

Notary Public: Candace Lee Green

My commission expires: 1-31-2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Kaeding Architects LLC

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
 APPLICATION DATE: 3/25/2022
 PERIOD TO: 3/31/2022
 ARCHITECT'S PROJECT NO: 6513

ARCHITECT'S PROJECT NO: 15									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	General Conditions	36,600.00	18,300.00	9,150.00		27,450.00	75.00	9,150.00	1,372.50
02	Bond, Insurance	5,500.00	5,500.00			5,500.00	100.00		275.00
03	Excavation, Shed	13,000.00	13,000.00			13,000.00	100.00		650.00
04	Footings and Foundation, Shed	55,000.00	55,000.00			55,000.00	100.00		2,750.00
05	Rough Carpentry Material, Shed	22,000.00	22,000.00			22,000.00	100.00		1,100.00
06	Rough Carpentry Labor, Shed	35,120.00	35,120.00			35,120.00	100.00		1,756.00
07	Roofing, Shed	10,250.00	10,250.00			10,250.00	100.00		512.50
08	Siding, Shed	21,200.00	13,780.00	7,420.00		21,200.00	100.00		1,060.00
09	HM Doors/Frames, OHD's, Winc	10,200.00	4,000.00			4,000.00	39.22	6,200.00	200.00
10	Painting, Shed	1,075.00						1,075.00	
11	Plumbing, Shed	6,200.00	6,200.00			6,200.00	100.00		310.00
12	Excavation, Canopy	5,500.00	5,500.00			5,500.00	100.00		275.00
13	Footings, Canopy	6,500.00	6,500.00			6,500.00	100.00		325.00
14	Structural Steel	15,500.00		15,500.00		15,500.00	100.00		775.00
15	Rough Carpentry (MATL), Canop	19,800.00		19,800.00		19,800.00	100.00		990.00
16	Rough Carpentry Labor, Canopy	36,030.00		3,603.00		3,603.00	10.00	32,427.00	180.15
17	Siding, Canopy	47,250.00						47,250.00	
18	Roofing, Canopy	34,000.00						34,000.00	
19	Painting, Canopy	1,075.00						1,075.00	
20	Plumbing, Canopy	2,200.00						2,200.00	
21	GC01 Exp Jt and Vapor Barrier	1,531.20	1,531.20			1,531.20	100.00		76.56
22	GC02 Foundation Winter Condn	3,772.00	3,772.00			3,772.00	100.00		188.60
23	Winter Conditions - Shed Slabs	14,173.52	14,173.52			14,173.52	100.00		708.68
24	Change Order GC05	294.69	294.69			294.69	100.00		14.73
25	GC06 Canopy Winter Costs	3,588.12	3,588.12			3,588.12	100.00		179.41
	GRAND TOTAL								

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Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 3/25/2022
PERIOD TO: 3/31/2022
ARCHITECT'S PROJECT NO: 6513

ARCHITECT'S PROJECT NO. 15

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
26	CO 7 - Insulated OHD's	2,322.14						2,322.14	
	GRAND TOTAL	409,681.67	218,509.53	55,473.00		273,982.53	66.88	135,699.14	13,699.13

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Use of streets Lola's Annual Lake Waconia Half Marathon Event					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to authorize use of streets/trails for Lola's Lake Waconia Half Marathon							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Podium Sports Marketing would like to request the following items for the Lola's Lake Waconia Half Marathon scheduled for Friday and Saturday, June 4, 2022: 1. Use of streets in the City (see attached maps of the Half Marathon route, 10 mile route, and the 5K route. (See attached maps) 2. Waiver of park rental fees for (excludes police fees) both Saturday, June 4th 2022. Must be picked-up and vacated from the park by 1:00 p.m. 3. Use of the streets for the Half Marathon, the 10 mile, and the 5K. Reserves and or officers must be at every intersection where runner/walker traffic crosses any and every road for safety reasons. Volunteers will be at the rest of the intersections and not managing vehicular traffic control. 4. For the safety of the runners and car owners that there is No Parking from 6am to 11am on the following streets: a. All around City Park on Main, Pine, W 1st St and Spruce (should be both sides if at all possible). b. On Main St from Pine to Spruce on both sides of the street c. On Main St from Spruce to Orange on the North or "lake side" 5. For the safety of the runners, residents and vehicular traffic, that on all the streets for the 5K (see attached map) that Police Officers or Reserves are stationed at all intersections where runners cross the road(s) that vehicular traffic is stopped when runners are coming through. When the race starts, a Reserve or Officer should be at every crossing thus we and the City of Waconia are covered, liability wise. We will provide volunteers at all the other intersections on the 5K (and Half Marathon & 10 mile) routes. 6. Given our 5K is dog friendly, we request for the City Park allow dogs in the park for race day (and given we have packet pick up in City Park on Friday, that dogs would be allowed in). Most all dog owners who have done any of our dog events are aware that they are in charge and responsible for the front and rear ends of their dog. Most, if not all, carry disposal bags for this purpose and as well, properly dispose of them. This event will function very similar to previous years. Staff recommends approval. Attachments: 1. City of Waconia Special Use Permit.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							

Budget Information: Budgeted X Non Budgeted Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	



Date Submitted: January 11, 2022

Event Name: Lola's Lake Waconia Half Marathon - 11th Annual

Distances: Half Marathon, 10 Mile & 5K and Kid's Run (2/3rd mile total and an out-and-back)

Location: Start and Finish at Waconia's City Square Park. See attached route maps for each event (Half Marathon, 10 Mile, 5K, and Kids Run). For the main event (the half marathon), miles 4.5 to just before mile 11 impact areas outside the city limits.

Date requested: Our goal is to produce it on Saturday, June 4, 2022

Event timeline:

- 5:00 AM to 2:00 PM: Early and late times is simply set-up and tear-down, predominantly in Waconia's City Square Park
- 5:30 AM to 6:15 AM: Staff and some volunteers arrive at City Square Park
- 6:40 AM: Runners begin to arrive at City Square Park
- 7:10 AM: First call for half marathoners and 10 milers to line up for the start on Main St. adjacent to the cannon at City Square Park
- 7:06-7:16 AM: Introductions, additional calls to line up, announcements, etc.
- 7:17 AM: National Anthem
- 7:20 AM: Start of the 10 Mile
- 7:30 AM: Start of the Half Marathon
- 7:35 AM: Call to 5K runners to line up at start
- 7:45 AM: 5K Run starts
- 7:48 AM: 5K Walk starts
- 7:50 AM: First half marathoner near or getting onto Co Rd 30/155 and heading north to Regional Trail inside shoulder against vehicular traffic on far west side of road
- 8:00 AM: Fastest 5K runner at or near finish line
- 8:05 AM: Fastest half marathoner at or near mile 7 and on the Regional Trail
- 8:15 AM: Fastest 10 mile runner nearing finish line
- 8:15 AM: Fastest half marathoner at Co Rd 10 (running inside white line against vehicular traffic on far East side of road). Most 5K runners finished, some walkers still going
- 8:30 AM: Fastest half marathon runner at or near finish line
- 10:00 AM: Bulk of the slower half marathon runners on or near Co Rd 10
- 10:30 AM: The slower runners/walkers should be off Co Rd 10 and on Waconia Pkwy & back in the City of Waconia & finish at City Square Park
- 11:00 AM: Very slowest joggers/walkers finish

Coordinators: Mike Cofrin (612) 965-3278 and L iz Danley (763) 443-4000 of Podium Sports Marketing

Activities Planned: Half Marathon run, 10 mile run, 5K run, 5K walk and Kid's run. Finish line will have bananas, salted nut rolls, and water for all participants. Lola's Lake House Restaurant will host post-race food & beverage along with live music.

Please note that we plan to establish a perimeter around Lola's and monitor to ensure that people do not leave the area with drinks.

Dates of contact with various townships: Podium is in the process of seeking approvals from:

- Carver County
- City of Waconia
- Laketown Township
- Waconia Township

Adverse effect on the environment, etc: All materials at the two water / aid stations (one on one side of the Regional Trail and off the paved path and the other on North Shore Road east of Co Rd 10) will be completely cleaned up post event. Our aim is to have it cleaner than when we arrived. Aid stations include – 5 tables to hold water or energy drinks in cups, trash and recycling bins, gallon jugs of water. A portable toilet will be delivered at both sites on race morning and picked up after the race on race day.

Proof of insurance:

Liz Danley in our office will forward this to you.

Proof of contract for waste disposal services from a licensed waste hauler: Podium has a contract with TVG Events for all our Podium events and has scheduled them to drop & pick up 3 x 4 yd refuse containers that will be dropped at Lola's Lakehouse. Recycling will be separated and disposed of accordingly.

Proof of contract with sanitation facilities:

Forthcoming

Proof of law enforcement services contract:

Forthcoming

Copy of township notification:

Approved written notice will be mailed to Laketown Township residents immediately after addresses provided by Carver County Land Management are sent to us.

Copy of signage and lighting plan: No lights will be used as the event is during daylight hours. Signage: Arrow signs will be placed just prior to every turn for the runners. Throughout the city of Waconia for the 5K portion and for the county:

1. Right arrow before Co Rd 30 as they come off the path from the event center and is north of Hwy 5
2. Large diamond shaped orange w/black trim and bold lettering Hwy sign provided by Warning Lites set up south of Island View Rd for northbound traffic for a week prior to the race + race day warning that says (will be set up Friday, May 24):

**EXPECT
DELAYS
FOR EVENT
SAT, JUNE 4
7:00 AM-NOON**

3. Cone signs inside white line along Co Rd 30/155 (about 6 total) that say: RUN INSIDE WHITE LINE or RUN ON SHOULDER up to Regional Trail

4. Left arrow just before Regional trail and another at the trail to keep people from running straight up 155
5. Same large diamond shaped sign for southbound traffic on 155/30 set up north of the Regional trail for pre + during race warning
6. Left arrow just before they turn off the trail and onto North Shore Rd
7. A straight arrow just past their turn onto North Shore Rd
8. North of North Shore Road on Cty Rd 10 the same large diamond shaped sign for southbound traffic on 10 for pre + during race warning
9. Left arrow at North Shore Rd to turn onto (shoulder) of Cty Rd 10
10. Cones signs same as #3 above (keep runners inside shoulder)
11. Right arrow sign just before Waconia Pkwy N
12. South of Waconia Pkwy N for north bound traffic the same large diamond shaped sign for northbound traffic on 10 to warn traffic both pre + during race of event
13. All other signs are within City of Waconia

Emergency access required throughout the event: All Podium events allow emergency the right of way.

Proof of appropriate road authority grants permit approval:

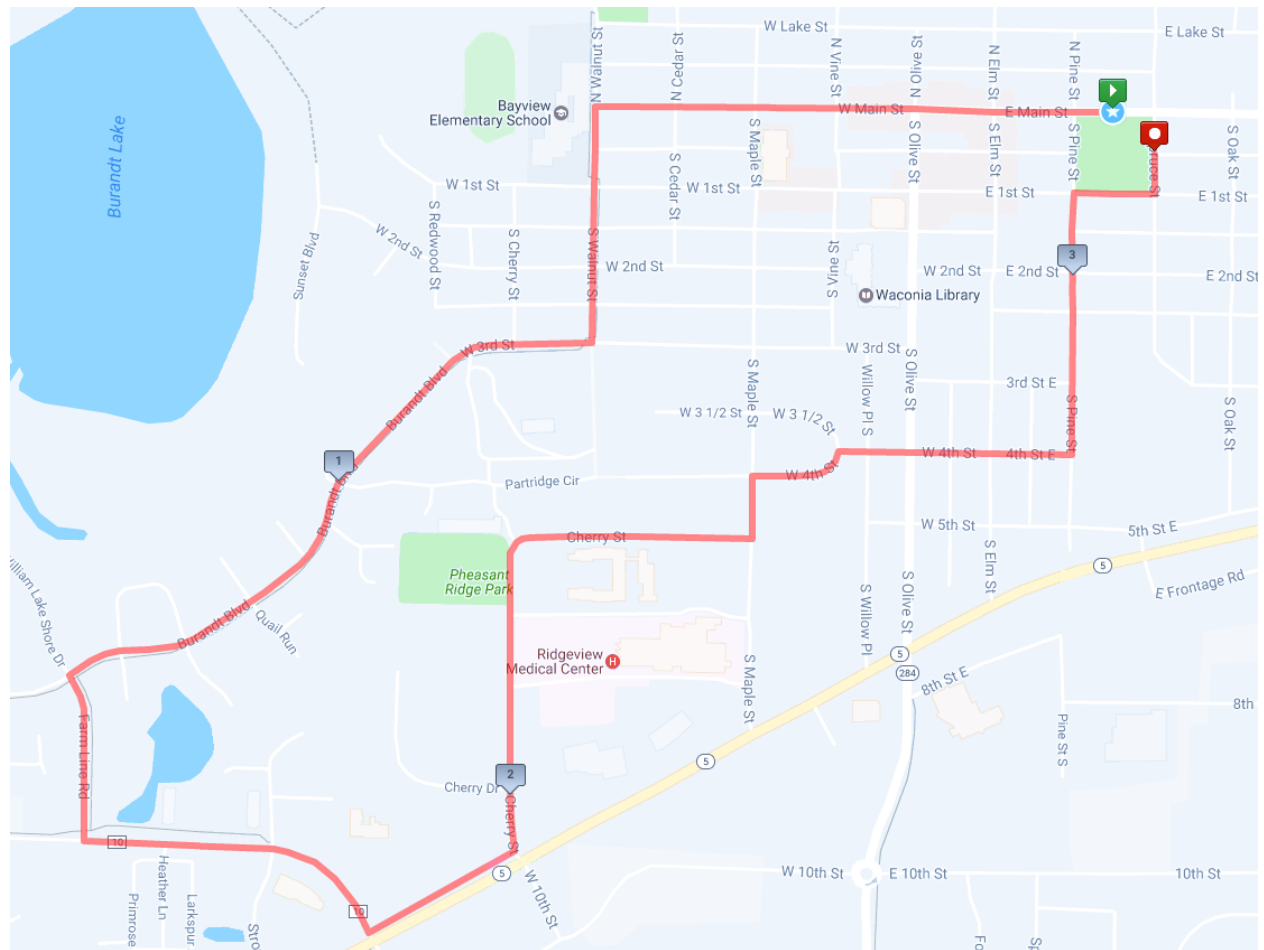
We are in the process of submitting the Law Enforcement Services Agreement with the Carver County Sheriff's office.

Contact personnel:

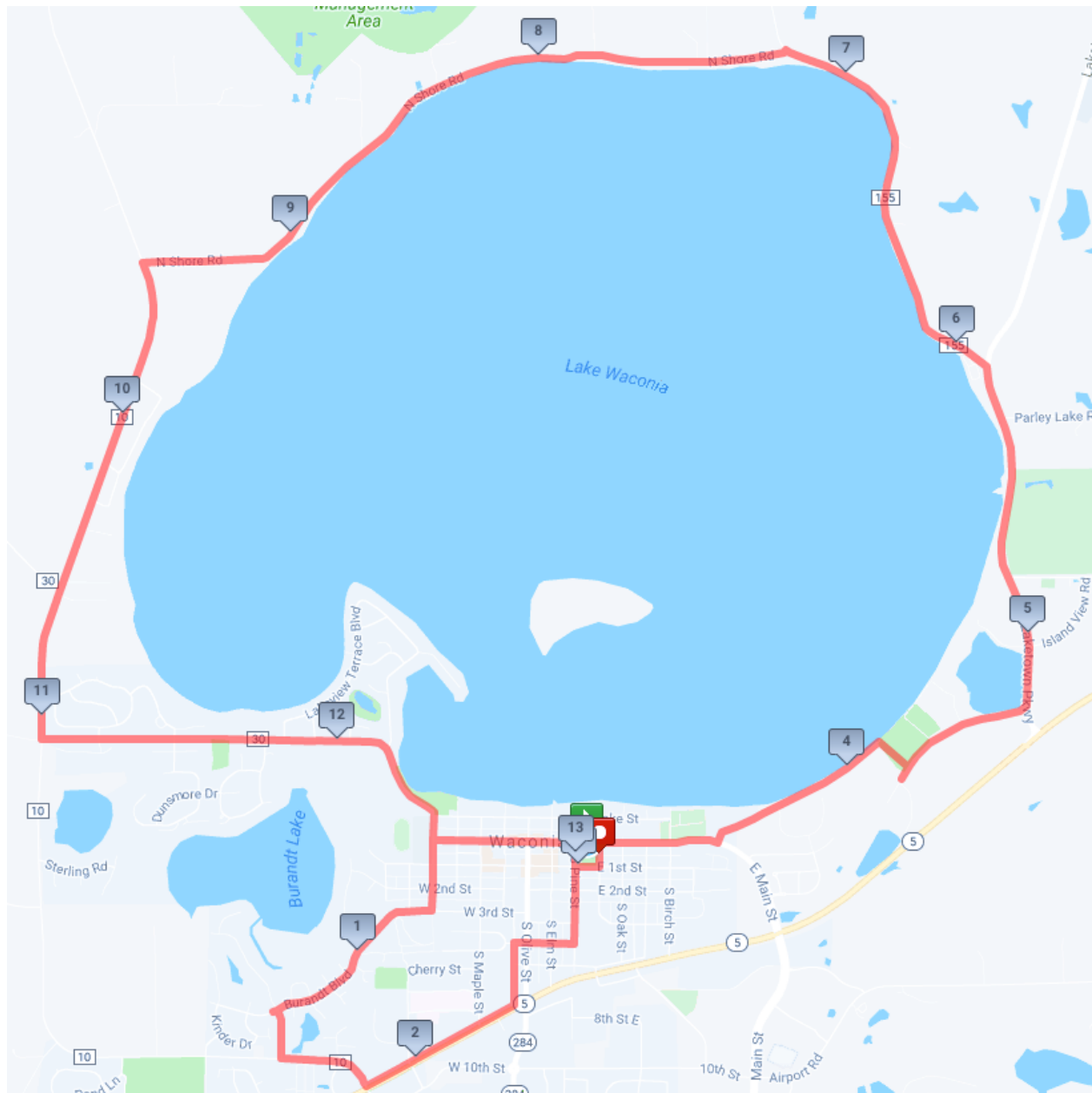
Liz Danley: (763) 443-4000

Mike Cofrin: (612) 965-3278

5K Route (**The Half Marathon completes this section *before* heading around the lake.**)



Half Marathon / 10 Mile Route (10 mile *does not* complete the “downtown” section.**)**





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Approve Temporary Liquor License for Lions Club					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-94 Approving Temporary On-Sale Liquor License Applications for Lions Club							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from Waconia Lions Club for an event to be held on June 17, 2022. Sale and consumption of alcoholic beverage will be limited to the Parking Lot at Hometown Bank. Staff recommends approval of this request. <u>Attachments:</u> 1. 2294res Temp On Sale Waconia Lions.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-94**

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

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Lions Club for an event to held on June 17, 2022 at 641 Marketplace, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Parking Lot at Hometown Bank.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Waconia Lions Club on June 17, 2022, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Sorensen	_____
S/ _____	Pierson	_____
	Waldron	_____
	Leo	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Application to Conduct Off-Site Gambling - Waconia Lions					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2022-95, Approving Application to Conduct Off-Site Gambling for Waconia Lions							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia Lions has submitted an application for Off-Site Gambling to conduct a raffle at Carver County Fairgrounds, 501 West Third Street, Waconia on April 30, 2022.							
Attachments:							
1. 2295res Waconia Lions gambling.doc							
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. 2022-95**

**A RESOLUTION APPROVING APPLICATION TO CONDUCT OFF-SITE GAMBLING
WACONIA LIONS**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an Application to Conduct Off-Site Gambling from the Waconia Lions; and

WHEREAS, The Waconia Lions has requested this application in order to conduct a Raffle at Carver County Fairgrounds, 501 West Third Street, Waconia, Minnesota on Saturday, April 30, 2022 as stated on the application for said exemption: and

WHEREAS, The City Council of the City of Waconia has no objection to the said application.

NOW, THEREFORE, BE IT RESOLVED That the City Clerk is hereby instructed to provide a copy of this Resolution to be included with the permit application to the Department of Gaming, Gambling Control Division, State of Minnesota.

Adopted by the City Council of the City of Waconia this 4th day of April 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/_____	Bloudek	_____
	Pierson	_____
S/_____	Leo	_____
	Waldron	_____
	Sorensen	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Resolution of Support for Laketown Township State Bonding Request					
Originating Department:		Administration					
Presented by:		Craig Eldred					
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 2022-96, Supporting State Bonding Request by Laketown Township for the "201" System Feasibility Study							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Laketown Township owns and operates sanitary sewer systems that were built in the 1980s to protect Bavaria, Pierson, and Reitz Lake from failing septic systems and improve water quality. The system that serves some of the property surrounding Reitz Lake is part of the city's future growth area. Laketown Township is asking for a resolution of support from adjacent cities that will ultimately annex these areas. Laketown Township has been working with area legislators to make a state bonding request to help fund the completion of a feasibility study that will evaluate these systems and identify deficiencies, preliminary design for pipe alignments, lift stations, and force mains, and decommissioning of existing systems. Part of the feasibility study will also plan for future connection to municipal systems in the cities of Waconia, Chaska, and Victoria. It historically has been the position of the city that properties served by the township sanitary sewer systems would only be annexed if the systems were in good working condition and that annexation of these properties would not cause a burden on the City of Waconia. Over the past few years Laketown Township has taken a pro-active position on the necessary maintenance of these systems and have invested in the maintenance and up keep of various components. Staff view the feasibility study and approach of Laketown Township in managing their infrastructure as a positive and recommend support of their state bonding request.							
Attachments:							
1. 2296res_Laketown_Bonding_request.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-96**

**Resolution of Support for State Bonding Request by Laketown Township for the “201”
System Feasibility Study**

WHEREAS, Laketown Township owns and operates a sanitary sewer system utilizing a series of mounds, sand filters, and grey water sewage collector systems to improve and protect the water quality of Reitz Lake; and

WHEREAS, the properties that these systems serve is identified as future growth area of the City of Waconia and is memorialized by an orderly annexation agreement between the township and the city; and

WHEREAS, Laketown Township would like to better understand and determine how to best replace these systems with sanitary sewer; and

WHEREAS, Laketown Township is requesting funds to be appropriated for the study in the upcoming State bonding bill;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Waconia, hereby supports the state bonding request by Laketown Township to complete the “201” feasibility study.

Adopted by the Waconia City Council this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/_____	Bloudek	_____
	Pierson	_____
S/_____	Leo	_____
	Sorensen	_____
	Waldron	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 4, 2022
Item Name:	Consideration Compost Quotes
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	None
Item Type (X only one):	☐ Consent ☒ X ☐ Regular Session ☐ Discussion Session

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

Adopt Resolution 2022-97, Approval of Compost Quote From Pine Products for 2022 Compost

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

Annually, the City Council awards compost collection agreements for efforts to reduce landfill waste and impacts to the many water resource areas of the community from illegal dumping. These efforts are supported with grant funding from Carver County Environmental Services. New to the grant application is the City's intent to add recycling in several Parks to reduce waste loads.

In addition staff were to make efforts to obtain three prices for composting services. Staff did its due diligence in connecting with three local compost collecting service companies as provided below.

Collection Agency	Price Structure & Comment
Pine Products, Waconia , MN	\$325.00 Per-Container Picked Up
Creekside Soils, Hutchinson, MN	No Pick-up, Does Take Delivery for Costs
SMSC Organics Recycling, Prior Lake, MN	No Pick-up, Plans for Future Pick-up

Council will find the price provided by Pine Products and correspondence with Creekside Soils and SMSC Organics Recycling.

Staff recommends award to Pine Products based upon their bid price and availability to collect the material through use of their containers.

Attachments:

1. [2297res Award_of_2022_Compost__Resolution.doc](#)
2. [Pine Products 2022 Bid.pdf](#)
3. [Creekside email on Proposal.pdf](#)
4. [SMSC email on Proposal.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Street Department Operations & Grant Funds

ADVISORY BOARD RECOMMENDATIONS:

Budget Information:	Planning Commission	
☒ Budgeted	Parks and Recreation Board	
☐ Non Budgeted	Safari Island Advisory Board	
☐ Amendment Required	Other	



**CITY OF WACONIA
RESOLUTION NO. 2022-97**

RESOLUTION AUTHORIZING APPROVAL OF 2022 COMPOST COLLECTION SERVICES

WHEREAS, one of the City’s Priorities is to “Protecting the Quality of our Land, Air, Trees, Natural Space, Water and Lakes”; and

WHEREAS, the City operates a compost collection site throughout the spring, summer, and fall seasons; and

WHEREAS, the City received quotes and email comments for compost collection services from licensed haulers; and

WHEREAS, Pine Products provided the lowest cost alternative for 2022.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of 2022 compost collection services to Pine Products of Waconia, Minnesota.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/	_____	Bloudek	_____
		Pierson	_____
S/	_____	Leo	_____
		Waldron	_____
		Sorensen	_____



**City of Waconia
Compost Collection**

DELIVERY OF ROLL-OFF AND DISPOSAL OF COMPOST MATERIALS:

All materials, including lawn and garden waste and brush, will be deposited in the same roll-off:

20 Yard Container _____

30 Yard Container _____

Larger than 40 Yard Container 40 yards - 325/Box
Size and Price

Notification time required for additional containers 1-2 Days

Containers must be delivered to (Waconia Public Services, 310 E. 10th Street, Waconia, MN) by 3:00 p.m. when requested by Public Service Department Staff.

Pine Products Inc
Company Name

Ben Dobbie 3-25-22
Signature Date

Address 11780 County Road 32

Waconia MN 55360

Phone: 952-442-5908

Accepted by:
CITY OF WACONIA

Public Services Director Date

The City of Waconia reserves the right to reject any and all quotes and to accept the quote it feels in the best interest of the community, not necessarily the low quote.

CITY OF WACONIA, 201 SOUTH VINE STREET, WACONIA, MN 55387
PHONE: (952) 442-2184 FAX: (952) 442-2135

Craig Eldred

From: Andy Kosek <AKosek@creeksidesoils.com>
Sent: Tuesday, March 22, 2022 8:34 AM
To: Craig Eldred
Subject: RE: Compost Pricing Waconia

Good morning, Craig-

Creekside Soils has migrated away from providing collection/hauling services and is rather focusing on the processing of received materials. Long of the short, we will not be submitting a quote for the collection of Waconia's Compost materials for 2022.

Should you have an interested hauler with no disposal site, we will happily accept the materials for a nominal tip fee, have the hauler contact us directly for that fee.

Regards,

Andy Kosek
CreekSide Soils Manager
City of Hutchinson, MN
p:320-587-6762 | f:320-234-5649
www.creeksidesoils.com



 Think Green - please do not print this email unless necessary

From: Craig Eldred <celdred@waconia.org>
Sent: Friday, March 18, 2022 12:45 PM
To: Andy Kosek <AKosek@creeksidesoils.com>
Subject: Compost Pricing Waconia

EXTERNAL EMAIL ALERT: This message originated from outside the City of Hutchinson email system. Unless you recognize the sender and know the content, **DO NOT** click links or open attachments.

Andy,
Hope things are well with you!

I'm reaching out to obtain a required three quotes for our compost collection services for 2022.
I'm requesting items to be returned to my attention by March 28th for April 4th City Council Consideration.

If you have any questions, feel free to reach out to me.

Thanks,

Craig Eldred
Public Services Director

Craig Eldred

From: Al Friedges (TO) <Al.Friedges@ShakopeeDakota.org>
Sent: Monday, March 21, 2022 11:15 AM
To: Craig Eldred
Cc: Dustin Montey (TO)
Subject: FW: Compost Collection Waconia
Attachments: Waconia Compost RFP QUOTE FORM.doc; Sanitation application Waconia.doc; Lic. Applicant Information.doc; Cert. of Compliance MN Workers' Compensatin Law.pdf

Craig
Yes, all is going well.
Unfortunately at this time we do not offer a dumpster service – however, we anticipate offering this service in the next 12 – 18 months.
We have 50/50 stored in our hoop building so are good to go.
Craig, it's great doing business with you, please reach out if we can help in any way.
Thank you,
Al



AL FRIEDGES
Biomass Processing Manager • SMSC Organics Recycling
Shakopee Mdewakanton Sioux Community
d: 952.233.9192 | c: 952.210.7918
SMSCorF.com
Al.Friedges@shakopeedakota.org

The Shakopee Mdewakanton Sioux Community is a federally recognized, sovereign Indian tribe located southwest of Minneapolis/St. Paul. With a focus on being a good neighbor, good steward of the earth, and good employer, the SMSC is committed to charitable donations, community partnerships, a healthy environment, and a strong economy.

From: Craig Eldred <celdred@waconia.org>
Sent: Friday, March 18, 2022 12:48 PM
To: Al Friedges (TO) <Al.Friedges@ShakopeeDakota.org>; Dustin Montey (TO) <Dustin.Montey@ShakopeeDakota.org>
Subject: Compost Collection Waconia

This message came from **outside the organization**. Do Not click on links, open attachments or respond unless you know the content is safe.

Al and Dustin,
Hope this finds both of you well!

I'm required to obtain three quotes for composting services for calendar year 2022.
It is my hope to have pricing returned to my attention by March 28th for April 4th City Council Consideration.

If you have any questions, feel free to contact me directly.

Lastly, How are you sitting on 50/50 topsoil?

Thanks,



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Authorize Execution of Agreement					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		December 20, 2021; Authorize Staff to Execute KCI Conservation Proposal for World War I Memorial Restoration					
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 2022-98, Authorize Staff to Execute KCI Conservation Proposal for Civil War Cannon & Cannon Ball Memorial Restoration							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As Council Members are aware the City is working cooperatively with the Legion on restoration of the World War I Memorial in City Square Park. Similar to this effort the Legion has continued to raise funds and recently were awarded a grant to support such improvements from the Fiscal Year 22 Arts and Cultural Heritage Fund Veterans Memorial Grant. At present time, the Legion provided enough funds to initiate the execution of the Civil War Cannon and Cannon Ball restoration guided for completion in 2023. Allowing execution of the agreement places the restoration items on KCI's schedule for Winter and Spring of 2023. Staff have met with Legion and KCI staff, and determined a site for the Civil War Cannon & Cannon Ball placement in conjunction with the Civil War Monument when it is funded and established for restoration. Staff recommend approval of this request. It our desire to remove the Civil War Cannon and Cannon Balls in advance of the World War I Memorial dedication in May of 2022. <u>Attachments:</u> 1. 2298res Civil_War_Cannon_Proposal_Execution_Res.doc 2. Waconia-Cannon-Final-12-21 Update.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Grants, Donations & Park Contract Services							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-98**

**RESOLUTION AUTHORIZING APPROVAL OF STAFF TO EXECUTE KCI CONSERVATOIN
PROPOSAL FOR CIVIL WAR CANNON & CANNON BALL MEMORIAL RESTORATION**

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

WHEREAS, the Park Board and Council reviewed items provided by the Legion on restoration of War Memorial Statues and Cannon within City Square Park; and

WHEREAS, focus of the Legion is the existing Civil War Cannon and Cannon Balls which can be initiated due to the availability of funding; and

WHEREAS, staff and the Legion desire to executed the KCI Conservation proposal to meet the Memorial Day, 2023 outcome for this phase of programmed improvements.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of staff to executed KCI Conservation proposal for the Civil War Cannon & Cannon Ball Memorial restoration.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Waldron	_____
	Sorensen	_____



KCI Conservation - Sculpture & Object Conservators
3829 39th Avenue South - Minneapolis, MN 55406 - 612.564.3176

CONDITION ASSESSMENT & TREATMENT PROPOSAL

Client Name: City of Waconia

Contact Info: Craig Eldred, Public Services Director
201 South Vine Street
Waconia, MN 55387
952-442-4265

Object/Title: Civil War Cannon and Cannon Balls

Object Date: 1860-1865; placed in City Park 1896; limestone plaques added 1929; restored in 1995

Materials: cast iron, wood

HISTORY:

The monument consists of a civil war cannon and two pyramids of 18 cannonballs. The cannon and cannonballs are cast iron. The cannon is on a wooden cart with steel wheels. None of the wood is original, it was replaced with oak in 1995 during a restoration effort. Neither the cannon nor the cannonballs likely would have been painted during their useful life, but would have been patinated black. Black paint and gold lettering were added in the 1995 restoration. Since 1995, white-painted aluminum stanchions with light duty chain have been placed around the monument. A flagpole that appears to be from the same era has also been installed.

It should be noted that the cannonballs present were never used with this cannon, or this type of cannon. They are too large. It should also be noted that the cart on which the cannon sits is not historically accurate for this type of cannon. The cannon is a Navy cannon and would not have been transported on a wooden cart like this. A historic photo shows the cannon on another wooden cart, which also would not have been typical of the support for this cannon during its useful life.

CONDITION:

Summary: The monument is in fair condition. The wood is rotting overall and the paint coatings on the cannon are failing. The surfaces of the cannonballs are uneven, and their protective coatings are failing. Lichens are growing readily on their surfaces.

Structure: The monument is in fair structural condition. The metal parts are in good structural shape, however all parts of the wooden cart, which supports the cannon are rotting and should be replaced.

The wood is very soft and easily deformed when depressed with a metal probe and there are splits and losses in the surfaces overall.

Surface: The surfaces of the monument are in poor condition. The paint coatings on the cannon and cannonballs are failing, with large areas of loss and flaking. The cannonballs exhibit patchy rusting on their surfaces. The cannonballs are also covered in moss and lichens indicating that the surfaces are frequently saturated with water.

The wood components are weathered and there are moss and lichens growing on all parts as well.

There are bird droppings in local areas, and surface dirt overall.

PROPOSED TREATMENT: This conservation treatment is intended to stabilize the structure and improve the appearance of the monument. The cannon cart will be rebuilt essentially, as we found it. All parties acknowledge that this is not a historically accurate cart for this type of cannon and is not even the first cart to have been used in Waconia. Slight modifications will be made to the locations of the hardware on the cart so that the cannon can be more securely attached to the cart.

1. Examine, photodocument, and write Condition Report and Treatment Proposal. (completed)
2. Joe or interns should gather as much historic documentation as possible about the previous interventions and order high resolution photos of the monument.
3. Disassemble and deinstall cannon and bring to shop. Cannonballs will remain onsite, but may be moved a short way onto the grass.

Metal components: Metal cannon and cart parts will be treated in KCI's shop. The cannonballs will receive the same treatment, but it will take place onsite in Waconia.

4. Remove paint on all metal cannon parts with abrasive blasting or chemical strippers.
5. Apply black patina to the surface of all metal parts.
6. Heat all metal and apply black tinted wax.
7. Allow to cool and buff the black wax.
8. Apply clear paste wax and buff.

Wooden cart: All parts of the treatment will take place offsite.

9. Disassemble wood cart and save pieces for use as a pattern.
10. Rebuild the cart out of white oak. The cart will not be historically accurate, but will look like the current wood cart. Locations of hardware may change slightly so that the cannon may be attached

in a more secure and appropriate manner. A professional wheelwright will be used to build the replacement wheels.

11. Apply sealer to the wood components.

12. Load parts and deliver to the site. Re assemble and install cannon and cart onsite. Move cannonballs back onto concrete pad.

13. Write Final Report; photodocument after treatment; write Maintenance Plan.

Other Recommendations:

- City should replace the disfiguring stanchions with something more historic, such as black wrought iron stanchions with chains or wrought iron fencing. The flagpole could also be painted black to match. If desired, the conservator may consult with the city about this.

Prepared by Conservator: Laura Kubick

Report Date: 7/28/2021

COST ESTIMATE: \$ 55,200.00 - \$56,100.00*

KCI Cost: \$47,400.00 - \$48,300.00 (includes materials)

Crane and transportation for deinstallation and reinstallation: \$7,800.00 (Rocket Crane)

*Does NOT include price of new footing or concrete pad or any work on the fence or flagpole.

Cost of Optional Consultation about fencing: an additional \$ 560.00 Yes _____ or No _____

The undersigned authorizes and directs KCI Conservation to carry out the aforementioned conservation and/or restoration treatment and take such action as KCI deems appropriate in connection with the treatment. The undersigned warrants: (i) that the undersigned is the sole owner(s) (or authorized agent of the owners) of the work(s) of art described above and has full authority to direct KCI to undertake the proposed treatment; (ii) the work(s) of art described above is insured by the institution or owner against any and all losses, and that such insurance will be in place from the time the artwork is delivered to KCI until it is received back by the owner/agent. The depositing institution or owner agrees to pay the cost of all conservation services plus materials (7%), not exceeding the above estimated cost by more than (10%) without the express written approval of the depositing institution or owner. All transportation and related insurance costs are the responsibility of the owner or agent of the item.

Owner: _____ Date: _____

Institution: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Execute "Preparing for EAB Grant"					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		February 22, 2022; Authorizing Approval of Staff to Submit a MNDNR Grant for EAB "Preparing For EAB Grants Program"					
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 2022-99, Approve Execution of MNDNR Grant for "Preparing For EAB Grant Program"							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Council Members may recall information staff have provided regarding the findings of Emerald Ash Bore in the Waconia community and our efforts to work at submitting grant applications to assist in off-setting costs for removal and replacement of boulevard Ash trees within the community. In February staff requested a second time to submit for a MNDNR Grant circulating around "Preparing for EAB Grants Program" dollars. Staff met the application dead line and just recently were notified of an award value of \$19,867.50. Attached is an email follow-up to this effort. Staff worked to meet the requests of the DNR staff to modify the grant budget as requested and purposely named the City Administrator as the Contract Signee, and Parks Supervisor as the Project Coordinator. All of these items were due prior to our action request this evening in order to secure the funds. Part of our Grant Application and Funding Standards; Council are to accept the Grant funds, and so this action item is slated to approve items as mentioned. The Grant covers a three-year period and was reflected in the budget documents recommended by MNDNR staff. Tree replacements were programmed at 20 units per-year with a completion date in calendar year 2024. Staff recommends approval of this request, considering the time and efforts to respond and meet the targets established by the MNDNR staff.							
Attachments:							
1. 2299res Execution_of_Preparing_for_EAB_Grant_Resolution.doc 2. DNR Award Email.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Park Contract Services and Grant Dollars							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-99**

**RESOLUTION AUTHORIZING APPROVAL OF MNDNR GRANT FOR EAB “PREPARING
FOR EAB GRANTS PROGRAM”**

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

WHEREAS, Waconia recently discovered impacts of Emerald Ash Bore activity; and

WHEREAS, staff were authorized by City Council to submit an application for “Preparing For EAB Grants Program”; and

WHEREAS, March 28, 2022 staff were noticed that the City was awarded \$19,867.50 for their application and its three-year period; and

WHEREAS, the City Administrator is authorized to sign the contract and the Park Supervisor is the Project Coordinator of the MNDNR “Preparing for EAB Grants Program.”

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of MNDNR Grant for EAB “Preparing for EAB Grants Program.”

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Waldron	_____
	Sorensen	_____

Craig Eldred

From: Deanna LaPlant
Sent: Monday, March 28, 2022 6:22 AM
To: Craig Eldred
Subject: FW: 2022 Preparing for EAB grant



Deanna LaPlant

Park Maintenance Supervisor
City of Waconia
952-856-7716

From: MN_UCF (DNR) <ucf.dnr@state.mn.us>
Sent: Sunday, March 27, 2022 10:46 AM
To: Deanna LaPlant <dlaplant@waconia.org>
Subject: 2022 Preparing for EAB grant

Hello Deanna,

Congratulations! Your community has been selected to receive \$19,867.50 for the 2022 Preparing for EAB grant. There are some amendments needed to your application in order to move forward with awarding your community these funds.

Required amendments:

- Based on your 2010 Rapid Assessment, the following trees are ineligible for grant funds: maple, spruce, and mulberry. You may appeal this if you have updated tree inventory data that you would like to submit, or you may purchase them with city funds and submit them as cash match.
- Due to the alteration in your grant funded portion, your new match requirement is \$6,622.50. Please resubmit budget spreadsheet, alter your application budget explanation, and any other component of your application impacted by this change.
- Add the anticipated months to the accomplishments in your application narrative Project Timeline. For example, "Calendar Year 2023: 2. Staff would continue to remove (October-April), replace (May-October),..." If you need to submit this as a separate document due to character maximums within the PDF that is okay.

Additionally, below is required information you will need to submit in order for your contract to enter into the contract development stage:

- Your confirmation that you are willing to accept \$19,867.50 in funds by **Friday, April 1**
- Project Coordinator contact name, title, address, phone number, and email (if different from what is listed on your application's first page)
- Names, titles, and email addresses of who will need to sign the contract from your community if different from or in addition to your community's Project Coordinator
- Address for where to send financial information at your local unit of government (your city's address listed in SWIFT)

Please respond by Friday, April 1 to confirm that you are willing to accept these funds and enter into a contract with the DNR's Urban & Community Forestry team. Once you respond with your willingness to commit:

1. Navigate and submit all required information and any required or recommended edits.
2. Your project will then enter the contract development stage.
3. We will send you draft documents for your review.
4. Your contract will need three signatures before it is considered fully executed (one from DNR, one from you, and a final signature from DNR). Contracts will be sent out via DocuSign.
5. After these signatures are obtained, work can begin on your project.

Do not:

- **publicize any information regarding this grant until your contract is fully executed (estimated to be by July 1)**
- **begin any grant work until your contract is fully executed – reimbursement can only be made, and match can only be included, for expenses incurred after your contract is in place**

If you have any questions, about this email or the process, do not hesitate to reach out. I appreciate your patience during this process as I am significantly understaffed but will work to respond to you as quickly as possible.

Warm regards,
Valerie McClannahan
Urban and Community Forestry Coordinator
Minnesota Department of Natural Resources



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Authorize Execution of Support Letter					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		None					
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 2022-100, Authorize Mayor to Execute Letter of Support for Carver County "Traffic Signal Technologies and its Corridor Enhancements Project"							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff received an email regarding a request of Waconia City Council support for a Carver County Regional Solicitation submittal. The focus of the Regional Solicitation is "Traffic Signal Technologies and ITS Corridor Enhancements Projects." Waconia signal systems within the Main Street/ Hwy 59 corridor are part of the submittal process. (See Attachment) Staff recommends approval of this request. Attachments: 1. 22100res Authorize_Mayor_to_Execute_Letter_of_Support_Res.doc 2. Support for TrafficSignalTech-Waconia; Execute.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Cash							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-100**

**RESOLUTION AUTHORIZING APPROVAL OF MAYOR TO EXECUTE LETTER OF
SUPPORT FOR CARVER COUNTY “TRAFFIC SIGNAL TECHNOLOGIES AND ITS
CORRIDOR ENHANCEMENTS PROJECT**

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

WHEREAS, staff received a request from County staff to request support of its Regional Solicitation funding request for traffic signal enhancements locally and County wide; and

WHEREAS, the attached letter of support and project data were reviewed by Council and authorized the Mayor’s signature.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Mayor to executed letter of support for Carver County “Traffic Signal Technologies and Its Corridor Enhancements Project.”

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Waldron	_____
	Sorensen	_____



April 4th, 2022

Lyndon Robjent, PE
Public Works Director, County Engineer
Carver County Public Works
11360 Highway 212, Suite 1
Cologne, MN 55322

Dear Mr. Robjent,

The City of Waconia is pleased to support Carver County's application for the Traffic Signal Technologies and ITS Corridor Enhancements project to the Metropolitan Council's 2022 Regional Solicitation for federal transportation funding. The project will improve signal technologies at County-owned intersections and locations along three primary corridors including County State Aid Highway (CSAH) 59 (Main St.) in the City of Waconia.

The grant application is to upgrade obsolete and add to existing traffic management and intelligent transportation systems (ITS) throughout Carver County, with a focus on three corridors: CSAH 18 (Lyman Blvd.), CSAH 14 (Pioneer Trail), and CSAH 59 (Main St.). The proposed project scope includes: a new Advanced Traffic Management System (ATMS); central signal system software with expanded remote access and operations; upgraded traffic signal controllers and cabinets; conflict monitors; upgraded timing plans, coordination, and video detection systems; ITS devices including CCTV cameras; and communications and fiber optic cable upgrades and connections.

Project benefits include creating a more responsive, efficient, future-minded, and smart traffic control system. The project will link and improve coordination, operation, and interoperability of County-owned signals and with other jurisdictions, reduce traffic-related crashes, minimize travel time, and better support incident management and special events.

The proposed project is endorsed by *the City of Waconia*, and we are supportive of the County's application for the Traffic Signal Technologies and ITS Corridor Enhancements project to the Metropolitan Council's 2022 Regional Solicitation funding program.

Sincerely,

Signature
Kent Bloudek
Mayor of Waconia



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		The Fields 2nd Addition Final Plat - Tamarack Land					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):		The Fields Preliminary Plat and PUD Approval - November 16th, 2020					
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 2022-100 approving The Fields 2nd Addition Final Plat application submitted by Tamarack Land, which includes 127 single-family parcels.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
BACKGROUND/REQUEST Applicant: Tamarack Land - Fields of Waconia, LLC Owner(s): Tamarack Land - Fields of Waconia, LLC Property Address(es): 1330 Waconia Parkway South & 417 Prairie Rose Lane P.I.D. #(s): 090220100 & 754720890 Zoning Districts: PUD, Planned Unit Development District Attached are the application materials pertaining to The Fields 2nd Addition Final Plat as proposed by Tamarack Land. The proposed final plat is generally consistent with The Fields Preliminary Plat which was approved by the City Council via Resolution No. 2020-257 on November 16th, 2020. The Fields Preliminary Plat included the development of a total of two hundred and fourteen (214) single-family parcels. The Fields 2nd Addition Final Plat, which is the second and final phase of the project, is requesting approval to final plat sixty-six (66) 65-foot-wide single-family residential parcels and sixty-one (61) 55-foot-wide single-family residential parcels consistent with the preliminary plat approval. The Fields 2nd Addition Final Plat consists of the following: 1. Sixty-six (66) 65-foot-wide single-family home lots and sixty-one (61) 55-foot-wide single family home lots. 2. The proposed street and lot configuration are generally consistent with the approved The Fields Preliminary Plat considered by the City Council on November 16th, 2020. 3. The preliminary plat approval allowed for 65-foot-wide single-family home parcels and 55-foot-wide single-family home parcels. The parcels shall be developed consistent with the setback and impervious surface requirements stated in the preliminary plat approval and the development agreement. 4. The final construction plans and plat are subject to final review and approval by the Public Services Director and City Engineer prior to any work commencing on the subject parcel. CONCLUSION / RECOMMENDATION City Staff recommends approval of The Fields 2nd Addition Final Plat subject to the findings and conditions stated in the attached resolution. Attachments: 1. 22101res- The Fields 2nd Addition Final Plat.doc 2. Location Map The Fields 2nd Addition.pdf 3. The Fields 2nd Addition Final Plat.pdf							
FINANCIAL IMPLICATIONS:			ADVISORY BOARD RECOMMENDATIONS:				

Funding Sources & Uses:		
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-101**

**RESOLUTION APPROVING THE FIELDS 2ND ADDITION FINAL PLAT
BY TAMARACK LAND – FIELDS OF WACONIA, LLC**

WHEREAS, Tamarack Land – Fields of Waconia, LLC (the “Applicant”), has submitted a final plat application for the second phase of The Fields planned unit development titled The Fields 2nd Addition, which consists of sixty-six (66) 65-foot-wide single-family home parcels and sixty-one (61) 55-foot-wide single-family home parcels pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

WHEREAS, the subject property consists of two parcels located at 1330 Waconia Parkway South and 417 Prairie Rose Lane and identified as PID#s 090220100 and 754720890; and

WHEREAS, The Fields 2nd Addition Final Plat is consistent with The Fields Preliminary Plat approved by the City Council on November 16th, 2020, per Resolution No. 2020-257; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the second phase of The Fields residential development consisting of sixty-six (66) 65-foot-wide single-family parcels and sixty-one (61) 55-foot-wide single-family parcels subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for The Fields Preliminary Plat as stated in Resolution No. 2020-257.
3. Compliance with the final plan review of the Public Services Director and City Engineer.
4. Execution and approval of a developers agreement prior to work commencing on site.

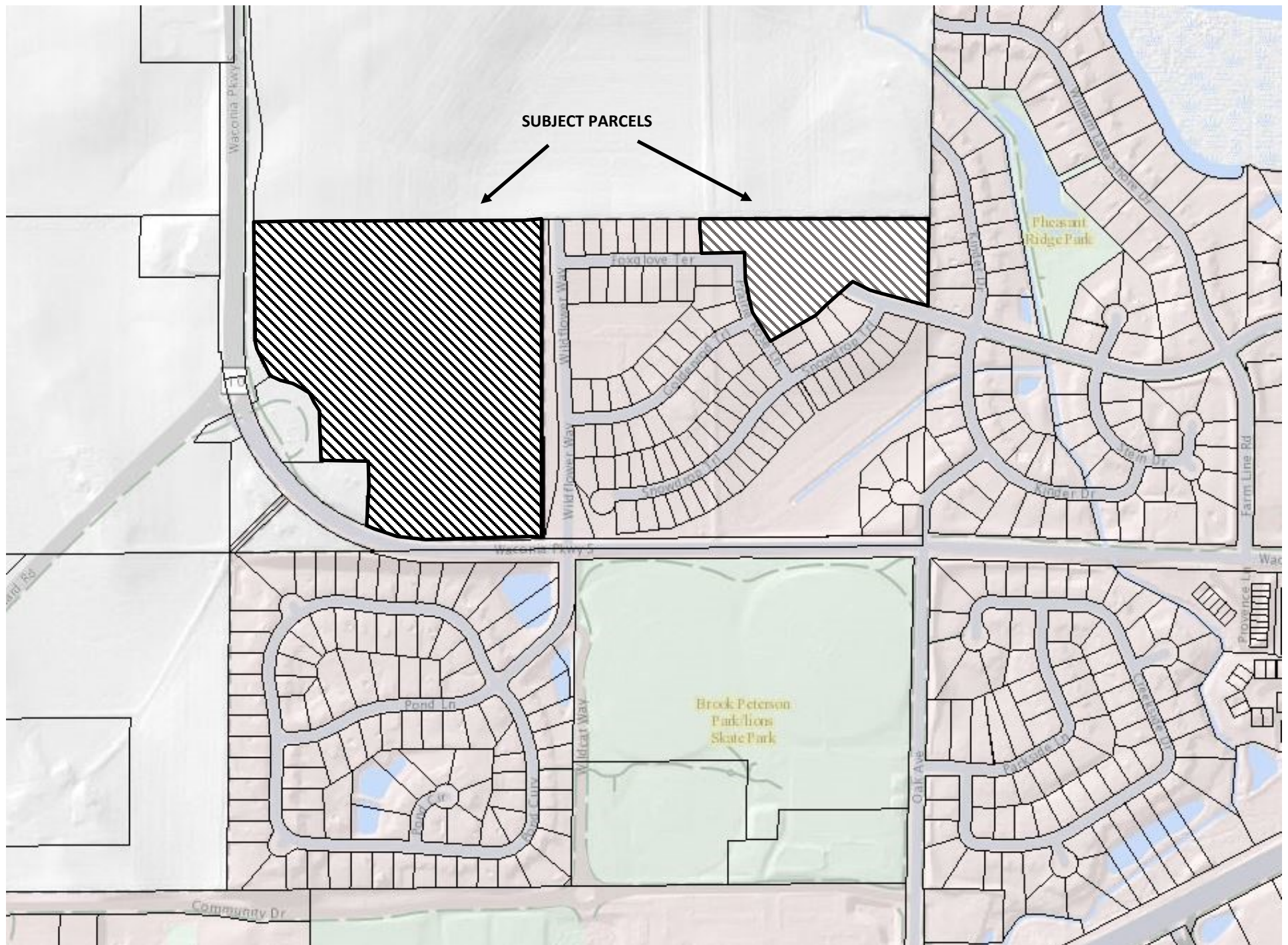
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves The Fields 2nd Addition Final Plat for the second phase of The Fields residential planned unit development subject to the conditions noted above.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Sorensen	_____
	Waldron	_____



THE FIELDS SECOND ADDITION

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

KNOW ALL PERSONS BY THESE PRESENTS: That Tamarack Land-Fields of Waconia, LLC, a Minnesota Limited Liability Company, fee owner, of the following described property situated in the County of Carver, State of Minnesota to wit:

Outlot A, and Outlot C, THE FIELDS, Carver County, Minnesota, according to the record plat thereof.

AND:

The South Half of the Northeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, except that part which lies easterly of the following described line, and except the north 26.40 feet thereof:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 29 minutes 02 seconds West, along the south line of said Northeast Quarter, a distance of 1496.23 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 00 seconds East a distance of 1253.06 feet, more or less, to the south line of said north 26.40 feet of the South Half of the Northeast Quarter and there terminating.

And also, excepting therefrom the following described tracts:

Tract 1:

A strip of land 40 links wide along the North line thereof formerly sold to Albert Burandt, and except all or any part of the North half of the Southwest quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, and into all persons going to or from any part of said tract of land, a perpetual right of way, at all times and for all purposes, with or without vehicles and animals from and to said tract of land to and from the public highway known as Waconia and New Germany Road, over and across the following described lands, viz. Beginning at the center of said Section 22, running thence east on the east and west quarter line of said Section about 2005 feet to the intersection of said Waconia and New Germany Road with said quarter line, running thence north one rod; running thence west parallel with said quarter line to the north and south quarter line of said section, running thence south one rod to the place of beginning, as recorded in Book 26 of Deeds, page 131, Carver County, Minnesota.

Tract 2:

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

Commencing at the northwest corner of said Northeast Quarter of Section 22, thence south along the west line of said Northeast Quarter, a distance of 1815.92 feet to the point of beginning; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the south line of said Northeast Quarter, distant 832.5 feet easterly of the southwest corner of said Northeast Quarter and there terminating.

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

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

Tract 3:

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

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

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

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

Tract 4:

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

Tract 5:

That part of the West Half of the Northeast Quarter of Section 22, Township 116 North, Range 25 West, Carver County, Minnesota lying easterly of and adjoining the Warren land as described in Warranty Deed (Record No. 106693; as that part of the West 541 feet of the South 353 feet of the Northeast Quarter of Section 22, Township 116 North, Range 25 West, Carver County, Minnesota, lying northeasterly of a line 40.00 feet northeasterly of (as measured radially to and parallel with) the following described line: Commencing at the northwest corner of said Northeast Quarter of Section 22; thence South along the West line of said Northeast Quarter a distance of 1815.92 feet to the point of beginning of the line to be described; thence southeasterly on a tangential curve, concave to the northeast having a radius of 818.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the South line of said Northeast Quarter, distant 832.75 feet easterly of the Southwest corner of said Northeast Quarter and said line there terminating, said line being the Northeasterly right-of-way line of Carver County Highway No. 32, Carver County Records and westerly of the hereinafter described Line 1:

Line 1:

Commencing at the northwest corner of said Northeast Quarter of said Section 22, thence North 88 degrees 37 minutes 26 seconds East along the north line of said Section 22 a distance of 60.02 feet to the Point of Beginning of Line 1; thence South 00 degrees 29 minutes 42 seconds West a distance of 185.38 feet; thence South 86 degrees 07 minutes 08 seconds West, a distance of 10.76 feet; thence South 03 degrees 52 minutes 02 seconds East a distance of 67.14 feet; thence southeasterly a distance of 372.00 feet along the arc of a tangential curve, concave westerly, having a radius of 7,714.44 feet and central angle of 02 degrees 45 minutes 45 seconds; thence South 09 degrees 32 minutes 04 seconds East, a distance of 247.32 feet; thence South 00 degrees 27 minutes 58 seconds West an distance of 86.57 feet; thence South 10 degrees 27 minutes 58 seconds West a distance of 172.76 feet; thence South 00 degrees 27 minutes 58 seconds West a distance of 560.35 feet; thence Southeasterly a distance of 178.76 feet along the arc of a tangential curve, concave northeasterly, having a radius of 450.00 feet, a central angle of 22 degrees 45 minutes 37 seconds and chord bearing South 22 degrees 33 minutes 05 seconds West a distance of 177.59 feet; thence South 71 degrees 8 minutes 31 seconds East a distance of 96.29 feet; thence southeasterly a distance of 186.64 feet along the arc of a tangential curve, concave southeasterly, having a radius of 150.00 feet and a central angle of 71 degrees 17 minutes 34 seconds; thence South 0 degrees 30 minutes 58 seconds East a distance of 165.00 feet all said line there terminating.

(Abstract Property)

Has caused the same to be surveyed and platted as THE FIELDS SECOND ADDITION and does hereby donate and dedicate to the public for public use forever the public ways and also dedicates the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Tamarack Land-Fields of Waconia, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Tamarack Land-Fields of Waconia, LLC

(Signature)

(Name Printed)

(Title)

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____, _____ of Tamarack Land-Fields of Waconia, LLC, a Minnesota limited liability company.

(Signature) (Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYORS CERTIFICATION

I, Chris Amboun do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed and Licensed Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted in this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Chris Amboun, Licensed Land Surveyor
Minnesota License No. 43095

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Chris Amboun.

(Signature) (Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF WACONIA, MINNESOTA

This plat of THE FIELDS SECOND ADDITION was approved and accepted by the City Council of the City of Waconia, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Waconia, Minnesota

By: _____ By: _____
Mayor City Clerk

COUNTY SURVEYOR, CARVER COUNTY, MINNESOTA

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

Brian E. Praske, County Surveyor

By: _____

COUNTY AUDITOR, CARVER COUNTY, MINNESOTA

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20____.

Crystal Campos, County Auditor

By: _____

COUNTY RECORDER, CARVER COUNTY, MINNESOTA

I hereby certify that this plat of THE FIELDS SECOND ADDITION was filed this _____ day of _____, 20____, at _____ o'clock ____ M. as Document No. _____

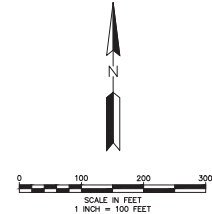
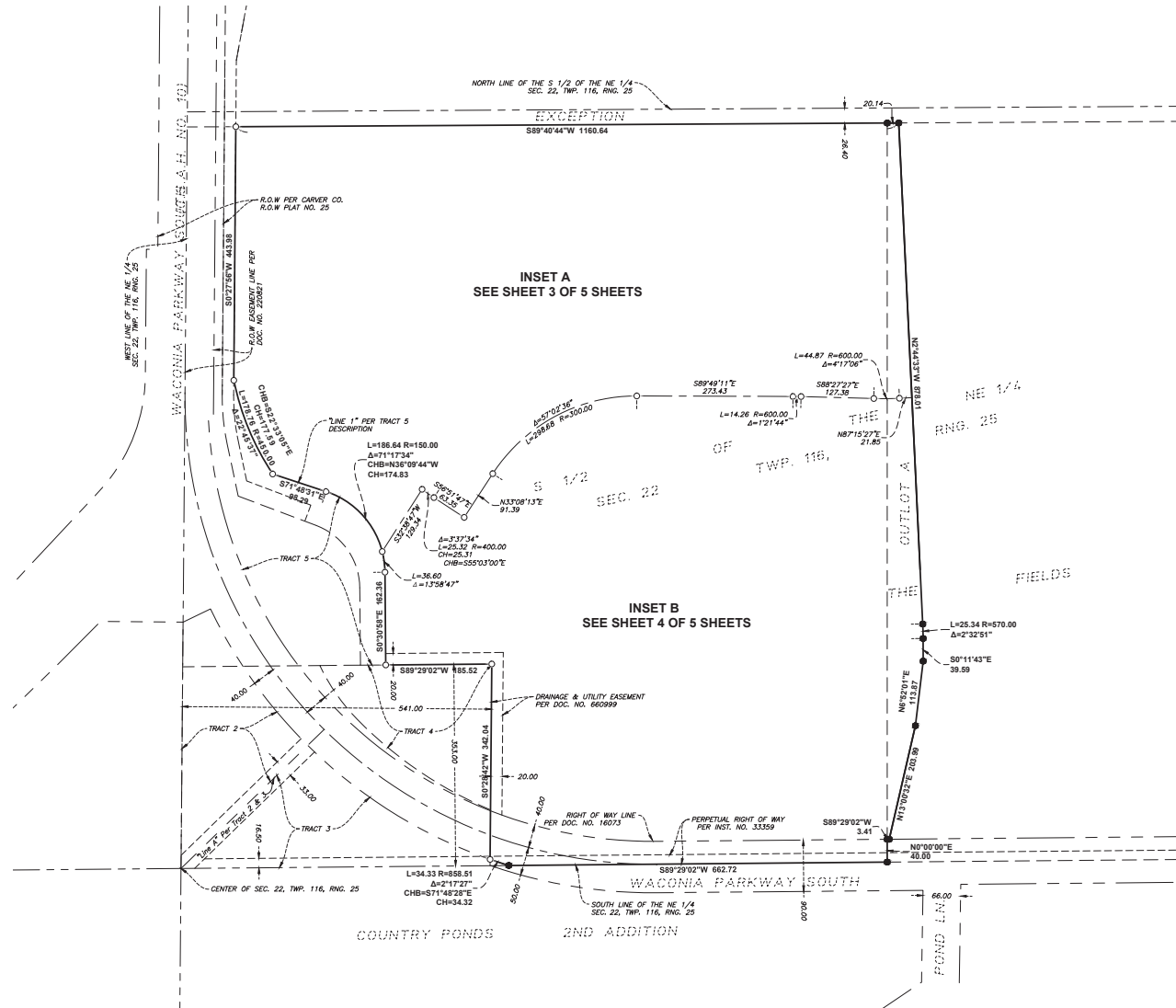
Kaaren Lewis, County Recorder

By: _____



THE FIELDS SECOND ADDITION

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



LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH X 1/4 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 43055

BEARING ORIENTATION NOTE:
THE SOUTH LINE OF THE NE 1/4 OF SECTION 22, TOWNSHIP 116, RANGE 25 HAS A CARVER COUNTY BEARING OF S89°29'02"W, NAD'83, 1986

THE FIELDS SECOND ADDITION INSET A

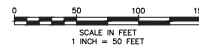
PLAT FILE NO.
C.R. DOC. NO.

(C.S.A.H. NO. 10)

WACONIA PARKWAY SOUTH



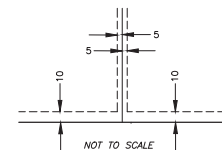
INSET B
SEE SHEET 4 OF 5 SHEETS



LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES 1/2 INCH X 1/4 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 43055

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.



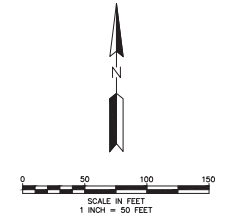
Sheet 3 of 5 Sheets

THE FIELDS SECOND ADDITION

INSET B

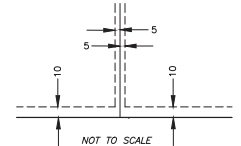
INSET A
SEE SHEET 3 OF 5 SHEETS

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

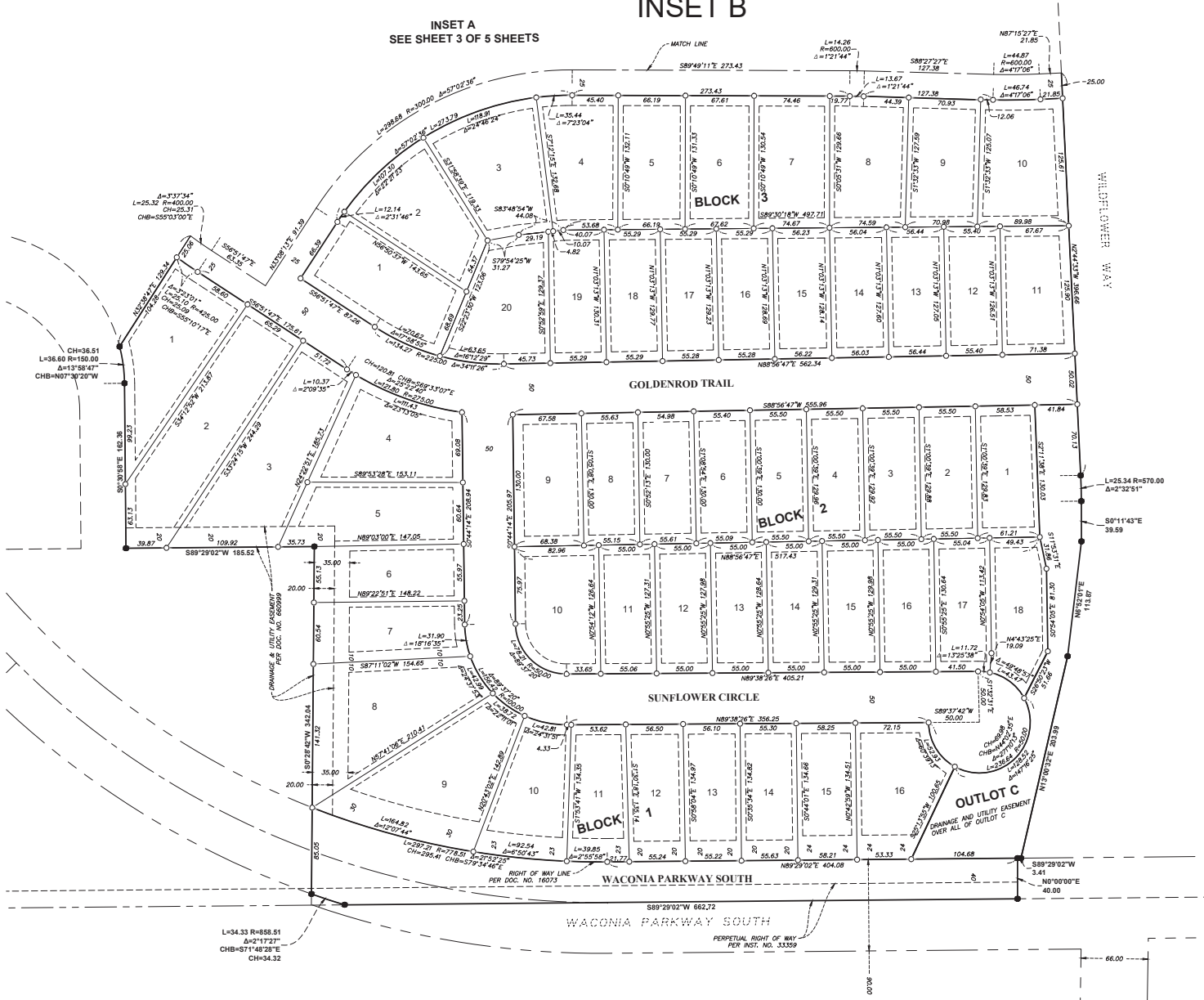


- LEGEND**
- DENOTES IRON MONUMENT FOUND
 - DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 43055

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

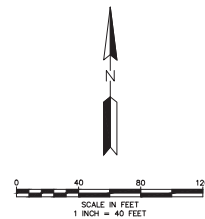


BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.

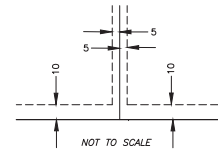


THE FIELDS SECOND ADDITION

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



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES
AND BEING 10 FEET IN WIDTH AND ADJOINING
PUBLIC WAYS AND REAR LOT LINES, UNLESS
OTHERWISE INDICATED ON THIS PLAT.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Donation Acceptance - Cash Donations for Operations of the Fire Department					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-102, Accepting Cash Donations for Operations of the Fire Department from Children's Grief Connection							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Children's Grief Connection made a donation of \$200.00 to the fire department for their assistance with the Polar Plunge event. With the Council's acceptance of the donation, staff will recognize the donation as revenue in the fire department's 2022 budget. Attachments: 1. 22102Res_Donations_Received_Fire_04.04.22.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Fire (101)							
Budget Information:				Planning Commission			
☐ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-102**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Children's Grief Connection	Cash	\$200.00

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

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

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

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

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/_____	Bloudek	_____
	Pierson	_____
S/_____	Leo	_____
	Sorensen	_____
	Waldron	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Donation Acceptance & Pass Thru - Cash Donation for Fire Safety & Prevention Efforts					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-103, Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia received several cash donations for fire safety and prevention efforts. The following parties donated to the City's fire department for these efforts: Ronald Miller - \$200.00 HEI Collision Center - \$60.00 Melchert Hubert Sjodin PLLP - \$100.00 With the Council's acceptance of these donations, staff will recognize the donation as revenue in the fire department's 2022 budget. The City works with the National Fire Safety Council for fire prevention materials and information. The donations received will be passed thru to them so they can assist the department in future efforts. Attachments: 1. 22103Res_Donations_Received_Fire_04.04.22_National_Fire_Safety.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Fire (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-103**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Ronald Miller	Cash Donation for Fire Safety/Prevention	\$200.00
HEI Collision Center	Cash Donation for Fire Safety/Prevention	\$60.00
Melchert Hubert Sjodin PLLP	Cash Donation for Fire Safety/Prevention	\$100.00

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

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

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

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

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

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Sorensen	_____
	Waldron	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Donation Acceptance - Cash Donations for City Square Park War Memorial Monument Restoration					
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. 2022-104, Accepting Cash Donations for City Square Park War Memorial Monument Restoration from Community Giving on Behalf of American Legion Post 150							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received two donations from Community Giving on behalf of American Legion Post 150 for the City Square Park War Memorial Monument Restoration projects. Total donations received by the City: \$20,000 - 12/7/2021 (2021 revenue) \$60,000 - 3/21/2022 (2022 revenue) With the Council's acceptance of the donation, staff will recognize the donation as revenue in the PIR Capital Project fund. Corresponding expenditures for the project are being capitalized as the projects are completed. Finance staff is tracking all donations received and expenditures paid for these projects. Regular updates will be provided to American Legion Post 150 as they are available. <u>Attachments:</u> 1. 22104Res_Donations_Received_War_Memorial.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund (103)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ X Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-104**

**RESOLUTION ACCEPTING CASH DONATIONS FOR CITY SQUARE PARK WAR
MEMORIAL RESTORATION FROM COMMUNITY GIVING ON BEHALF OF AMERICAN
LEGION POST 150**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
American Legion Post 150	Cash Donation for War Memorial Restoration	\$80,000.00

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

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

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

1. The contribution described above is hereby accepted and acknowledged with gratitude.
2. Said contribution shall be recognized as donation revenue in the PIR Capital Project fund 2021 and 2022 operating budgets.
3. That the Finance Director is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/_____	Bloudek	_____
	Pierson	_____
S/_____	Leo	_____
	Sorensen	_____
	Waldron	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Waterford 7th Addition - Development Agreement - 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 2022-105 approving the Development Agreement for Waterford 7th Addition.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, at their regular meeting on February 22nd, 2022, approved a final plat for JMH Land Development Company, LLC titled Waterford 7th Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Waterford 7th Addition final plat consists of sixty-three (63) single-family residential parcels and thirtyfour (34) townhome parcels. The City Council approved the final plat application via Resolution 2022-58 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 7th Addition, a copy of which is attached for Council's review and consideration. City staff recommends approval of the development agreement language as proposed. <u>Attachments:</u> 1. 22105res_Approving_Development_Agreement_for_Waterford_7th_Addition.docx 2. Waterford 7th Addition Development Agreement.docx							
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. 2022-105**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR WATERFORD 7TH ADDITION**

WHEREAS, JMH Land Development Company, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”) located at 1001 Huntington Drive (the “**Property**”); and

WHEREAS, Developer desires to plat the second phase of the Property as Waterford 7th Addition, which will consist of sixty-three (63) 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 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Leo	_____
S/ _____	Pierson	_____
	Sorensen	_____
	Waldron	_____

EXHIBIT 1
Development Agreement

DEVELOPMENT AGREEMENT
FOR
WATERFORD 7TH ADDITION
CITY OF WACONIA, MINNESOTA

This agreement (the “Agreement”) is dated _____, 2022, and is between the City of Waconia, a Minnesota municipal corporation (the “City”) and JMH Land Development Company, LLC, a Minnesota limited liability company (the “Developer”).

RECITALS

WHEREAS, the Developer previously platted certain property as WATERFORD 6TH ADDITION ADDITION, Carver County, Minnesota (“Waterford 6th Addition”); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for Waterford 6th Addition dated October 25, 2021, which was recorded October 27, 2021, as Document Number A735858 in the Office of County Recorder, Carver County, Minnesota (the “Waterford 6th Addition Development Agreement”); and

WHEREAS, the Developer owns the real property legally described as Outlot B and Outlot D, WATERFORD 6TH ADDITION, Carver County, Minnesota (the “Property”); and

WHEREAS, the Developer now desires to replat the Property as WATERFORD 7TH ADDITION, Carver County, Minnesota; and

WHEREAS, on February 22, 2022, the City Council passed Resolution No. 2022-58 conditionally approving the final plat for WATERFORD 7TH 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 20, Block 1; Lots 1 through 14, Block 2; Lots 1 through 21, Block 3; Lots 1 through 11, Block 4; Lots 1 through 9, Block 5; Lots 1 through 10, Block 6; Lot 1, Block 7; and Lots 1 through 11, Block 8; WATERFORD 7TH ADDITION, Carver County, Minnesota (the “Residential Lots”);
2. Lot 21, Block 1, and Lot 15, Block 2, WATERFORD 7TH ADDITION, Carver County, Minnesota (the “Common Area Lots”);
3. Outlot A, Outlot B, Outlot C, WATERFORD 7TH 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 7th Addition” mean the Property, excepting Outlot A and Outlot B, WATERFORD 7TH 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 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 June 1, 2021, Revision date June 23, 2021; 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 development of Waterford 7th Addition;
2. The PUD zoning for all Residential Lots and Common Area Lots of Waterford 7th Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code);
3. The Developer’s obligation to convey Outlot C described above to the City; and
4. Storm water reuse rights and obligations; and

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

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

TERMS

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

Developer:

- 1.1. The Recitals set forth above;
 - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “City Resolutions”); and
 - 1.3. The Waterford 6th 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 Craig Eldred, City of Waconia, 310 East 10th Street, Waconia, MN 55387, or his designee or successor.
- “County” means Carver County, Minnesota.
- “Governmental Entity” means the City, the County, Minnesota, the United States of America, or any subdivision or department thereof including the Minnesota Department of Transportation, the Carver County Highway Department, the appropriate watershed district, the Board of Soil and Water Resources, the Minnesota Department of Natural Resources, the Army Corps of Engineers, the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, or any other regulatory or jurisdictional agency having jurisdiction over the Property or the development of the Property.
- “Home Builder” means U.S. Home Corporation, a Delaware corporation.
- “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 final 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. 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;
- 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 7th 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 pipe pricing provided by the Developer's contractor. Based on the Plans and other relevant information, the City Engineer has determined that (a) the water main installed in connection with Waterford 6th Addition must be oversized from 10 inches to 12 inches for as a cost of \$5,587.20 to the City, and (b) the 8 inches to 12 inches of sanitary sewer pipe is oversized to service the Waterford 7th Addition and provides additional sanitary sewer capacity for the area and the City shall pay a cost of \$42,482.40 for the oversizing of such sanitary sewer pipe. Regarding Waterford 7th 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. Prior to the City releasing the Final Plat, the City, the Developer, and the Home Builder shall execute a Storm Water Drainage and Reuse Agreement (the "Storm Water Agreement") for the real property in Carver County, Minnesota, described as follows:
 - Lots 1 through 21, Block 1, WATERFORD 6TH ADDITION;
 - Lots 1 through 23, Block 2, WATERFORD 6TH ADDITION;
 - Lots 1 through 21, Block 1, WATERFORD 7th ADDITION;
 - Lots 1 through 15, Block 2, WATERFORD 7th ADDITION; and
 - Outlot A, WATERFORD 7th ADDITION.

The form of the Storm Water Agreement shall be acceptable to the City, in its sole discretion, and shall be structured to meet applicable storm water requirements of the Carver County Water Management Organization and the City. The parties

acknowledge the Storm Water Agreement will allow the above-referenced properties to drain storm water to an off-site retention pond owned by the City in exchange for: i) an easement to disburse storm water on such properties; ii) connection fees; ii) ongoing use fees; and iv) other obligations.

- 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 October 28, 2022, 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 September 15, 2023. All Landscape Improvements shall be installed no later than September 29, 2023. The Developer may request an extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- 6.10. **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 or Home Builder. 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 damaged 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 notice from the City of any corrective action needed, the Developer shall, at the Developer's expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Further, within 60 days of the City's receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements or inform the Developer of corrective action needed. Regarding the Developer Installed Municipal Improvements, the City's failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

7. WARRANTIES.

- 7.1. Developer Installed Municipal Improvements. The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.
- 7.2. Developer Funded Municipal Improvements. Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. Landscape Improvements. The Developer agrees, or shall cause 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 has approved access and temporary construction access for the lot;
- 9.2.2. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection;
- 9.2.3. individual lots are properly established with Best Management Practices ("BMP") devices approved by the City Public Services Director including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
- 9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.

9.3. Certificate of Occupancy Requirements. No certificate of occupancy shall be issued for a residential structure on a Residential Lot until:

- 9.3.1. the City Public Services Director has approved an as-built final grade and sidewalk survey for the lot;

- 9.3.2. the City Public Services Director has completed a utility check for the lot including sump pump connection inspection;
 - 9.3.3. the City Public Services Director has approved storm water compliance for the lot;
 - 9.3.4. all trees shown in the Plans for the lot have been planted or, if seasonal conditions do not then allow planting, the City has been provided with written assurance that they will be planted promptly when weather permits; and
 - 9.3.5. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.
- 9.4. Lot Fees. Once the Final Plat has been recorded and tax parcel identification numbers have been assigned, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413 & 414. The Developer acknowledges the City will charge such fees on all lots, including any outlots held by the Developer for future development (with fees being reallocated when replating occurs). The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject adjustment, from time to time, by the City Council.
10. PARK DEDICATION AND CONVEYANCE OF ADDITIONAL PROPERTY.
- 10.1. Park. The Developer previously dedicated Outlot A, WATERFORD 6TH ADDITION, Carver County, Minnesota ("Outlot A") to the City and 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 7th Addition.
 - 10.2. Outlots. The Developer shall convey the following Outlot to the City:
 - 10.2.1. Outlot C, WATERFORD 7TH ADDITION, Carver County, Minnesota, for wetland/open space and storm water ponding purposes.
 - 10.3. Conveyances. The City and Developer agree the above conveyances shall occur when the Final Plat is recorded. All conveyances shall be made without cost to the City. Further, the purposes listed above for such conveyances are informational only and do not limit the City's ability to use any parcel conveyed to the City for any use. The Developer shall deed all such Outlots to the City using a standard form warranty deed. The warranty deed conveying such Outlots shall not list any restrictions or exceptions to title other than the following: i) the lien of real estate taxes and special assessments not yet due and payable; ii) building, zoning and subdivision statutes, laws, ordinances, and regulations; and iii) reservations of minerals or of mineral rights in favor of Minnesota, if any. As such, the Developer shall release all other liens and encumbrances against such properties, including any mortgages or other monetary liens, prior to conveyance. Further, the

warranty deed shall waive any rights under Minnesota Statutes, Minnesota Statutes §117.226, as amended, to reacquire the real property.

11. PUD ZONING. The Residential Lots shall meet the requirements of the PUD District zoning stated below:
 - 11.1. General. Except as expressly provided in this Section 11 to the contrary: i) Waconia City Code ordinances and regulations for the R-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 20, Block 1, Lots 1 through 14, Block 2, WATERFORD 7TH 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 21, Block 3; Lots 1 through 11, Block 4; Lots 1 through 9, Block 5, WATERFORD 7TH 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.
 - 11.4. Single Family Residential Lots – 75 ft. The following PUD zoning applies to Lots 1 through 10, Block 6; Lot 1, Block 7; Lots 1 through 11, Block 8, WATERFORD 7TH ADDITION, Carver County, Minnesota:
 - 11.4.1. The minimum lot size shall be 10,500 sq. ft.;
 - 11.4.2. The maximum impervious surface for each lot shall be 50%; and
 - 11.4.3. 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, 2023, shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City 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 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 \$2,910,519.36. (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

13.1.2.2. 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 \$90,625.00, which equals 100% of the cost of the Landscape Improvements). 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 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 reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. Deficiency. If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within 10 days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each Outlot owned by the Developer and each Residential Lot for which an occupancy has not then been issued by the City. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
14. PROOF OF TITLE/ATTORNEY REVIEW. Prior to release of the Final Plat, the Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City (including streets, rights-of-way, park dedication, outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. The Developer shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is

recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.

15. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - 15.1. Authorization. The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.
 - 15.2. Ownership. The Developer has a fee ownership interest in the Property.
 - 15.3. Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.
 - 15.4. Litigation. There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.
 - 15.5. Compliance. The Developer will comply with and promptly perform all the Developer's obligations under this Agreement and all related documents and instruments.
 - 15.6. Wetlands. As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
 - 15.7. Environmental Laws. To the best of the Developer's knowledge, as of the date of this Agreement, the Developer is not in violation of any local, state, or federal environmental law, regulation, or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
16. DEFAULT. If the Developer, its successors or assigns breaches any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developer 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, the Developer hereby grants the City and the City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by the City to cure the Developer's breach. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.

17. NOTIFICATION INFORMATION. Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows or by email with a return receipt requested:

If to the City:

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

If to the Developer:

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 Corporation
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. Prior Development Agreements. If the City is a party to another development agreement regarding the Property, there shall be no merger of this Agreement with the prior agreement. If any provision of this Agreement conflicts with a provision in a prior development agreement, the provision contained in this Agreement shall control.
- 18.15. Non-Waiver. The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 18.16. Cumulative Rights. Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every

right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

- 18.17. Certificate of Completion. Upon completion of the Developer's construction obligations and the expiration of all warranty periods under this Agreement, the Developer may deliver a written request to the City to provide a construction completion certificate for recording in the office of the County Recorder and/or Registrar of Titles of the County. The City shall promptly issue such a certificate confirming completion of the Developer's construction obligations under this Agreement ("Certificate") if all of the following conditions have been met: i) the City has accepted the Municipal Improvements pursuant to Section 6.14 of this Agreement; ii) the City determines, in its reasonable judgement, that the Developer's other construction obligations under this Agreement have been fulfilled; iii) the Developer certifies to the City that payment in full has been made for all labor and materials furnished in connection with the Improvements; iv) all amounts due the City under this Agreement have been fully paid; and v) the Developer is not then in default of this Agreement. A Certificate issued by the City confirms the Developer has satisfied the agreements and covenants under this Agreement regarding construction of the Improvements. All other agreements, covenants, representations, and PUD zoning set forth in this Agreement shall remain in full force and effect.

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 7TH ADDITION
DEVELOPMENT

CITY OF WACONIA

By: _____

Kent Bloudek

Its: Mayor

By: _____

Shane Fineran

Its: City Administrator

STATE OF MINNESOTA)

)

COUNTY OF CARVER)

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

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 7TH 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 _____,
2022, 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

EXHIBIT A
Final Plat for WATERFORD 7TH ADDITION

PLAT NO.
CR DOC NO.

WATERFORD 7TH ADDITION

SECTION 1: GENERAL INFORMATION

1. Name of the plat: WATERFORD 7TH ADDITION

2. Date of plat: 01/01/2024

3. County: Franklin

4. Township: Franklin

5. Range: 10E

6. Section: 36

7. Acreage: 1.00

8. Plat fee: 100.00

9. Recording fee: 10.00

10. Total fee: 110.00

SECTION 2: PROPERTY DESCRIPTION

1. Description of the property: Lot 1, Waterford 7th Addition, Franklin County, Missouri

2. Surveyor: John Doe

3. Date of survey: 01/01/2024

4. Plat number: 123456789

5. Plat fee: 100.00

6. Recording fee: 10.00

7. Total fee: 110.00

SECTION 3: SIGNATURES

1. Signature of the owner: John Doe

2. Signature of the surveyor: John Doe

3. Signature of the recorder: John Doe

4. Signature of the plat agent: John Doe

SECTION 4: NOTES

1. Notes: None

PLAT FILE NO.
CR. DOC. NO.



● 1977年1月1日，美国正式宣布承认中华人民共和国，并断绝与台湾的所谓“外交关系”。



Westwood
Professional Services, Inc.

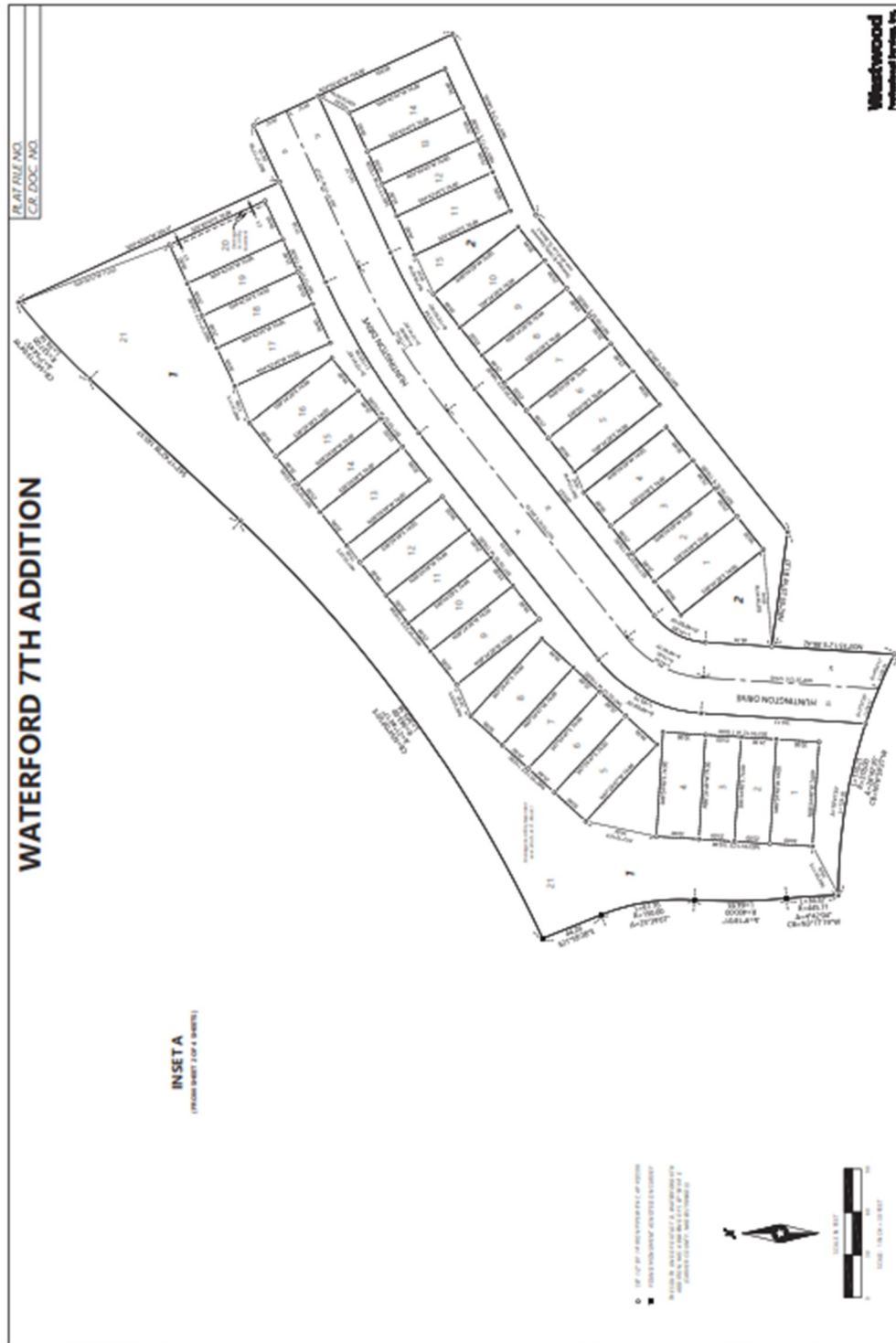


Exhibit A
Page 3 of 5

[illegible]

EXHIBIT C
Landscape Plans

EXHIBIT D

Park Lot to be Conveyed in Phase 3 of Development

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, [insert name of lender], as mortgagee under that certain [insert title of mortgage document] dated [insert date] and recorded [insert date] as Document No. [insert recording number] in the office of the Carver County Recorder, Carver County, Minnesota (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 [insert date].

[INSERT NAME OF LENDER]

Signature

Name (Printed)

Title

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

The foregoing was acknowledged before me this ____ day of _____, [insert year] by [insert name of person signing for lender], the [insert title of person signing for lender] of [insert name of lender], a [insert state type of lender], on behalf of the [insert name of lender].

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 4, 2022						
Item Name:	Acceptance of Grant Proceeds from Minnesota Department of Administration for 2022 Arts and Cultural Heritage Fund Veterans Memorial Grant for City Square Park War Memorial Restoration Projects						
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 2022-106, Accepting Grant Proceeds from Minnesota Department of Administration 2022 Arts and Cultural Heritage Fund Veterans Memorial Grant for City Square Park War Memorial Restoration Projects							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In December 2021, staff completed an application for a grant that would pay up to \$72,750 in reimbursement for preservation of culture and heritage of Minnesota monuments. Staff worked along with American Legion Post 150 to put the application together and submit the historical and financial information. The City was awarded \$9,678.57 in proceeds on March 4, 2022. City staff will work to complete the final award paperwork and submit for reimbursement of funds as expenditures are incurred. These proceeds will help off-set the total cost of the three monument restoration projects which are estimated to be about \$181,432. The proceeds received will be recognized as grant revenue in the PIR Capital Project fund budget; this off-setting the expenditures the will be incurred as the war memorial monuments are restored.							
<u>Attachments:</u> 1. 22106Res_Acceptance_of_Grant_Funds_-_War_Memorial.doc 2. MN Dept of Admin_Award Letter.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund (103)							
Budget Information: _____ Budgeted X _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-106**

**RESOLUTION ACCEPTING GRANT PROCEEDS FROM MINNESOTA
DEPARTMENT OF ADMINISTRATION 2022 ARTS AND CULTURAL HERITAGE
FUND VETERANS MEMORIAL GRANT FOR CITY SQUARE PARK WAR
MEMORIAL RESTORATION PROJECTS**

WHEREAS, City staff with the assistance of American Legion Post 150 applied for a grant that would pay up to \$72,750 in reimbursement for preservation of culture and heritage of Minnesota monuments; and

WHEREAS, the City's total estimated costs for restoration of all three City Square Park War Memorial projects is \$181,432; and

WHEREAS, the City of Waconia was awarded \$9,678.57; and

WHEREAS, City staff will complete the final paperwork and submit for reimbursement of expenditures as they are incurred.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby graciously accepts the grant proceeds of \$9,678.57 for the 2022 Arts and Cultural Heritage Fund Veterans Memorial Grant and acknowledges funds will be recorded in the City's PIR Capital Project Fund.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/_____	Bloudek	_____
	Pierson	_____
S/_____	Leo	_____
	Sorensen	_____
	Waldron	_____

March 4, 2022

Shane Fineran
201 Vine Street South
Waconia, MN 55387

Dear Shane:

Thank you for submitting grant application materials for the Fiscal Year 22 Arts and Cultural Heritage Fund Veterans Memorial Grant.

We would like to congratulate the City of Waconia on being selected as a recipient of a \$9,678.57 Arts and Cultural Heritage Fund grant for a Veterans memorial to preserve the culture and heritage of Minnesota. Grant award amounts are pending final verification of the required non-state cash match equal to the grant award amount.

- Please submit documentation of a nonstate cash match equal to the grant award amount by 3/31/22 to Sarah Hernandez at sarah.hernandez@state.mn.us.
- The Office of Grants Management will work to encumber grant funds and execute grant agreements starting in April of 2022.
- Eligible expenses may be incurred only after the grant agreement is fully executed.

In keeping with the Legislative principles of the Legacy Fund, the needs of the entire state have been considered in the allocation of funds and reflect geographical and regional fairness.

We look forward to working with you.

Sincerely,



Sarah Hernandez

Sarah Hernandez, Business Unit Coordinator, Community Services
Centennial Office Building
658 Cedar Street; Suite 320
Saint Paul, MN 55155
651-201-2504
sarah.hernandez@state.mn.us

Legacy Grantee Resources: <https://mn.gov/admin/government/grants/arts-cultural-heritage-fund/grantee-documents/>



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Approve Amended Easement and Permit for Utility Crossings					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		June 3, 2019; Approve Award of Construction Contract with Rachel Contracting for City Trunk Utility Improvement Project Linking and Through Lake Waconia Regional Park in the Amount of \$1,989,450.48					
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 2022-107, Approve Amended Easement and Permit for Utility Crossing the Lake Waconia Regional Park							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City and Carver County cooperatively by agreement worked to install Sanitary Sewer and Water Utilities in and through Lake Waconia Regional Park in calendar year 2019. Together each entity worked on multiple easement elements to allow for the utility improvements to be installed and extended to serve the Regional Park and parcels beyond the Regional Park itself. During and after completion of the project members of each staff, Engineer's, and Attorney's have worked to identify and prepare legal descriptions of the utility alignments in and through the Regional Park. At this time, as a group we feel we are extremely close if not, completed with the efforts to describe and detail the utility easement within Regional Park. Council should note the ability for the City Administrator and City Attorney to make modifications is deemed necessary. Presently, Carver County staff are reviewing the final items of their request completed by the City Engineer and City Attorney. Staff recommend approval of this request amending easement and permit for utility crossing the Lake Waconia Regional Park							
Attachments: 1. 22107res_Approving_Amendment_Park_Easements__Draft_03-30-2022_.docx 2. Amendment to Permanent Utility Easement (Draft 03-30-2022) Att I.docx 3. Amendment to Permanent Drainage Permit (Draft 03-30-2022) Att II.docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

CITY OF WACONIA
RESOLUTION NO. 2022-107

RESOLUTION APPROVING AMENDED EASEMENT AND PERMIT FOR
UTILITIES CROSSING THE LAKE WACONIA REGIONAL PARK

WHEREAS, when Carver County, Minnesota (the “County”) expanded its Lake Waconia Regional Park (the “Regional Park”), the City of Waconia, Minnesota (the “City”) installed certain water and sanitary sewer lines across the park to serve improvements in the park and areas of the City lying northeast of the park; and

WHEREAS, in connection with the installation of such utilities, the City and the County entered into: i) a Permanent Utility Easement dated September 1, 2019, which was recorded with the County on April 30, 2020, as Document No. A695122; and ii) a Permanent Drainage Permit dated September 1, 2019, which was recorded with the County on April 30, 2020, as Document No. A695123 (collectively, the “Utility Documents”); and

WHEREAS, the terms of the Utility Documents obligate the City and the County to amend the Utility Documents once legal descriptions of the “as-built” easement/permit areas are available; and

WHEREAS, the City Engineer, Bolton and Menk, Inc., has now finished the required legal descriptions; and

WHEREAS, proposed amendments to the Utility Documents, which include the legal descriptions, are attached to this resolution as Exhibit A and Exhibit B (the “Utility Document Amendments”); and

WHEREAS, the City Council has reviewed the proposed Utility Document Amendments and finds the City should execute them;

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

1. The above recitals and findings are incorporated as part of these resolutions.
2. The form of the Utility Document Amendments attached as Exhibit A and Exhibit B are hereby approved, together with such modifications thereof, deletions therefrom, and additions thereto as the City Administrator or the City Attorney deem appropriate.
3. The Mayor and City Clerk are authorized and directed to execute, acknowledge, and deliver the Utility Document Amendments. If the Mayor or the City Clerk is absent or disabled, another appropriate officer of the City, as determined by the City Attorney, may act on his or her behalf without further act or authorization of the City Council. 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.

- 4. The City Administrator is authorized and directed to: i) deliver the Utility Documents Amendments to the County; ii) to request the County to execute and record such documents; and iii) to pay required recording fees, if any, allocated to the City.

Passed and adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Leo	_____
S/ _____	Pierson	_____
	Waldron	_____
	Sorensen	_____

EXHIBIT A

Form of Amended Utility Easement

See document attached after this page.

Exhibit B

Form of Amended Drainage Permit

See document attached after this page.

[https://mhslaw.sharepoint.com/sites/dms4/46265/draftdocs/resolution accepting donation of vacant land 12-16-2021.docx](https://mhslaw.sharepoint.com/sites/dms4/46265/draftdocs/resolution%20accepting%20donation%20of%20vacant%20land%2012-16-2021.docx)

AMENDMENT TO PERMANENT UTILITY EASEMENT

Dated: _____, 2022
(State Deed Tax Exempt)

This Amendment to Permanent Utility Easement ("**Amendment**") is entered into by and between Carver County, a body corporate and politic under the laws of Minnesota ("**Grantor**") and the City of Waconia, a Minnesota municipal corporation, its successors and assigns ("**Grantee**").

Grantor and Grantee are parties to a Permanent Utility Easement, Document No. A695122, dated September 1, 2019 and recorded April 30, 2020 in the Office of the County Recorder, Carver County, Minnesota (the "**Original Easement**"). Grantor is the owner in fee simple of that certain real property located in the City of Waconia, County of Carver, State of Minnesota, legally described on Exhibit A to the Original Easement ("**Grantor's Property**").

For good and valuable consideration, Grantor and Grantee agree as follows:

1. **Amendment to Easement Area.** All references to "**Easement Area**" in the Original Easement and this Amendment shall be deemed to refer to the portion of Grantor's Property legally described on Exhibit B-1 attached to this Amendment and graphically depicted with grey shading and labeled "Easement Area" on Exhibit B-2 attached to this Amendment.

2. **Ratification.** Except as expressly amended or otherwise modified by this Amendment, all terms, covenants, conditions, and provisions set forth in the Original Easement shall remain in full force and effect. Further, all representations and warranties contained in the Original Easement shall be deemed restated as of the date of this Amendment. If there is a conflict between the provisions of the Original Easement and this Amendment, the provisions of this Amendment shall control.

3. **Miscellaneous.** The recitals at the beginning of this Amendment and the attached exhibits are incorporated as terms of this Amendment. Any capitalized term not defined in this Amendment shall have the meaning given it in the Original Easement. The terms and conditions of this Amendment shall run with the land and be binding on Grantor, Grantee, and their personal representatives, heirs, devisees, successors, and assigns. This Amendment shall be construed and governed by the laws of the State of Minnesota. Grantor and Grantee have participated jointly in the negotiation and drafting of this Agreement and no presumption or burden of proof shall arise favoring or disfavoring any party.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument effective the day and year first above written.

SIGNATURE PAGE – AMENDMENT TO PERMANENT UTILITY EASEMENT

County of Carver, Minnesota, a body corporate and politic under the laws of Minnesota

The undersigned certify that they have lawfully executed this contract on behalf of Carver County as required by applicable resolutions or ordinances.

By: _____
Gayle Degler
Its: Board Chair

By: _____
Dave Hemze
Its: Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gayle Degler and Dave Hemze, the Board Chair and Board Clerk, respectively, of Carver County, Minnesota, a body corporate and politic under the laws of Minnesota, on behalf of Carver County.

Notary Public

SIGNATURE PAGE – AMENDMENT TO PERMANENT UTILITY EASEMENT

CITY OF WACONIA, a Minnesota municipal corporation

The undersigned certify that they have lawfully executed this contract on behalf of the City of Waconia as required by applicable resolutions or ordinances.

By: _____
Kent Bloudek
Its: Mayor

By: _____
Jackie Schulze
Its: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Kent Bloudek and Jackie Schulze, the Mayor and City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the City.

Notary Public

Exhibit B-1

Legal Description of Easement Area

A 30.00 foot-wide strip of land and a 40.00 foot-wide strip of land over, under and across Government Lots 2 and 3, Section 18, T. 116, R. 24, Carver County, Minnesota.

The centerline of said 30.00 foot-wide strip of land being described as:

Commencing at the southwest corner of said Section 18; thence on an assumed bearing of North 00 degrees 43 minutes 32 seconds East along the west line of said Section 18, a distance of 2,206.33 feet to the POINT OF BEGINNING of the centerline to be described; thence North 53 degrees 37 minutes 05 seconds East a distance of 279.20 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 267.17 feet; thence North 79 degrees 49 minutes 10 seconds East a distance of 154.40 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 48.31 feet; thence South 43 degrees 55 minutes 50 seconds East a distance of 100.15 feet; thence South 88 degrees 55 minutes 50 seconds East a distance of 135.74 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 90.22 feet to a point hereinafter known as **Point 'X'**; thence continuing South 77 degrees 40 minutes 50 seconds East a distance of 50.57 feet; thence South 59 degrees 56 minutes 19 seconds East a distance of 65 feet and said centerline there terminating. The sidelines of said easement are to be extended or shortened as necessary to terminate at the west line of said Section 18 and the northwesterly right-of-way line of former State Highway No. 5., respectively.

The centerline of said 40.00 foot-wide strip of land being described as:

BEGINNING at a point in the northerly line of the land described in Book 169 of Deeds, Page 409, Carver County records, said point being distant South 12 degrees 19 minutes 10 seconds West, 280.86 feet from said Point 'X'; thence North 12 degrees 19 minutes 10 seconds East a distance of 374.68 feet; thence North 42 degrees 34 minutes 32 seconds East a distance of 801.53 feet; thence North 45 degrees 23 minutes 30 seconds West a distance of 231.82; thence South 45 degrees 23 minutes 30 seconds East a distance of 231.82 feet; thence North 42 degrees 34 minutes 32 seconds East a distance of 380.32 feet; thence North 75 degrees 53 minutes 03 seconds East a distance of 277.36 feet to a point hereinafter known as **Point 'Y'**; thence North 48 degrees 44 minutes 19 seconds East a distance of 280.17 feet; thence North 27 degrees 56 minutes 51 seconds West a distance of 498.03 feet; thence North 15 degrees 42 minutes 28 seconds East a distance of 350 feet, more or less, to the north line of said Government Lot 2 and centerline there terminating. The sidelines of said strip of land are to be extended or shortened as necessary to terminate at the northerly line of the land described in said Book 169 of Deeds, Page 409 and the north line of said Government Lot 2, respectively.

AND

BEGINNING at a said **Point 'Y'**; thence South 63 degrees 11 minutes 42 seconds East a distance of 274.83 feet; thence North 78 degrees 25 minutes 47 seconds East a distance of 340.57 feet; thence North 74 degrees 40 minutes 26 seconds East a distance of 184.95 feet; thence North 77 degrees 39 minutes 15 seconds East a distance of 360 feet, more or less, to the westerly right-of-way line of County State Aid Highway No. 92 and centerline there terminating. The sidelines of said strip of land are to be extended or shortened as

necessary to terminate at the westerly right-of-way line of said County State Aid Highway No. 92.

EXCEPTING therefrom existing all of the land conveyed from Carver County to the State of Minnesota as described in Warranty Deed, Document No. A621066, dated December 23, 2015 and recorded December 23, 2015 in the Office of County Recorder, Carver County, Minnesota.

AND

A 40.00 foot-wide strip of land over, under and across that part of CARVER COUNTY RIGHT-OF-WAY PLAT NO. 9, according to the recorded plat thereof, and that part of Parcels 40 & 41 of former Trunk Highway 5, as turned back and re-conveyed by the Minnesota Department of Transportation to Carver County in Quit Claim Deed Easement, Document No. 616689, and Quit Claim Deed, Document No. 616697, both dated May 1, 2015 and recorded September 17, 2015 in the Office of the County Recorder, Carver County, Minnesota, the centerline of which is described as follows:

Commencing at the southwest corner of said Section 18; thence on an assumed bearing of North 00 degrees 43 minutes 32 seconds East a distance of 2206.33 feet along the west line of said Section 18; thence North 53 degrees 37 minutes 05 seconds East a distance of 279.20 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 267.17 feet; thence North 79 degrees 49 minutes 10 seconds East a distance of 154.40 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 48.31 feet; thence South 43 degrees 55 minutes 50 seconds East a distance of 100.15 feet; thence South 88 degrees 55 minutes 50 seconds East a distance of 135.74 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 90.22 feet to a point also known as 'Point X' and the POINT OF BEGINNING of said centerline; thence South 12 degrees 19 minutes 10 seconds West a distance of 246.18 feet; thence continuing South 12 degrees 19 minutes 10 seconds West a distance of 387.14 feet; thence South 28 degrees 39 minutes 02 seconds West a distance of 310.00 feet; thence South 29 degrees 15 minutes 36 seconds West a distance of 499.27 feet; thence South 26 degrees 32 minutes 57 seconds West a distance of 400.00 feet; thence South 31 degrees 19 minutes 36 seconds West a distance of 379.74 feet; thence South 52 degrees 13 minutes 14 seconds West a distance of 393.00 feet and said centerline there terminating.

EXCEPTING therefrom that part lying over, under and across the property described in Warranty Deed, Document No. 56761, dated October 21, 1982 and recorded October 22, 1982 in the Office of the County Recorder, Carver County, Minnesota.

Amended Diagram of Easement / Permit Area

40.00' WIDE PERMANENT UTILITY EASEMENT
("Original Easement"
Document No. A695122)
&
40.00' WIDE PERMANENT DRAINAGE PERMIT
("Original Permit"
Document No. A695123)

30.00' WIDE PERMANENT UTILITY EASEMENT
("Original Easement"
Document No. A695122)
&
30.00' WIDE PERMANENT DRAINAGE PERMIT
("Original Permit"
Document No. A695123)

40.00' WIDE PERMANENT UTILITY EASEMENT DRAINAGE PERMIT

NOTES:

- 30.00' EASEMENT/PERMIT AREA FOR DRAINAGE & UTILITIES (AREA=29,639 SQ.FT. ±)
- 40.00' EASEMENT / PERMIT AREA FOR DRAINAGE & UTILITIES (AREA=241,885 SQ.FT. ±)

124

AMENDMENT TO PERMANENT DRAINAGE PERMIT

Dated: _____, 2022
(State Deed Tax Exempt)

This Amendment to Permanent Drainage Permit ("**Amendment**") is entered into by and between Carver County, a body corporate and politic under the laws of Minnesota ("**Grantor**") and the City of Waconia, a Minnesota municipal corporation, its successors and assigns ("**Grantee**").

Grantor and Grantee are parties to a Permanent Drainage Permit, Document No. A695123, dated September 1, 2019 and recorded April 30, 2020 in the Office of the County Recorder, Carver County, Minnesota (the "**Original Permit**"). Grantor is the owner in fee simple of that certain real property located in the City of Waconia, County of Carver, State of Minnesota, legally described on Exhibit A to the Original Permit ("**Grantor's Property**").

For good and valuable consideration, Grantor and Grantee agree as follows:

1. **Amendment to Permit Area.** All references to "**Permit Area**" in the Original Permit and this Amendment shall be deemed to refer to the portion of Grantor's Property legally described on Exhibit B-1 attached to this Amendment and graphically depicted with grey shading and labeled "Permit Area" on Exhibit B-2 attached to this Amendment.

2. **Ratification.** Except as expressly amended or otherwise modified by this Amendment, all terms, covenants, conditions, and provisions set forth in the Original Permit shall remain in full force and effect. Further, all representations and warranties contained in the Original Permit shall be deemed restated as of the date of this Amendment. If there is a conflict between the provisions of the Original Permit and this Amendment, the provisions of this Amendment shall control.

3. **Miscellaneous.** The recitals at the beginning of this Amendment and the attached exhibits are incorporated as terms of this Amendment. Any capitalized term not defined in this Amendment shall have the meaning given it in the Original Permit. The terms and conditions of this Amendment shall run with the land and be binding on Grantor, Grantee, and their personal representatives, heirs, devisees, successors, and assigns. This Amendment shall be construed and governed by the laws of the State of Minnesota. Grantor and Grantee have participated jointly in the negotiation and drafting of this Agreement and no presumption or burden of proof shall arise favoring or disfavoring any party.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument effective the day and year first above written.

SIGNATURE PAGE – AMENDMENT TO PERMANENT DRAINAGE PERMIT

County of Carver, Minnesota, a body corporate and politic under the laws of Minnesota

The undersigned certify that they have lawfully executed this contract on behalf of Carver County as required by applicable resolutions or ordinances.

By: _____
Gayle Degler
Its: Board Chair

By: _____
Dave Hemze
Its: Board Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gayle Degler and Dave Hemze, the Board Chair and Board Clerk, respectively, of Carver County, Minnesota, a body corporate and politic under the laws of Minnesota, on behalf of Carver County.

Notary Public

SIGNATURE PAGE – AMENDMENT TO PERMANENT DRAINAGE PERMIT

CITY OF WACONIA, a Minnesota municipal corporation

The undersigned certify that they have lawfully executed this contract on behalf of the City of Waconia as required by applicable resolutions or ordinances.

By: _____
Kent Bloudek
Its: Mayor

By: _____
Jackie Schulze
Its: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

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

Notary Public

Exhibit B-1

Legal Description of Permit Area

A 30.00 foot-wide strip of land and a 40.00 foot-wide strip of land over, under and across Government Lots 2 and 3, Section 18, T. 116, R. 24, Carver County, Minnesota.

The centerline of said 30.00 foot-wide strip of land being described as:

Commencing at the southwest corner of said Section 18; thence on an assumed bearing of North 00 degrees 43 minutes 32 seconds East along the west line of said Section 18, a distance of 2,206.33 feet to the POINT OF BEGINNING of the centerline to be described; thence North 53 degrees 37 minutes 05 seconds East a distance of 279.20 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 267.17 feet; thence North 79 degrees 49 minutes 10 seconds East a distance of 154.40 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 48.31 feet; thence South 43 degrees 55 minutes 50 seconds East a distance of 100.15 feet; thence South 88 degrees 55 minutes 50 seconds East a distance of 135.74 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 90.22 feet to a point hereinafter known as **Point 'X'**; thence continuing South 77 degrees 40 minutes 50 seconds East a distance of 50.57 feet; thence South 59 degrees 56 minutes 19 seconds East a distance of 65 feet and said centerline there terminating. The sidelines of said easement are to be extended or shortened as necessary to terminate at the west line of said Section 18 and the northwesterly right-of-way line of former State Highway No. 5., respectively.

The centerline of said 40.00 foot-wide strip of land being described as:

BEGINNING at a point in the northerly line of the land described in Book 169 of Deeds, Page 409, Carver County records, said point being distant South 12 degrees 19 minutes 10 seconds West, 280.86 feet from said Point 'X'; thence North 12 degrees 19 minutes 10 seconds East a distance of 374.68 feet; thence North 42 degrees 34 minutes 32 seconds East a distance of 801.53 feet; thence North 45 degrees 23 minutes 30 seconds West a distance of 231.82; thence South 45 degrees 23 minutes 30 seconds East a distance of 231.82 feet; thence North 42 degrees 34 minutes 32 seconds East a distance of 380.32 feet; thence North 75 degrees 53 minutes 03 seconds East a distance of 277.36 feet to a point hereinafter known as **Point 'Y'**; thence North 48 degrees 44 minutes 19 seconds East a distance of 280.17 feet; thence North 27 degrees 56 minutes 51 seconds West a distance of 498.03 feet; thence North 15 degrees 42 minutes 28 seconds East a distance of 350 feet, more or less, to the north line of said Government Lot 2 and centerline there terminating. The sidelines of said strip of land are to be extended or shortened as necessary to terminate at the northerly line of the land described in said Book 169 of Deeds, Page 409 and the north line of said Government Lot 2, respectively.

AND

BEGINNING at a said **Point 'Y'**; thence South 63 degrees 11 minutes 42 seconds East a distance of 274.83 feet; thence North 78 degrees 25 minutes 47 seconds East a distance of 340.57 feet; thence North 74 degrees 40 minutes 26 seconds East a distance of 184.95 feet; thence North 77 degrees 39 minutes 15 seconds East a distance of 360 feet, more or less, to the westerly right-of-way line of County State Aid Highway No. 92 and centerline there terminating. The sidelines of said strip of land are to be extended or shortened as

necessary to terminate at the westerly right-of-way line of said County State Aid Highway No. 92.

EXCEPTING therefrom existing all of the land conveyed from Carver County to the State of Minnesota as described in Warranty Deed, Document No. A621066, dated December 23, 2015 and recorded December 23, 2015 in the Office of County Recorder, Carver County, Minnesota.

AND

A 40.00 foot-wide strip of land over, under and across that part of CARVER COUNTY RIGHT-OF-WAY PLAT NO. 9, according to the recorded plat thereof, and that part of Parcels 40 & 41 of former Trunk Highway 5, as turned back and re-conveyed by the Minnesota Department of Transportation to Carver County in Quit Claim Deed Easement, Document No. 616689, and Quit Claim Deed, Document No. 616697, both dated May 1, 2015 and recorded September 17, 2015 in the Office of the County Recorder, Carver County, Minnesota, the centerline of which is described as follows:

Commencing at the southwest corner of said Section 18; thence on an assumed bearing of North 00 degrees 43 minutes 32 seconds East a distance of 2206.33 feet along the west line of said Section 18; thence North 53 degrees 37 minutes 05 seconds East a distance of 279.20 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 267.17 feet; thence North 79 degrees 49 minutes 10 seconds East a distance of 154.40 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 48.31 feet; thence South 43 degrees 55 minutes 50 seconds East a distance of 100.15 feet; thence South 88 degrees 55 minutes 50 seconds East a distance of 135.74 feet; thence South 77 degrees 40 minutes 50 seconds East a distance of 90.22 feet to a point also known as 'Point X' and the POINT OF BEGINNING of said centerline; thence South 12 degrees 19 minutes 10 seconds West a distance of 246.18 feet; thence continuing South 12 degrees 19 minutes 10 seconds West a distance of 387.14 feet; thence South 28 degrees 39 minutes 02 seconds West a distance of 310.00 feet; thence South 29 degrees 15 minutes 36 seconds West a distance of 499.27 feet; thence South 26 degrees 32 minutes 57 seconds West a distance of 400.00 feet; thence South 31 degrees 19 minutes 36 seconds West a distance of 379.74 feet; thence South 52 degrees 13 minutes 14 seconds West a distance of 393.00 feet and said centerline there terminating.

EXCEPTING therefrom that part lying over, under and across the property described in Warranty Deed, Document No. 56761, dated October 21, 1982 and recorded October 22, 1982 in the Office of the County Recorder, Carver County, Minnesota.

Amended Diagram of Easement / Permit Area

130



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 4, 2022

Item Name: Allocation of American Rescue Act (ARPA) Funding

Originating Department: Finance

Presented by: Nicole Meyer

Previous Council Action (if any):

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

Adopt Resolution No. 2022-108, Approving Allocation of American Rescue Act (ARPA) Funding

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

Background - Provided by the League of Minnesota Cities: The American Rescue Plan Act became law in March 2021 and provides \$350 billion to state, local, and tribal governments. The purpose of the ARPA funding is to support the response to the COVID-19 public health emergency and to aid in recovery. In May 2021, the U.S. Department of Treasury published the interim final rule describing eligible and ineligible uses of funds and began to distribute funds. The Treasury sought feedback from the public on the program rules and comments received were given thoughtful consideration. On January 6, 2022 the final rule was issued providing broader flexibility and greater simplicity in the program; the final rule will replace the existing interim final rule on April 1, 2022.

According to the final rule, recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance (March 3, 2020 to December 31, 2024 or December 31, 2026, for projects in process). Under this option, the Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for ARPA’s smallest recipients.

Information About the City of Waconia's Distribution:

- Total Distribution: \$1,351,821.28
- Total Received to date: \$675,910.64
- 2nd Distribution to be made to the City in the summer of 2022
- **Funds already approved for spending in 2021:**
 - Granicus software - \$13,452.00
 - Barriers for outdoor cafes – \$22,085.00
 - Hands free faucets for water treatment facility – \$2,800.00
 - **Total: \$38,337.00**
 - **Remaining: \$1,313,484.28**

City Council and staff reviewed scenarios at work sessions regarding allocation of the remaining ARPA funding. In the most recent work session, the following allocations were discussed and are being recommended:

- Inclusive Playground Project - Allocate up to \$150,000 for this project to be completed in 2022 as specified in the City's capital improvement plan. The playground project provides outdoor space for children and families to recreate in the community for several years to come.
- Water and Sewer Infrastructure Projects in Downtown Area - Allocated remaining funds (approximately \$1,163,484.28) to reduce the amount of water and sewer debt to be issued for funding of the 2022, 2023, and 2024 infrastructure improvement projects in the downtown area. This assisting in reducing impacts to user fees for replacement of aged infrastructure.

Conclusion: The City of Waconia received under \$10 million dollars in allocation of ARPA funds. Under the final Treasury guidance, City staff recommend the ARPA funding provided to the City of Waconia be recognized as revenue lost due to the public health emergency and allocation of the funds for the government services as listed above.

Attachments:

1. [22108Res_ARPA_Funding_Allocation.doc](#)

FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:			
Coronavirus Relief/ARPA Fund (219)			
Budget Information:		Planning Commission	
	Budgeted	Parks and Recreation Board	
	☒ Non Budgeted	Safari Island Advisory Board	
	☐ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-108**

**RESOLUTION APPROVING ALLOCATION OF AMERICAN RESCUE ACT (ARPA)
FUNDING**

WHEREAS, the U.S. Department of Treasury published the final rule for American Rescue Act (ARPA) funds on January 6, 2022, with an effective date of April 1, 2022; and

WHEREAS, under the final rule recipients may elect a standard allowance of \$10 million to spend on government services through the period of performance (all funds spent by December 31, 2024); and

WHEREAS, the City of Waconia will receive a total distribution of approximately \$1,351,821.28 and recognizes this full amount as revenue lost due to the public health emergency under the final rule; and

WHEREAS, approval for the following government service expenditures were approved in 2021:

Granicus software - \$13,452 – providing online tools for council and board meetings
Barriers for outdoor cafes – \$22,085 – providing dining establishments with outdoor café space
Hands free faucets for water treatment facility – \$2,800 – providing staff hands free options at City facilities
Total: \$38,337.00

WHEREAS, the remaining allocation of \$1,313,484.28 is planned to be spent on the following government services; and

Inclusive Playground Project – Approximately \$150,000 – Add outdoor recreational space to the community for families for several years to come.

Water and Sewer Infrastructure Project – Remaining Funds of approximately \$1,163,484.28 – Fund portions of the 2022, 2023, and 2024 water and sewer infrastructure replacement in the downtown core of Waconia. This assisting in reducing impacts to user fees for replacement of aged infrastructure.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby approves the allocation of American Rescue Act (ARPA) funding as specified above.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Sorensen	_____
	Waldron	_____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 4, 2022					
Item Name:	Authorize Purchase of ATV and Trailer					
Originating Department:	Fire					
Presented by:	Justin Sorensen					
Previous Council Action (if any):	January 18th, 2022, Authorize City Staff to Obtain Pricing for ATV and Trailer					
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 2022-112, Authorizing City Staff to Purchase ATV and Trailer Replacement and related equipment, CIP Adopt Project #336						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
The ATV replacement committee has done extensive research to determine what the best piece of equipment to replace the department's Polaris Ranger 6x6 is. This unit is used to respond to grass/wildland fires and winter incidents off road and on Lake Waconia. The research included looking at different brands and types of machines and a test drive of a neighboring fire departments machine for comparison. They have researched different sizes and options of both a Polaris Ranger and a Can-Am side by side UTV type machines. The committee has recommended and staff supports the decision to pursue the Can-Am, Defender Pro Model from St. Boni Motorsports because of the larger capacity of this model over the Polaris Ranger and the unit itself, and trailer required for this machine are in stock with St. Boni Motorsports. We have planned and budgeted for the replacement of the machine, the trailer, and the pump and tank unit that is carried in the machine. The quote received from St. Boni Motorsports includes the price of the machine, installed accessories, a set of tracks for the machine, and the trade in credit for the current unit and trailer. The committee did get a price on a Polaris Ranger with similar accessories as the quoted Can-Am to be sure pricing was comparable. A comparable Polaris Ranger model with similar accessories installed that does not have the capacity of the Can-Am Defender Pro was priced at \$28,235.33 before fees. Where as the Can-Am Defender Pro is priced at \$33,498.37 before fees. They ultimately chose the Can-Am for the units' larger size and capacity for the pump, tank, and extra storage, and the locality of the dealer. The committee also researched different pump and tank units to fit this machine. Options that were considered include foam, high pressure, ultra high pressure. They ultimately chose a unit from Kimtek Corporation, both for its value and functionality. Other options were considerably higher in cost and not worth the added cost based on how much they were and the functionality that was or was not gained with the other units. Pricing for project: • St Boni Motorsports for the machine and installed accessories, tracks, trailer and trade-in. ◦ \$37,947.44 • Kimtek Corporation for the pump, tank, hose reel, and assembly. ◦ \$8,995.00 • Related Accessories - Warning lights, graphics, and possible trailer modifications. ◦ \$2,500 Total Project Cost: \$49,442.44 Staff recommends approval of these quotes at this time to avoid anticipated major price increases for the upcoming model year that would put us significantly over budget. We feel that this purchase will improve our response						

capabilities of this unit and provide reliable service for the life of this unit.

Attachments:

1. [22112res ATV_Trailer_Purchase_Resolution.docx](#)
2. [FORM_MNSTBONIPurchaseAgreement_WacFire.pdf](#)
3. [Quote- Waconia FD 03-01-22.pdf](#)

<i>FINANCIAL IMPLICATIONS:</i>		<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses:			
Capital Equipment			
Budget Information:		Planning Commission	
☒ X Budgeted		Parks and Recreation Board	
☐ Non Budgeted		Safari Island Advisory Board	
☐ Amendment Required		Other	

CITY OF WACONIA

RESOLUTION NO. 2022-112

**RESOLUTION AUTHORIZING CITY STAFF TO EXECUTE QUOTES FOR FIRE ATV
AND TRAILER REPLACEMENT**

WHEREAS, replacement of the Fire Department's ATV and Trailer is currently programmed in the 2022 CIP for \$50,000; and

WHEREAS, Fire Department Leadership agrees to ensure that their fleet of equipment is on an appropriate replacement schedule to assure technological compliance and serviceability of its equipment; and

WHEREAS, research was completed by a committee of firefighters to determine the best unit to replace the department's current ATV and trailer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia that City staff are authorized to execute quotes provided by St. Boni Motorsports and Kimtek Corporation for the replacement of the ATV and Trailer replacement project currently identified in the CIP as project #336.

Adopted and approved by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/	_____	Bloudek	_____
		Sorensen	_____
S/	_____	Pierson	_____
		Leo	_____
		Waldron	_____



MotorSportsMN.com


 4120 STEINER STREET / ST. BONIFACIUS, MN 55375
 952 446-1554 www.stboni.com

 801 LOUISIANA AVENUE S. / MINNEAPOLIS, MN 55426
 763 634-0244 www.mplsmotor.com

PURCHASE AGREEMENT

Buyer's Name (Last) Waconia Fire Dept. (First) _____ (Middle) _____
 Co-Buyer's Name (Last) _____ (First) _____ (Middle) _____
 Address 26 Maple Street South
 City Waconia State MN County _____ Zip 55387-
 Cell Phone 612-616-5176 Home Phone _____ E-Mail WacFire36@hotmail.com
 Buyer DOB _____ Buyer DL# _____ Co-Buyer DOB _____ Co-Buyer DL# _____
 Buyer Insurance Co. _____ Policy # _____ Exp Date _____
 Number 4009941 Date 03/15/2022 Business Manager Doug M. Sales Associate Jake H.

Notes: - 1 Year Can-am Limited Warranty

Vehicle Information:					Sale Price:
New	2022	TRITON	FIT 1681-2 TANDEM AXLE ALUM DECK BI-FOLD RAMP ALUM WHEELS T-JACK Aluminum	4TCSU1820NHF21016	\$8,099.00
New	2022	CAN-AM	Defender PRO LONE STAR HD10 Night Black	3JB7XAX43NK000022	\$22,999.00

Trade Information:					Payoff:	Trade Allowance:
2006	POLARIS	Ranger 700 6x6	Red		\$0.00	\$5,000.00
2007		EAGLE AUT 30-12		1E9AUT2187F182070	\$0.00	\$1,500.00

Dealer Disclaimer of Warranty and Rebates

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS." Dealer expressly disclaims all warranties, either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. All rebates to dealer, unless otherwise noted.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting the purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

NOTICE OF SALESPERSONS LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at the top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DID NOT PERFORM ACCORDING TO ITS TERMS.

Vehicle (s) Total	\$31,098.00
P.A.A. (Parts, Accessories & Apparel)	\$0.00
Parts & Accessories Installation Labor	\$10,499.37
Service Contract Term: 0	\$0.00
Freight & Preparation	\$1,360.00
Document Fee	\$125.00
License and Filing Fee	\$155.00
Commodity Surcharge	\$400.00
Sales & Transit Tax	\$810.08
Credit Card Convenience Fee 3%	\$0.00
Sub-Total	\$44,447.45
Trade Equity Total	\$6,500.00
Less Previous Payments	\$0.01
Unpaid Balance or Amount Financed	\$37,947.44

X _____

 X _____
 ACCEPTED - Sales Manager or Officer of Dealership

 X _____
 Buyer/Co-Buyer Signature Accepting Terms of Contract

KIMTEK CORPORATION

QUOTE

"HOME OF THE AFFORDABLE SKID UNIT!"

326 INDUSTRIAL PARK LANE
ORLEANS, VT 05860
Phone 1-888-546-8358 Fax 1-802-754-2300

DATE: March 1, 2022
QUOTE #: W-030122
FOR: FIRELITE Transport
Deluxe FDH-203

Quote To:

Waconia Fire Department
26 South Maple Street
Waconia, MN 55387
Aaron Sorensen
(612) 743-8367



DESCRIPTION	AMOUNT
1- FIRELITE Transport Deluxe FDH-203/ Darley-Davey High Pressure Firefighting 6.5 HP Pump/ Hannay Reel 4000 Series manual crank with 50' of 1" or 100' of 3/4" Boostlite hose / 70 gallon poly water tank/ rescue area/ hose storage area w. tailgate/ 10- 24" long Velcro D loop straps to secure long board or stokes basket to unit. 4 Quick release tie down turnbuckles to secure unit in cargo bed area supplied. <i>All to fit - Can Am Defender Pro</i>	7,250.00
1- Add Removable Hose Tray / Tool Storage Box for rescue area	785.00
1- Upgrade to Viper nozzle with pistol grip and bale	315.00
1- Crating & Shipping	645.00
<i>Shipping charges quoted do not include accessorial charges such as but not limited to: Liftgate service \$65, call prior to delivery \$25, etc. Please add these charges to your budget as you see fit. For any additional services, please call for a quote.</i>	
TOTAL	\$ 8,995.00

SALES OFFICE HOURS: MON-THURS 8AM-3PM EST

Make all checks payable to **KIMTEK CORPORATION**

If you have any questions concerning this quote, contact:

Kimball Johnson, President 1-888-546-8358 or email sales@kimtekresearch.com

A Finance Charge of 1.5% (18 Annum) Will Be Charged To Invoice Past Due 30 Days.

Prices subject to change without notice. All quotes good for up to 30 days.

THANK YOU FOR YOUR BUSINESS!



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 4, 2022
Item Name:	Award Construction Contract
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	February 7, 2022; Approve Plans and Specifications & Ordering Advertisement for Bids

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

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

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

Council Members are aware of efforts to bring forth the 2022 Infrastructure Improvement Project for consideration of completion.

On February 7th, 2022 staff obtained approval authorizing the approval of Plans and Specifications and Ordering Advertisement for bid the said improvements.

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

On March 28th, 2022 bids were received virtually via Quest and read aloud with our Engineer's and staff present. Following bids were received.

Bidder	Bid Amount
WM Mueller & Sons	\$3,671,783.82
GMH Asphalt Corporation	\$3,768,467.39
SM Hentges and Sons	\$4,126,401.85
Northdale Construction	\$4,129,448.82

The low bid received was 10% below the Engineering Estimate of \$4,077,873.75 and 12% below the highest bid received.

Attached Council will find a recommendation letter from the City Engineer.

WM Mueller has completed projects of this scale and have proven to be a responsible Contractor. Staff and City Engineer recommend award of a Construction Contract with WM Mueller & Sons for \$3,671,783.82.

Attachments:

1. [22109res Construction_Contract_2022_Imp_Res.doc](#)
2. [2022-03-29 2022 Infrastructure Improvements Award.pdf](#)

<i>FINANCIAL IMPLICATIONS:</i>		<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses: PIR, Bonds, Grants, and Assessments			
Budget Information:		Planning Commission	
☒ Budgeted		Parks and Recreation Board	
☐ Non Budgeted		Safari Island Advisory Board	
☐ Amendment Required		Other	

**CITY OF WACONIA
RESOLUTION NO. 2022-109**

**RESOLUTION AUTHORIZING APPROVAL OF CONSTRUCTION CONTRACT WITH WM MUELLER
& SONS FOR THE 2022 IMPROVEMENT PROJECT AT THE COST OF \$3,671,783.82**

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

WHEREAS, the streets listed below are programmed improvements associated with the 2022 Improvement Project; and

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

WHEREAS, bids were received virtually via quest on March 28th, 2023 at 9:00 a.m.as provided below; and

Contractor	Bid Price
WM Mueller & Sons	\$3,671,783.82
GMH Asphalt Corporation	\$3,768,467.39
S.M. Hentges & Sons	\$4,126,401.85
Northdale Construction	\$4,129,448.82

WHEREAS, WM Mueller & Sons has completed projects of this scale; proven to be a responsible Contractor and are recommended for approval of a Construction Contract.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Construction Contract with WM Mueller & Sons for the 2022 Improvement Project at the cost of \$3,671,783.82.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek _____
	Pierson _____
S/ _____	Leo _____
	Waldron _____
	Sorensen _____



March 29, 2022

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

Re: 2022 Infrastructure Improvements

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on March 29, 2022. Four bids were received and are tabulated below. The low bid was submitted by WM Mueller & Sons, Inc. from Hamburg, MN.

CONTRACTOR	TOTAL BID
Wm Mueller & Sons	\$3,671,783.82
GMH Asphalt Corporation	\$3,768,467.39
S.M. Hentges & Sons	\$4,126,401.85
Northdale Construction	\$4,129,448.82

Evaluation of the bids indicates the bidding process was competitive. The low bid submitted was 10% below the engineer's estimated amount of \$4,077,873.75 and 12% below the high bid of \$4,129,448.82.

WM Mueller has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of \$3,671,783.82 to WM Mueller & Sons, Inc. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Execute Road Fabric Quote					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		April 4, 2022; Approval of Construction Contract with WM Mueller & Sons for the 2022 Improvement Project at the Cost of \$3,671,783.82					
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-110, Approval to Execute Road Fabrics, Inc. Quote of \$39,976.20 for the 2022 Improvement Project, Oak Avenue Overlay, CIP Project 126--A							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff have utilize pavement fabric on high volume roadways since 2013 to assist in providing structural support and reducing reflective cracking in conjunction with new pavement overlay placements. Staff have experience with Road Fabrics, Inc. and wouldn't recommend an additional supplier due to past experiences. The total quantity is 13,460 Square Yards of fabric and .25 gallons of tack oil applied per-square yard, which was with-held from the asphalt portion of the 2022 Improvement Project for a cost of \$39,976.20. (see attached quote) This approval is precedent on the overall 2022 Improvement Project approval. Staff recommend approval of this request to support the efforts of improving structural support and reductions of reflective cracking through the new asphalt surfaces.							
<u>Attachments:</u>							
1. 22110res Fabric_Contract_2022_Imp_Res.doc 2. RFIQ16098(1) Road Fabrics Oak Avenue.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Bonds							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-110**

**RESOLUTION AUTHORIZING APPROVAL TO EXECUTE ROAD FABRICS, INC. QUOTE
OF \$39,976.20 FOR THE 2022 IMPROVEMENT PROJECT, OAK AVENUE OVERLAY, CIP
PROJECT 126-A**

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

WHEREAS, the streets listed below are programmed improvements associated with the 2022 Improvement Project; and

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

WHEREAS, a component of the Oak Avenue Overlay is City Managed placement of tack oil and pavement fabric by Road Fabrics, Inc. of Carol Stream, IL at a cost of \$39,976.20; and

WHEREAS, staff have incorporated pavement fabric placement in its highest volume roadways to improve structural strength and reduction of reflective cracking.

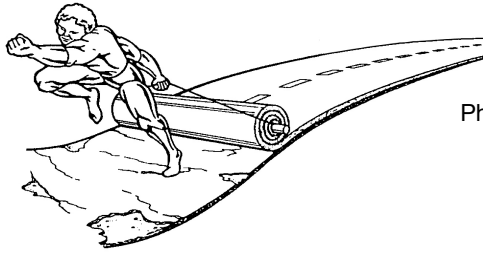
NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval to executed Road Fabrics, Inc. Quote of \$39,976.20 for the 2022 Improvement Project, Oak Avenue Overlay, CIP Project 126-A.

Adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Waldron	_____
	Sorensen	_____



Road Fabrics, Inc.

27W045 St. Charles Rd. - Carol Stream, IL. 60188 -

Phone: 630-293-3111 - Fax: 630-293-3222 - Email: larryp@roadfabrics.com

www.roadfabrics.com

QUOTE

Date	Quote #
02/11/22	RFIQ16098

Contractor: Waconia, City of

Attention: Craig Eldred

Phone: 952-442-4265

Fax:

Terms: Net 30

F.O.B. Road Fabrics

Quoted By: Larry Powers

Project: Oak Ave., Waconia, MN.

Location:

We are pleased to present you the following quote for your review. If you have any questions, please feel free to call us at your convenience.

Quantity		Description	Unit Price	Days	Tax Status	Ext. Total
1	SF	PETROTAC 4591 / PEEL & STICK / 3' x 45' / MATERIAL ONLY	\$1.50	0	Add Tax If Necessary	\$1.50
13,460	SY	MIIRAPAVE 500 With A PG64-22 Liquid Asphalt Cement Shot @ .25 GALL / SY	\$2.97	1	Add Tax If Necessary	\$39,976.20

Special Notes: 2022 FOR PETROMAT ENVIRO ADD \$1.17 SY. THE PAVING CONTRACTOR IS RESPONSIBLE FOR THE PERFORMANCE BOND, CRACKSEALING, CLEANING, TRAFFIC CONTROL, FLAGGERS AND SANDING. FOR EACH DAY OVER ONE, ADD \$2,750.00. PETROTAC 4591 IS FOB ROAD FABRICS. WIDTHS OF 12", 24" & 36" ARE AVAILABLE.

NO NIGHTWORK!! PREP WORK, CRACK SEALING, SANDING AND TRAFFIC CONTROL ARE NOT INCLUDED IN THE ABOVE PRICING.

Restocking fees of 25% are charged on ALL returns of ALL materials. Specially ordered products MAY NOT be returned. If the quotation is acceptable, please either submit a written purchase order to Road Fabrics, Inc., or sign and date the bottom of this form. Orders will not be processed unless we receive one of these documents. The signing of this form is an acknowledgement of an actual order. The quote is only valid for 21 days. Typographical errors are subject to correction.

Signature

Date

Print Name

Title



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 4, 2022					
Item Name:		Ordinance Amendment - Multi-Family Off-Street Parking Requirements					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Ordinance No. 749 amending Section 900.09 Off-Street Parking, Loading, and Access Regulations pertaining to the parking requirements for multi-family residences.							
Adopt Resolution 2022-111 approving Summary Publication of the Ordinance.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council, upon review of the proposed apartment building at 601 Industrial Blvd. West, requested the Planning Commission and City staff review the City's off-street parking requirements associated with multi-family residences. The Planning Commission and City staff discussed possible options and language at work sessions on January 6th, 2022, and February 3rd, 2022. The Planning Commission reviewed the proposed amendment and held a public hearing on March 3rd, 2022. Below is a mark up of the proposed amendment to the off-street parking requirement for multi-family (i.e. apartment) residences. 2. Multi-family residences: 2.25 spaces per unit. 1.6 spaces per 1 bedroom unit 1.8 spaces per 2 bedroom unit 2.25 spaces per 3 bedroom and 3 bedroom + units							
PUBLIC NOTICE/COMMENT:							
The notice was published in the WACONIA PATRIOT on February 17th, 2022 and posted at Waconia City Hall. Additionally, the notice was posted on the City website for review. As of the date and time of this memo the City has not received any public comments regarding the proposed ordinance amendment.							
CONCLUSION / RECOMMENDATION							
The Planning Commission, at their regular meeting on March 3rd, 2022, held the required public hearing, took all public comment and recommended approval of the proposed ordinance amendment via a 4-0 vote.							
Attachments:							
1. Ord749_Amendment_No_Off_Street_Multi_Family_Parking (1).docx 2. 22111res Approving_Summary_Publication_of_Ordinance_Amendment (3).docx							
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
ORDINANCE NO. 749
AN ORDINANCE AMENDING SECTION 900.09, SUBD. 1 REGARDING
PARKING REQUIREMENTS

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

The City of Waconia (the “City”) off street parking section of the City Code is intended to alleviate and prevent congestion of the public streets, and promote the safety and welfare of the public, by establishing minimum requirements for the off-street parking and loading and unloading of motor vehicles in accordance with the use to which the property is put. Amendment of the multiple family residence off-street parking requirement is necessary to update the required parking stalls to prevent congestion and to limit the amount of unused parking constructed for such projects.

The City Council finds it is appropriate and in the best interest of its residents to amend Section 900.09 of the Waconia City Code as set forth in this Ordinance:

AMENDMENT

Section 900.06, Subd. 1.G

The following minimum number of off-street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth:

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

SUMMARY

The following official summary of Ordinance No. 749 has been approved by a four-fifths vote of the City Council of the City of Waconia as clearly informing the public of the intent and effect of the Ordinance:

The ordinance is titled *AN ORDINANCE AMENDING SECTION 900.09, SUBD. 1.G REGARDING PARKING REQUIREMENTS*. It amends the Waconia City Code off-street parking requirements for multi-family residences.

The full text of the ordinance is available for public inspection during regular office hours at the office of the City Clerk, 201 South Vine Street, Waconia, any person may request the City to send the full text of the ordinance via standard or electronic mail by calling City Hall at (952) 442-2184.

EFFECTIVE DATE

This ordinance is effective upon publication.

Passed and adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

ATTEST: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Leo	_____
S/ _____	Pierson	_____
	Sorensen	_____
	Waldron	_____

CITY OF WACONIA
RESOLUTION NO. 2022-111

A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 749

WHEREAS, the City Council of the City of Waconia, Minnesota (the “City”) adopted Ordinance No. 749 on April 4th, 2022 (the “Ordinance”); and

WHEREAS, pursuant to Minnesota Statutes §412.191, the City may publish the title and a summary of an Ordinance instead of its full text if the summary informs the public of the intent and effect of the Ordinance and the summary is approved by a four-fifths vote of the City Council; and

WHEREAS, the City Council finds: i) the summary set forth below informs the public of the intent and effect of the Ordinance; and ii) the title and summary of the Ordinance should be published instead of the full text of the Ordinance; and

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 749 is hereby approved:
ORDINANCE NO. 749 AMENDING SECTION 900.09, SUBD. 1.G REGARDING PARKING REQUIREMENTS. It amends the Waconia City Code off-street parking requirements for multi-family residences. The full text of the ordinance is available for public inspection during regular office hours at the office of the City Clerk, 201 South Vine Street, Waconia, any person may request the City to send the full text of the ordinance via standard or electronic mail by calling City Hall at (952) 442-2184.
3. The City Administrator shall submit the Ordinance title and summary to a qualified newspaper for publication using bold type no smaller than eight points in size.

Passed and adopted by the City Council of the City of Waconia this 4th day of April, 2022.

Kent Bloudek, Mayor

Attest: _____
Shane Fineran, City Administrator

M/ _____	Bloudek	_____
	Pierson	_____
S/ _____	Leo	_____
	Sorensen	_____
	Waldron	_____