

WACONIA CITY COUNCIL MEETING AGENDA



Tuesday, February 22, 2022
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

MAYOR:	KENT BLOUDEK
COUNCILMEMBER, WARD I:	RANDALL SORENSEN
COUNCILMEMBER, WARD I:	NICOLE WALDRON
COUNCILMEMBER, WARD II:	CARL PIERSON
COUNCILMEMBER, WARD II:	PETER LEO

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

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

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

PUBLIC HEARING - Annexation Petition - 1330 Waconia Parkway South

Open Public Hearing

Motion to close the Public Hearing

Adopt Joint Resolution No. 2022-61 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Robert L Burandt Living Trust and Shelah J Burandt Living Trust for a portion the property located at 1330 Waconia Parkway South as described in Exhibit A and B.

6. **ADOPT CONSENT AGENDA**

The items listed on the Consent Agenda are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember, City

Staff, or Citizen so requests; in which case, the item will be removed from the Consent Agenda and considered at the end of the Regular Agenda.

- 1) [February 7, 2022 City Council Meeting Minutes](#)
Motion to Approve February 7, 2022 City Council Minutes
- 2) [February 22, 2022 Expenditures](#)
Payment of February 22, 2022 Expenditures
- 3) [Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred January 2022](#)
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in January 2022
- 4) [Rink Management Services Corporation Safari Island Community Center Expenditures Incurred January](#)
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in January 2022
- 5) [Contractor Pay Request #6 - L-52 Lift Station Upgrade](#)
Motion to approve Pay Estimate No. 6 to Lametti & Sons, Inc. for the L-52 Lift Station Upgrade.
- 6) [Application for Exempt Permit for Church of St. Joseph](#)
Adopt Resolution No. 2022-46, Approving Application for Exempt Permit, Church of St. Joseph
- 7) [Application for Exempt Permit Waconia Cooperstown](#)
Adopt Resolution No. 2022-47, Approving Application for Exempt Permit for Waconia Cooperstown 2022
- 8) [Approve Temporary Liquor License for Church of St Joseph](#)
Adopt Resolution 2022-48 Approving Temporary On-Sale Liquor License Applications for Church of St Joseph
- 9) [2022 Dock Slip Lease for Fire Department Boat](#)
Adopt Resolution No. 2022-49, Authorizing 2022 Dock Slip Lease for the Fire Department Boat with In Towne Marina, LLC
- 10) [Authorize American Engineering and Testing to Conduct Building Evaluations for 2023 Infrastructure Project](#)
Adopt Resolution 2022-50; Authorizing American Engineering and Testing to Conduct Building Evaluations for 2023 Downtown Infrastructure Improvement Project, CIP Project 128
- 11) [Adopt Stormwater Reuse Standardization Policy](#)
Adopt Resolution 2022-51 ; Adopting Stormwater Reuse Standardization Policy Dated February 2021
- 12) [Authorize Advertisement of Waterford Reuse Improvements](#)
Adopt Resolution 2022-52; Authorizing Advertisement of Waterford Reuse Construction Improvements, CIP Project 676
- 13) [Approve Execution of Waterford Reuse Building Envelope Design Proposal](#)
Adopt Resolution 2022-53; Approving Execution of Waterford Reuse Building Envelope Design Proposal from Oertel Architects & KFI Engineering for the Waterford Reuse Construction Improvements, CIP Project 676
- 14) [Authorize Staff to Prepare & Submit EAB MNDNR "2022 Preparing for EAB Grants Program"](#)
Adopt Resolution 2022-54, Authorize Staff to Prepare & Submit EAB MNDNR "2022 Preparing for EAB Grants Program" Application
- 15) [Authorize Waterford Park Site Plan Improvement Application Packet](#)
Adopt Resolution 2022-55; Authorizing Waterford Park Site Plan Improvement Bid Application Packet
- 16) [Redistricting Public Hearing](#)
Adopt Resolution 2022-56, Calling for a public hearing on proposed redistricting and repeal of Chapter 243.
- 17) [Delegation of Business Administrator - Electronic Funds Transfers](#)
Adopt Resolution No. 2022-57, Approving Designated Business Administrator for Electronic Funds Transfers
- 18) [Waterford 7th Addition Final Plat - JMH Land Development Company](#)
Adopt Resolution 2022-58 approving the Waterford 7th Addition Final Plat application submitted by JMH Land Development Company, which includes 63 single-family parcels and 34 townhome parcels.
- 19) [Park Board Appointments](#)
Adopt Resolution 2022-59, Appointing Park Board Alternate.

- 20) [Unify IT Compliance and Vulnerability Tracking Software](#)
Adopt Resolution 2022-60, Approving Contract with Marco for Unify IT Tracking Software.

7. COUNCIL BUSINESS

- 1.) [Snow Removal Code Violation](#)
Consider Resolution 2022-62, Approving Code Violation Invoice Amount Reduction
- 2.) [Site Plan, Design Review and Variance Applications submitted by Kaeding Architecture for the property located at 711 Pine Street South](#)
Adopt Resolution No. 2022-63 approving the Site Plan, Design Review and Variance requests to allow the construction of a 2,239 sq. ft. warehouse addition at a 6.38 ft. side yard setback and 14.7 ft. the rear yard setback versus the minimum 10 ft. side yard setback and 30 ft. rear yard setback, a variance from Section 900.09G Parking Requirements, requesting off-street parking spaces that are less than the minimum standards required and variances to expand the use of metal panels and use of wood frame building construction, which are not permitted materials in the Industrial District Design Standards.
- 3.) [Local Decision-Making Authority](#)
Adopt Resolution 2022-64 supporting housing and local decision-making authority.

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS

10. BOARD REPORTS

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

11. ANNOUNCEMENTS

12. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Growth & Annexation Review Pt. 2, Dock Moratorium Update, Commercial/Industrial Small Area Plan

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Planning Commission - March 3

City Council - March 7



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 22, 2022

Item Name: PUBLIC HEARING - Annexation Petition - 1330 Waconia Parkway South

Originating Department: Community Development

Presented by: Ethan Nelson

Previous Council Action (if any):

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

Open Public Hearing

Motion to close the Public Hearing

Adopt Joint Resolution No. 2022-61 between the City of Waconia and Waconia Township approving the Annexation Petition submitted by Robert L Burandt Living Trust and Shelah J Burandt Living Trust for a portion the property located at 1330 Waconia Parkway South as described in Exhibit A and B.

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

BACKGROUND

Robert L Burandt Living Trust and Shelah J Burandt Living Trust (the “Petitioner”) has submitted an Annexation Petition to annex a portion of 1330 Waconia Parkway South (the “Property”). The land proposed for annexation owned by Robert L Burandt Living Trust and Shelah J Burandt Living Trust is described as PID number 09.0220100 and denoted in Exhibit A and B, attached to this report. The afore-mentioned parcel is currently located in Waconia Township, Minnesota and the annexation has been submitted in association with a residential development titled The Fields 2nd Addition, by Tamarack Land Development, LLC.

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

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

Judge.

Upon application to annex by the Petitioner, staff has completed the necessary public hearing requirements. Public notice was published in the Waconia Patriot on February 10th, 2022. Public hearing notices were sent to Waconia Township and all affected property owners. As of the date of this report, no public hearing comments have been received regarding this annexation request.

Waconia Township approved the Orderly Annexation Joint Resolution at their regular meeting on January 24th, 2022.

RECOMMENDATION

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

Attachments:

1. [2261res Annexation.pdf](#)
2. [1. Location Map \(1 Page\).pdf](#)
3. [3. Public Hearing Notice \(1 Page\)](#)
4. [4. Petition to Annex \(2 Pages\)](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted
_____ Non Budgeted
_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

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

City of Waconia Resolution No. 2022-61

Township of Waconia Resolution Date: 1-24-2022

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

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

WHEREAS, the area to be annexed contains 28.409 acres and adjoins the City, is urban or suburban in character, and the City is capable of providing services, if any, required by the area within a reasonable time, and

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

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

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

3. This Joint Resolution confers jurisdiction on the chief administrative law judge over the annexation area and over the various provisions of this Joint Resolution.
4. This Joint Resolution provides for the conditions of annexation. No alteration of the stated boundaries are appropriate and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
5. There will be no change in the electric service or cost resulting from the annexation.
6. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City of Waconia may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Waconia Township may continue to levy on the annexed area for that levy year, and the City of Waconia may not levy on the annexation area until the following levy year.
7. There are no special assessments assigned by the Township to the Land and no debt incurred by the Township prior to the annexation and attributable to the Land need to be reimbursed.
8. To the extent, if any, that the annexation area contains streets or roadways, the City shall be solely responsible for any maintenance or improvements after the annexation has been ordered.
9. Tax Reimbursement. Pursuant to Minnesota Statutes §414.036, the City and the Township acknowledge that the reimbursement for taxable property has been satisfied. The Developer and Township have agreed that a single payment of \$ 14,204.50 will be made to the Township for the taxable property annexed by this Joint Resolution. The payment has already been made and a copy of the Township's receipt acknowledging payment is attached as **Exhibit C** (the "Receipt").
10. If the Minnesota Department of Transportation or the Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments requests technical corrections to the legal description attached as **Exhibit A** or the map attached as **Exhibit B**, then: i) City staff may make the requested corrections and attach revised exhibits to this Joint Resolution without further action of the City or Township; and ii) the Joint Resolution, with corrected exhibits, shall remain effective, valid, and enforceable.
11. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Waconia and the Board of Supervisors of the Township of Waconia.

Passed and adopted by the **Board of Supervisors of the Township of Waconia** this 24th day of January, 2022.

Mark Wickenhauser
Mark Wickenhauser, Chairman

ATTEST: Sue Goede - Clerk
Sue Goede, Clerk

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

Nicole Waldron, Acting Mayor

ATTEST: _____
Jackie Schulze, City Clerk

EXHIBIT A

Property Description

That part of the South Half of the Northeast Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, which lies westerly of the following described line, 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 1495.23 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 00 seconds East a distance of 1293.66 feet, more or less, to the south line of said north 26.40 feet of the South Half of the Northeast Quarter and there terminating.

Excepting therefrom the following described tracts:

Tract 1:

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 unto 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 129.83 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're terminating.

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

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

Tract 4:

That part of the West 541 feet of the South 353 feet of the Northeast Quarter of Section 22, Township 116 North, Range 25 West Carver County, Minnesota, lying northeasterly of the line 40.00 feet northeasterly of (as measured radially to and parallel with) the following described line: Commencing at the northwest corner of said Northeast Quarter of Section 22; thence south along the west line of said Northeast Quarter a distance of 1815.92 feet to a point of beginning of the line to be described; thence

southeasterly on a tangential curve, concave to the northeast having a radius of 88.51 feet, a central angle of 90 degrees 59 minutes 18 seconds, a distance of 1299.83 feet to a point on the south line of said Northeast Quarter, distant 832.75 feet easterly of the Southwest corner of said Northeast Quarter, and said line there terminating, said line being the Northeasterly right-of-way line of Carver County Highway No. 32.

Tract 5:

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

Line 1:

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

thence southeasterly a distance of 186.64 feet along the arc of a tangential curve, concave southwesterly, having a radius of 150.00 feet and a central angle of 71 degrees 17 minutes 34 seconds; thence South 0 degrees 30 minutes 58 seconds East a distance of 165.00 feet and said Line 1 there terminating.

EXHIBIT B

Map

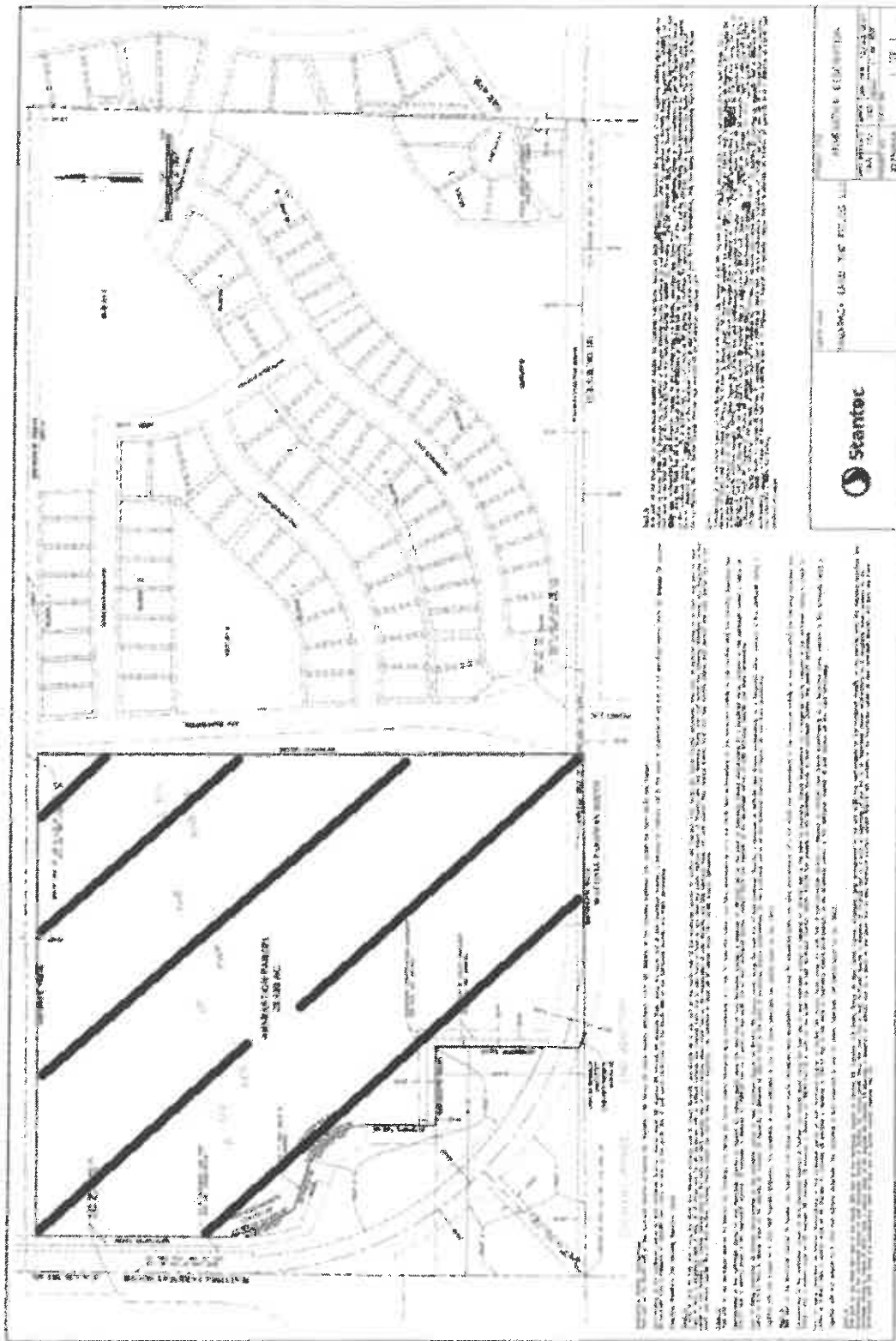


Exhibit B

EXHIBIT C

Form of Receipt

WACONIA TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

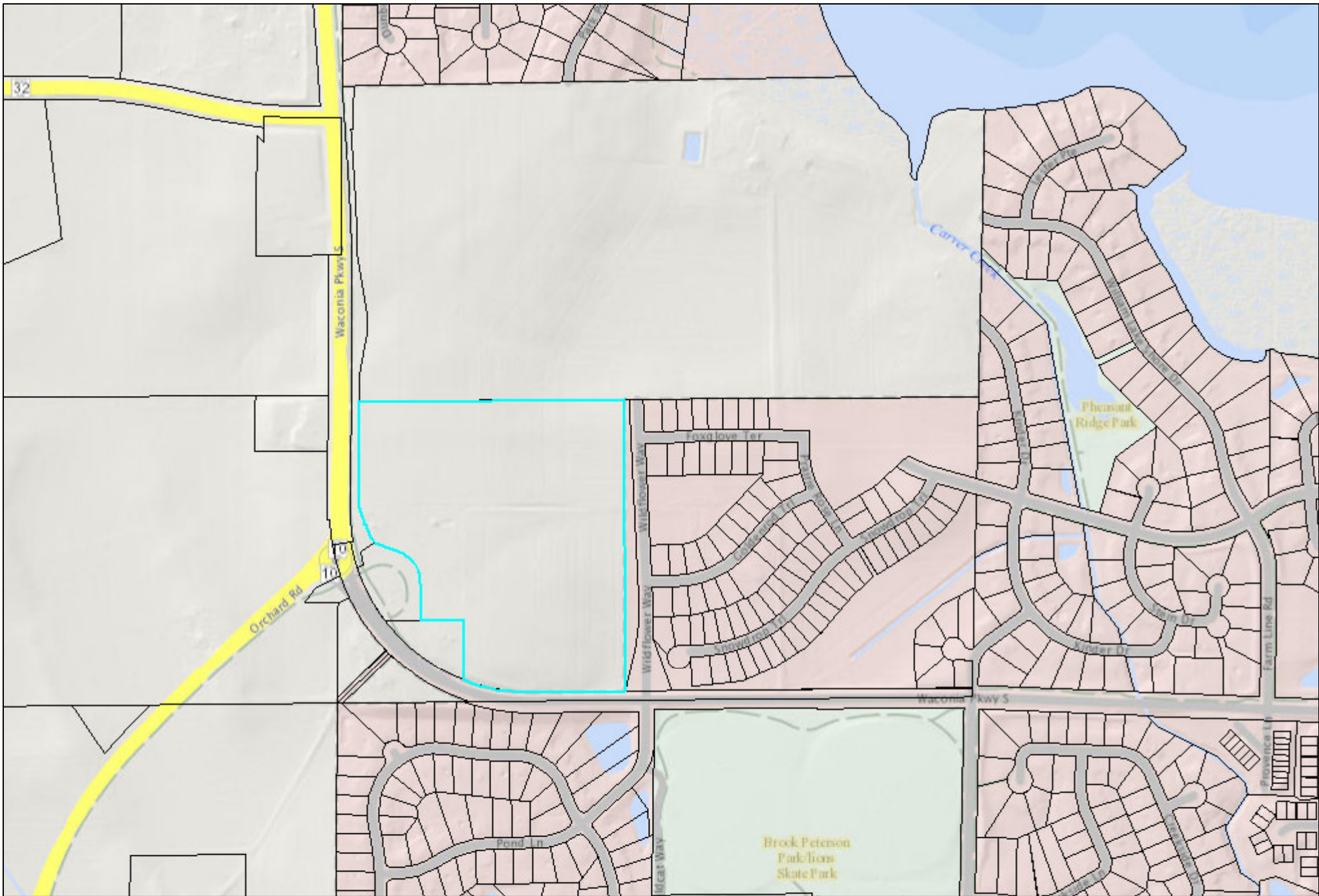
FOR ANNEXATION OF TAXABLE PROPERTY

Jan. 24th 2022

Pursuant to Minnesota Statutes Section 414.036, the Town of Waconia hereby acknowledges the receipt of a single payment of \$ 14,204.50 as reimbursement for all the taxable property being annexed to the City of Waconia as described on Exhibit A and depicted on Exhibit B attached hereto and approves the annexation of such land. There are no special assessments assigned by Waconia Township to the annexed property and no debt incurred by the Township prior to the annexation attributable to the property annexed.

Waconia Township

Mark Wickenhauser
Mark Wickenhauser, Chairman



City of Waconia

201 Vine Street South, Waconia, MN 55387

Waconia GIS

February 2022
16

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

CITY OF WACONIA

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

The land proposed for annexation is owned by Robert L Burandt Living Trust and Shelah J Burandt Living Trust and described as PID number 090220100. The parcel is located in Waconia Township, Minnesota. The land is depicted in the cross hatched area on attached Exhibit A. Legal description available upon request.

NOTICE IS FURTHER GIVEN that such hearing will be held in the Council Chambers of the City Hall in the City of Waconia at 201 Vine Street South on Tuesday, February 22nd, 2022, at 6 p.m., at which time and place the City Council as required by law will consider the proposed annexation and shall hear all persons or parties interested in this matter.

CITY OF WACONIA

Ethan Nelson, Assistant Planner

STATE OF MINNESOTA
COUNTY OF CARVER

CITY OF WACONIA
AND
TOWN OF WACONIA

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

**PETITION FOR ORDERLY ANNEXATION
PURSUANT TO MINNESOTA STATUTES
SECTION 414.0325, SUBD. 1**

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

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

1. That your Petitioners are all of the owners of the land described on **Exhibit "A"** and as depicted as **Annexation Parcel** on **Exhibit "B"** attached hereto and made a part hereof.
2. That your Petitioners desire and request that this land be annexed to the City of Waconia, Carver County, Minnesota, and included within the corporate limits of the City of Waconia, as shown as **Annexation Parcel** on said **Exhibit "B"**.
3. That this land abuts the present corporate limits of the City of Waconia, is not platted, is not now included within any municipality and does not border any other municipality.
4. That the area of the land to be annexed contains approximately 28.409 acres.
5. That the population of this land is 0.
6. That the land is urban or suburban in character and is conditioned as properly to be subject to municipal government and that annexation would be in the best interest of the City of Waconia and the Town of Waconia.
7. That the land is not subject to agricultural preserves or the expiration period as provided for in Minnesota Statutes §473H.08 has begun.
8. That your Petitioner requests that pursuant to the provisions of Minnesota Statutes Section 414.0325, Subd. 1, the City of Waconia

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

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

RESPECTFULLY SUBMITTED:

Robert L. Burandt Living Trust Dated March 8, 2005

Dated this 7 day of Jan., 2021.

Robert L. Burandt
By: Robert L. Burandt, Trustee

Dated this 7 day of Jan., 2021.

Shelah J. Burandt
By: Shelah J. Burandt, Trustee

Shelah J. Burandt Living Trust Dated March 8, 2005

Dated this 7 day of Jan., 2021.

Shelah J. Burandt
By: Shelah J. Burandt, Trustee

Dated this 7 day of Jan., 2021.

Robert L. Burandt
By: Robert L. Burandt, Trustee

Dated this 7 day of Jan., 2021.

Robert L. Burandt
By: Robert L. Burandt, Individually

Dated this 7 day of Jan., 2021.

Shelah J. Burandt
By: Shelah J. Burandt, Individually

OFFICE USE ONLY

Date Received: _____

Fee: \$ _____

Receipt #: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		February 7, 2022 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 February 7, 2022 City Council Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. February 7, 2022 Minutes.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
February 7, 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, Carl Pierson

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

2) [PLEDGE OF ALLEGIANCE](#)

3) [ADOPT AGENDA](#)

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

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

4.1 North Shore Road Discussion - Waconia Township

[North Shore Road Narrative_Waconia Township.pdf](#)

[North Shore Road_Image 1.pdf](#)

[North Shore Road_Image 2.pdf](#)

John Zimmerman, Waconia Township, shared information on what is needed to fix the problems with North Shore Road. He informed Council that he was there for any question they may have. Mayor Bloudek let him know that the road is out the councils jurisdiction so there is nothing they can do.

5) [ADOPT CONSENT AGENDA](#)

5.1 January 18, 2022 City Council Meeting Minutes

[January 18, 2022 Minutes.pdf](#)

5.2 February 7, 2022 Expenditures

[Council List-Expenditures 02.07.2022.pdf](#)

5.3 Contractor Pay Request #3 - Everson New Storage Shed

[Payment Application #03.pdf](#)

- 5.4 Contractor Pay Request #4 - Waconia Parkway South Improvements
[2022-01-28 WPS Payment #4.pdf](#)
- 5.5 Donation Acceptance - Cash Donations for Adaptive Playground Equipment
[2237res Donations_Received_Donations_for_Playground_02.07.22_Res.doc](#)
- 5.6 Accepting Donation and Pass Thru Recommendation
[2238res Gambling_Donation_Resolution.doc](#)
- 5.7 Request for Use of Streets - Children's Grief Connection
[Attachment Children's Grief Connection.pdf](#)
[Fringe Layout 2.pdf](#)
[Fringe_Tent_layout_proposed 2.pdf](#)
- 5.8 Use of Parking Lot - Waconia Brewing Company
[Waconia City Council - Shuttle Stop Request.docx](#)
- 5.9 Firefighter Resignation
[2239res Firefighter_Resignation_Resolution_final.docx](#)
- 5.10 Orchard Park 2nd Addition Final Plat - M/I Homes of Minneapolis/St. Paul, LLC
[2240res_Orchard_Park_2nd_Addn_Final_Plat.doc](#)
[Location Map_Orchard Park 2nd Addn.pdf](#)
[Orchard Park Preliminary Plat.pdf](#)
[Orchard Park 2nd Addition Final Plat.pdf](#)
[Orchard Park 2nd Addition Narrative.pdf](#)
- 5.11 Approval of 2022 Infrastructure Improvement Plans and Specifications & Authorize Advertisement for Bid
[2241res__Authorizing_Ad_for_Bids.docx](#)
[2022-01-27 2022 Project Auth Memo.pdf](#)

5.12 Execution of Carver County SHIP Grant

[2242res SHIP_Grant_Agreement_Resolution.docx](#)

[Grant Agreement - W - City of Waconia - Multi-Use Wellness Room.pdf](#)

[Project Proposal - Workplace Strategy.pdf](#)

5.13 Approval of Auditor Engagement for 2021-2022 Financial Statement Audits with Redpath and Company

[2243Res_Audit_Engagement_Redpath.doc](#)

[City of Waconia Engagement Letter 2021-2022.pdf](#)

5.14 Authorize Acquisition of Aries Closed Circuit Televising Unit

[2244res _Aries_Camera_Replacement_Res.doc](#)

[Price Sheet.pdf](#)

[Waconia MN - Pathfinder Inspection System Components 10-11-21 QT30148.doc](#)

5.15 Authorize City Staff to Apply for CCWMO Cost Share Funding Grant

[2245res CCWMO_Grant_Application_Res.doc](#)

[220201_Letter to Cities re Cost Share Funding Requests.pdf](#)

[CIP Ranking Criteria.pdf](#)

Motion by Leo, seconded by Pierson 5) ADOPT CONSENT AGENDA
MOTION carried.

6) COUNCIL BUSINESS

6.1 Fire Chief Oath and Badge Pinning

Mayor Bloudek swore in Chief Sorensen as Waconia Fire Chief.

7) ITEMS REMOVED FROM CONSENT AGENDA

8) STAFF REPORTS

9) BOARD REPORTS

Council Member Waldron: Chamber hosted State of the City.

Council Member Sorensen: School Board meeting had a large attendance in regard to wearing masks in schools. Pat Devine announced his retirement at the end of the school year.

Council Member Leo: The Polar Plunge has 422 plungers registered and over \$100,000 raised.

Council Member Pierson: Shared that 3 weeks ago he was informed he has Cancer.

Treatment will start next week. He will miss next 3 meetings but will stay engaged as he can through treatment.

Mayor Bloudek: no report.

10) **ANNOUNCEMENTS**

Open house this week for 2022 infrastructure project. Wednesday 5-7.

Park board next week February 17th

11) **ADJOURN REGULAR MEETING**

Motion by Sorensen, seconded by Leo ADJOURN REGULAR MEETING at 6:19 p.m.

MOTION carried.

Work Session: Future Transportation Projects & Funding

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Nicole Waldron, Acting Mayor

ATTEST: _____

Ann Meyerhoff, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		February 22, 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 February 22, 2022 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Council List-Expenditures 02.22.2022.pdf							
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			

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

Nicole Meyer

Nicole Meyer, Finance Director

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
ABM EQUIPMENT & SUPPLY, LLC	Safety Decal	\$29.44	Streets
ACTIVE911, INC.	Active 911 Renewal	\$585.00	Fire
AMAZON.COM	Cables	\$14.98	Technology
AMAZON.COM	Power Strips/Packaging Tape	\$90.67	Technology
AMERICAN LEGION POST 150	Senior Dining Program 3/2022	\$600.00	Central Facilities
ASCAP	2022 Music License	\$370.83	Safari Island Fund
ASPEN EQUIPMENT LLC	#48 Pin Hinge	\$70.76	Parks
ASPEN MILLS INCORPORATED	Uniform Embroidery - J. Sorensen	\$97.98	Fire
ASSURITY LIFE INSURANCE COMPANY	Premiums 12.2021	\$876.33	Payroll Liabilities
BIFFS, INC.	Portable Sanitation 12.2021	\$746.00	Parks
BOLTON & MENK, INC	2021 Infrastructure Improvements	\$379.96	PIR Fund
BOLTON & MENK, INC	2021 Infrastructure Improvements	\$224.43	Storm Water Fund
BOLTON & MENK, INC	2021 Infrastructure Improvements	\$39.61	Storm Water Fund
BOLTON & MENK, INC	2022 Improvement Project	\$22,346.40	PIR Fund
BOLTON & MENK, INC	2022 Improvement Project	\$6,815.65	Water Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$4,357.55	Water Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$6,815.65	Sewer Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$4,357.55	Sewer Utility Fund
BOLTON & MENK, INC	2022 Improvement Project	\$6,815.65	Storm Water Fund
BOLTON & MENK, INC	2022 Improvement Project	\$4,357.55	Storm Water Fund
BOLTON & MENK, INC	Apartments- 233 Olive Street S	\$564.00	PIR Fund
BOLTON & MENK, INC	Apartments Industrial Blvd Site	\$188.00	PIR Fund
BOLTON & MENK, INC	Cardinal Property Development	\$133.00	PIR Fund
BOLTON & MENK, INC	Carver County Self Storage	\$495.00	PIR Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$2,061.72	PIR Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$268.92	Water Utility Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$29.88	Water Utility Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$107.57	Sewer Utility Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$11.95	Sewer Utility Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$457.16	Storm Water Fund
BOLTON & MENK, INC	East Frontage Rd Extension	\$50.80	Storm Water Fund
BOLTON & MENK, INC	East Frontage Rd Parking Lot	\$502.00	PIR Fund
BOLTON & MENK, INC	Fields of Waconia Development	\$282.00	PIR Fund
BOLTON & MENK, INC	Highway 5 Phase II Funding Plan	\$683.00	Streets
BOLTON & MENK, INC	Interlaken 8th Addition	\$94.00	PIR Fund
BOLTON & MENK, INC	L-52 Lift Station Upgrade	\$12,131.20	Sewer Utility Fund
BOLTON & MENK, INC	L-52 Lift Station Upgrade	\$5,708.80	Sewer Utility Fund
BOLTON & MENK, INC	Legacy Village Townhomes	\$138.00	PIR Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
BOLTON & MENK, INC	Met Council I & I Surcharge	\$94.00	Sewer Utility Fund
BOLTON & MENK, INC	Miscellaneous Engineering	\$1,144.00	Administration
BOLTON & MENK, INC	Miscellaneous Engineering	\$462.00	PIR Fund
BOLTON & MENK, INC	MS4 Permit Administration	\$71.00	Storm Water Fund
BOLTON & MENK, INC	Municipal State Aid System Mgmt	\$660.33	Streets
BOLTON & MENK, INC	Municipal State Aid System Mgmt	\$98.67	Streets
BOLTON & MENK, INC	Orchard Park Development	\$165.00	PIR Fund
BOLTON & MENK, INC	Siegle Property Development	\$1,247.00	PIR Fund
BOLTON & MENK, INC	Tidal Wave Auto Spa	\$685.00	PIR Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$947.20	PIR Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$124.32	Water Utility Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$41.44	Water Utility Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$53.28	Storm Water Fund
BOLTON & MENK, INC	Waconia Parkway South Imp	\$17.76	Storm Water Fund
BOLTON & MENK, INC	Waterford Park	\$4,235.50	PIR Fund
BOLTON & MENK, INC	Waterford Park	\$9,480.84	Storm Water Fund
BOLTON & MENK, INC	Waterford Park	\$605.16	Storm Water Fund
BOLTON & MENK, INC	Woodland Creek	\$226.00	PIR Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$150,900.00	2014A GO Bond
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$28,600.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$1,144.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$35,000.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$1,450.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$26,400.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2014A Bond Payment	\$1,056.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$627,675.00	2015A GO Bond
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$75,000.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$6,847.50	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$85,000.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$7,800.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$175,000.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2015A Bond Payment	\$15,977.50	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2015C Bond Payment	\$360,275.00	2015C GO Bond
BOND TRUST SERVICES CORPORATION	2016A Bond Payment	\$514,550.00	2016A GO Bond
BOND TRUST SERVICES CORPORATION	2017A Bond Payment	\$810,725.00	2017A GO Bond
BOND TRUST SERVICES CORPORATION	2018A Bond Payment	\$104,550.00	2018A GO Bond
BOND TRUST SERVICES CORPORATION	2018A Bond Payment	\$25,000.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2018A Bond Payment	\$3,850.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2018A Bond Payment	\$25,000.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2018A Bond Payment	\$3,850.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$243,075.00	2019A GO Bond
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$75,900.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$19,305.00	Water Utility Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$110,000.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$28,925.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$39,100.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2019A Bond Payment	\$9,945.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$279,925.00	2020A GO Bond
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$110,000.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$10,800.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$30,000.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$2,725.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$15,000.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2020A Bond Payment	\$1,450.00	Storm Water Fund
BOND TRUST SERVICES CORPORATION	2020B Bond Payment	\$445,000.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2020B Bond Payment	\$74,875.00	Water Utility Fund
BOND TRUST SERVICES CORPORATION	2020B Bond Payment	\$260,000.00	Sewer Utility Fund
BOND TRUST SERVICES CORPORATION	2020B Bond Payment	\$38,000.00	Sewer Utility Fund
BRAUN INTERTEC CORPORATION	L-52 Upgrade	\$3,695.50	Sewer Utility Fund
BROCK WHITE CO	Pavedrain Blocks	\$3,397.12	Storm Water Fund
CADY BUILDING MAINTENANCE, INC.	City Facility Cleaning 01.22	\$3,195.00	Central Facilities
CADY BUILDING MAINTENANCE, INC.	Cleaning Supplies	\$252.77	Central Facilities
CAR-CO AUTO PARTS CO.	#1023 Filter	\$5.12	Fire
CAR-CO AUTO PARTS CO.	#180 Filter/#188 Blade	\$38.96	Streets
CAR-CO AUTO PARTS CO.	#187 Oil/Hyd Filter	\$69.02	Streets
CAR-CO AUTO PARTS CO.	#32 Blade/#170 Brake Fluid	\$18.62	Streets
CAR-CO AUTO PARTS CO.	#32 Fuel Filter/#40 Oil Filter	\$126.53	Streets
CAR-CO AUTO PARTS CO.	#42 Fluid Pump	\$12.09	Streets
CAR-CO AUTO PARTS CO.	#45 Filter	\$5.48	Streets
CAR-CO AUTO PARTS CO.	#50 Blade/Filter/Alarm	\$291.01	Water Utility Fund
CAR-CO AUTO PARTS CO.	Brine Maker Supplies	\$22.80	Capital Equipment Fund
CAR-CO AUTO PARTS CO.	Windex	\$77.88	Parks
CAR-CO AUTO PARTS CO.	Winter Blades	\$93.04	Streets
CAR-CO AUTO PARTS CO.	WTP 3 Hydrant Funnel	\$30.33	Water Utility Fund
CARVER COUNTY	Audit Year End Verification	\$150.00	Finance
CARVER COUNTY	Foam Disposal	\$7,000.00	Fire
CARVER COUNTY	Landshark Search	\$2.00	Administration
CARVER COUNTY	PW Annual Hazardous Waste Fee	\$125.00	Streets
CCP NI MASTER TENANT 4, LLC	Solar Electric 12/2021	\$297.85	Central Facilities
CCP NI MASTER TENANT 4, LLC	Solar Electric 12/2021	\$6.52	Water Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 12/2021	\$284.31	Sewer Utility Fund
CCP NI MASTER TENANT 4, LLC	Solar Electric 12/2021	\$136.94	Street Light Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	10250 10th St. 11.29-12.28.21	\$38.62	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 09.2021	\$583.84	Central Facilities
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 09.2021	\$461.49	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 09.2021	\$16.53	Sewer Utility Fund

CITY OF WACONIA
Council List-Expenditures
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VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 09.2021	\$5.51	Storm Water Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 09.2021	\$5.52	Street Light Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 09.2021	\$1,312.63	Ice Arena
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 11.2021	\$4,699.52	Central Facilities
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 11.2021	\$1,236.82	Water Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 11.2021	\$245.87	Sewer Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 11.2021	\$81.96	Storm Water Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 11.2021	\$81.96	Street Light Utility Fund
CENTERPOINT ENERGY RESOURCES CORP	Natural Gas Services 11.2021	\$3,627.55	Ice Arena
CINTAS CORPORATION NO. 2	CH First Aid Supplies 12.2021	\$60.60	Central Facilities
CINTAS CORPORATION NO. 2	PW First Aid Supplies 12.2021	\$114.59	Central Facilities
CINTAS CORPORATION NO. 2	PW Uniforms 11.2021	\$179.26	Streets
CINTAS CORPORATION NO. 2	PW Uniforms 11.2021	\$72.07	Parks
CINTAS CORPORATION NO. 2	PW Uniforms 11.2021	\$63.04	Water Utility Fund
CINTAS CORPORATION NO. 2	PW Uniforms 11.2021	\$63.05	Sewer Utility Fund
CINTAS CORPORATION NO. 2	PW Uniforms 11.2021	\$95.10	Storm Water Fund
CINTAS CORPORATION NO. 2	PW Uniforms 11.2021	\$3.50	Street Light Utility Fund
CITY OF BLOOMINGTON	Water Testing 01.2022	\$154.00	Water Utility Fund
CORE & MAIN	Hydrant Guard	\$546.64	Water Utility Fund
CRYSTEEL TRUCK EQUIPMENT INC	#56 Power Ground Cable	\$73.85	Streets
DOG WASTE DEPOT	Dog Waste Bags	\$193.81	Parks
DROP-N-GO INC.	UB/Mailing Processing 1.2022	\$973.26	Water Utility Fund
DROP-N-GO INC.	UB/Mailing Processing 1.2022	\$973.27	Sewer Utility Fund
DULTMEIER SALES LLC	#8017 Pressure Gauge	\$66.98	Streets
ECM PUBLISHERS INC	Publishing Fees 11.2021	\$150.66	Administration
ECM PUBLISHERS INC	Publishing Fees 11.2021	\$63.18	Planning
ECM PUBLISHERS INC	Publishing Fees 11.2021	\$126.36	PIR Fund
ECM PUBLISHERS INC	Recruitment Publishing 11.2021	\$132.25	Streets
ECM PUBLISHERS INC	Recruitment Publishing 11.2021	\$132.25	Water Utility Fund
ECM PUBLISHERS INC	Recruitment Publishing 11.2021	\$132.25	Sewer Utility Fund
ECM PUBLISHERS INC	Recruitment Publishing 11.2021	\$132.25	Storm Water Fund
EFTPS	Federal Taxes - Fire/CC 10/21	\$730.93	Payroll Liabilities
EFTPS	Federal Taxes - Fire/CC 10/21	\$2,589.81	Payroll Liabilities
EFTPS	Federal Taxes - Fire/CC 11/21	\$3,208.12	Payroll Liabilities
EFTPS	Federal Taxes - Fire/CC 12/21	\$3,103.15	Payroll Liabilities
EFTPS	Federal Taxes - Pay 01-2022	\$27,280.21	Payroll Liabilities
EFTPS	Federal Taxes - Pay 02-2022	\$27,036.33	Payroll Liabilities
EFTPS	Federal Taxes - Pay 03-2022	\$11,038.41	Payroll Liabilities
EFTPS	Federal Taxes - Pay 03-2022	\$17,034.84	Payroll Liabilities
EFTPS	Federal Taxes - Pay 25-2021	\$25,433.87	Payroll Liabilities
EVERSON HARDWARE HANK	Fire Hand Tools	\$116.94	Fire
EVERSON HARDWARE HANK	Hinge - 284 Generator Door	\$13.99	Sewer Utility Fund
EVERSON HARDWARE HANK	Plastic Sheet	\$44.99	Parks

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
EVERSON HARDWARE HANK	Plumbing Supplies	\$53.58	Streets
EVERSON HARDWARE HANK	PS Building Keys	\$69.50	Central Facilities
EVERSON HARDWARE HANK	Spray Paint	\$14.97	Parks
EVERSON HARDWARE HANK	Street Supplies	\$14.94	Streets
EVERSON HARDWARE HANK	Trash Bags/Pine-Sol	\$75.96	Water Utility Fund
EVERSON HARDWARE HANK	WTP Cleaner	\$14.99	Water Utility Fund
EVERSON HARDWARE HANK	WTP Fan	\$29.99	Water Utility Fund
EVOQUA WATER TECHNOLOGIES LLC	Bioxide Storage Lease 11.2021	\$1,996.00	Sewer Utility Fund
EVOQUA WATER TECHNOLOGIES LLC	LS Bioxide Treatment 284/SE/L5	\$10,986.25	Sewer Utility Fund
FASTENAL INDUSTRIAL & CONST	Nuts/Bolts - Watermain Stock	\$529.64	Water Utility Fund
FASTENAL INDUSTRIAL & CONST	Safety Vending Equipment 11.2021	\$665.53	Storm Water Fund
FASTENAL INDUSTRIAL & CONST	Street Supplies	\$23.54	Streets
FERGUSON ENTERPRISES, INC.	Meter Parts	\$4,154.89	Water Utility Fund
FIRE STORE/WITMER	Captain Shields	\$104.12	Fire
FIRE STORE/WITMER	Sales Tax Refund	-\$573.78	Fire
FIREHOSEDIRECT	Submersible Pump Adaptor	\$72.32	Fire
FIRST RESOURCE BANK	Grandstand Lease Purchase Pmt	\$129,004.70	2016 Lease Agreement
FOREST SAFETY INSTRUCTION	SAWW Training - LaPlant	\$1,200.00	Parks
FRANKLIN PRINTING	Custom Printing	\$45.57	Streets
GARY DOAN	Reimburse Handicap Towing	\$245.00	Streets
GOPHER STATE ONE-CALL	Utility Locate Tickets 1.2022	\$58.05	Water Utility Fund
GOPHER STATE ONE-CALL	Utility Locate Tickets 1.2022	\$58.05	Sewer Utility Fund
GRAINGER, INC.	Fire Extinguishers	\$529.83	Fire
GRAINGER, INC.	Medical Masks	\$42.60	Fire
GRAINGER, INC.	Pump - Fish House Fires	\$644.22	Fire
HACH COMPANY	Accuvacs - Iron Testing	\$80.18	Water Utility Fund
HARTMAN COMMUNITIES, LLC	Woodland Creek Util Oversize	\$97,464.00	Water Utility Fund
HARTMAN COMMUNITIES, LLC	Woodland Creek Util Oversize	\$34,004.00	Sewer Utility Fund
HEALTHPARTNERS	2021 Adjustment - E. Nelson	\$682.86	Payroll Liabilities
HEALTHPARTNERS	Medical/Dental 01.2022	\$40,170.21	Payroll Liabilities
HEALTHPARTNERS	Medical/Dental 02.2022	\$39,404.97	Payroll Liabilities
HEALTHPARTNERS	Medical/Dental Premiums 11.21	\$38,099.33	Payroll Liabilities
HEALTHPARTNERS	Medical/Dental Premiums 12.21	\$39,207.91	Payroll Liabilities
HOLIDAY GAS STATION	Command Vehicle Wash 12.2021	\$38.50	Fire
IN TOWNE MARINA	Fire Boat Slip Rental 2022	\$4,550.00	Fire
INDELCO PLASTICS CORPORATION	Brine Maker Supplies	\$137.96	Capital Equipment Fund
INTERSTATE BATTERY SYSTEMS	#49/#50 Battery	\$282.90	Sewer Utility Fund
INTERSTATE BATTERY SYSTEMS	#500 Battery	\$119.95	Storm Water Fund
INTERSTATE BATTERY SYSTEMS	Man Lift	-\$34.00	Fire
INVOICE CLOUD, INC.	CC Transaction Fees 10.2021	\$1,742.00	Finance
INVOICE CLOUD, INC.	CC Transaction Fees 12.2021	\$1,745.40	Finance
ISD #110	SI Shared Use - Repairs/Maintenance	\$35,933.57	Safari Island Fund
KAEDING ARCHITECTURE, LLC	Everson's Hardware Hank	\$280.00	PIR Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
KANSAS STATE BANK OF MANHATTAN	Exercise Equip Lease 1.2022	\$2,310.00	Safari Island Fund
KANSAS STATE BANK OF MANHATTAN	Exercise Equip Lease 11.2021	\$2,310.00	Safari Island Fund
LAMETTI & SONS, INC.	L-52 Lift Station Upgrade	\$41,809.70	Sewer Utility Fund
LANO EQUIPMENT OF LANO	#180 Fuel/Hyd Filter	\$229.81	Streets
LANO EQUIPMENT, INC.	#177 Cutting Edge/#172 Mirror/	\$309.25	Streets
LANO EQUIPMENT, INC.	#185 Cylinder Wing	\$358.40	Streets
LANO EQUIPMENT, INC.	#2041 Roller Chain/Master Link	\$37.92	Parks
LAWSON PRODUCTS INC	Shop Supplies	\$255.09	Streets
LEAGUE OF MINNESOTA CITIES	2022 Training - Fineran/Schulz	\$225.00	Fleet Fuel
MARCO TECHNOLOGIES, LLC	CH Printer Lease 01.2022	\$722.26	Central Facilities
MARCO TECHNOLOGIES, LLC	CH Printer Lease 10.21-11.21	\$422.22	Central Facilities
MARCO TECHNOLOGIES, LLC	FS/PW/SI Printer Lease	\$843.29	Central Facilities
MARCO TECHNOLOGIES, LLC	FS/PW/SI Printer Lease	\$533.15	Safari Island Fund
MARCO TECHNOLOGIES, LLC	IT Support- LOGIS VPN	\$56.25	Technology
MARCO TECHNOLOGIES, LLC	Phones & Headsets (2)	\$754.00	Technology
MARCO TECHNOLOGIES, LLC	PW Overage Fees	\$862.41	Central Facilities
MARCO TECHNOLOGIES, LLC	PW Printer Lease 01.2022	\$70.69	Water Utility Fund
MARCO TECHNOLOGIES, LLC	PW Printer Lease 01.2022	\$70.68	Sewer Utility Fund
MARCO TECHNOLOGIES, LLC	PW Printer Lease 10.2021	\$70.68	Water Utility Fund
MARCO TECHNOLOGIES, LLC	PW Printer Lease 10.2021	\$70.69	Sewer Utility Fund
MCDONALD HOPKINS LLC	Back-Up Solution Legal Fees 10	\$1,241.10	Technology
MCDONALD HOPKINS LLC	Back-Up Solution Legal Fees 11	\$535.50	Technology
MEDIACOM	SI Cable Box Fees 01.06-02.05	\$22.10	Safari Island Fund
MEDIACOM	SI Cable Box Fees 12.06-01.05	\$72.93	Safari Island Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 11.2021	\$6,396.60	Administration
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 11.2021	\$24.46	Fire
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 11.2021	\$1,497.25	PIR Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 11.2021	\$275.00	Water Utility Fund
MELCHERT HUBERT SJODIN, PLLP	City Legal Fees 11.2021	\$275.00	Sewer Utility Fund
METROPOLITAN COUNCIL	SAC Report 01.2021	\$46,742.85	Sewer Utility Fund
METROPOLITAN COUNCIL	Sewer Flow Charges 3.2022	\$83,836.95	Sewer Utility Fund
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 10.2021	\$13.08	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 10.2021	\$139.89	Safari Island Fund
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Liability 10.2021	\$2,003.03	Water Utility Fund
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Payable 1.2022	\$0.97	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Payable 1.2022	\$290.32	Safari Island Fund
MINNESOTA DEPARTMENT OF REVENUE	Sales Tax Payable 1.2022	\$1,099.71	Water Utility Fund
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Fire/CC 10/2021	\$309.95	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Fire/CC 11/2021	\$167.93	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Fire/CC 12/2021	\$207.56	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 01-2022	\$5,111.26	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 02-2022	\$5,044.62	Payroll Liabilities
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 03-2022	\$5,233.34	Payroll Liabilities

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
MINNESOTA DEPARTMENT OF REVENUE	State Taxes - Pay 25-2021	\$4,743.68	Payroll Liabilities
MN DEPARTMENT OF LABOR & INDUSTRY	2021 PW Elevator License	\$100.00	Central Facilities
MN DEPARTMENT OF LABOR & INDUSTRY	2021 SI Elevator License	\$100.00	Safari Island Fund
MN DEPARTMENT OF LABOR & INDUSTRY	2021 WTP Elevator License	\$100.00	Water Utility Fund
MN ELEVATOR INC	2022 IA Elevator Contract	\$1,789.68	Ice Arena
MN ELEVATOR INC	2022 SI Elevator Contract	\$958.19	Safari Island Fund
MN ELEVATOR INC	2022 WFD/PW Elevator Contract	\$5,591.69	Central Facilities
MN FIRE SVC CERT BOARD	8 FF Recertifications	\$200.00	Fire
MN RECREATION & PARK ASSOCIATION	Inspector Course - LaPlant	\$690.00	Parks
MN RURAL WATER ASSOCIATION	2022 MRWA Membership	\$325.00	Water Utility Fund
MN RURAL WATER ASSOCIATION	Training - Hilgers	\$250.00	Sewer Utility Fund
MN RURAL WATER ASSOCIATION	Training - Karels	\$250.00	Water Utility Fund
MN RURAL WATER ASSOCIATION	Training - Pierson	\$250.00	Water Utility Fund
MN STATE FIRE CHIEFS ASSOCIATION	Officer School - Baumann	\$305.00	Fire
MN STATE FIRE CHIEFS ASSOCIATION	Officer School - D. Rolf	\$285.00	Fire
MN STATE FIRE CHIEFS ASSOCIATION	Officer School - Gulden	\$285.00	Fire
MN STATE FIRE CHIEFS ASSOCIATION	Officer School - Noeldner	\$310.00	Fire
MN STATE PATROL	DOT Decals	\$44.50	Streets
MN VALLEY ELECTRIC COOP	Electric Service 12.2021	\$112.84	Central Facilities
MN VALLEY ELECTRIC COOP	Electric Service 12.2021	\$399.58	Sewer Utility Fund
MN VALLEY ELECTRIC COOP	Electric Service 12.2021	\$2,853.61	Street Light Utility Fund
MONEY MOVERS	SI Insurance Reimburse 10.21	\$14.75	Safari Island Fund
MONEY MOVERS	SI Insurance Reimburse 12.21	\$17.00	Safari Island Fund
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 01-2022	\$5,265.00	Payroll Liabilities
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 02-2022	\$375.00	Payroll Liabilities
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 03-2022	\$375.00	Payroll Liabilities
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 03-2022	\$2,445.00	Payroll Liabilities
NATIONWIDE RETIREMENT SOLUTIONS	EE Retirement - Pay 25-2021	\$2,285.00	Payroll Liabilities
NEOGOV	Subscription Fee 01.01-06.30	\$2,120.64	Technology
NEWMAN SIGNS	Waterford Development Signage	\$6,788.54	Streets
NORTHERN STATES POWER COMPANY, MINNESOTA	10525 10th St Electric 11.2021	\$28.38	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	10525 10th St Electric 9.2021	\$14.42	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	\$8.75	Community Safety
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	-\$381.65	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	\$7,290.32	Water Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	-\$1,877.97	Sewer Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	\$726.71	Storm Water Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	\$11,224.02	Street Light Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 09.2021	\$9,487.70	Ice Arena
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 11.2021	\$1,565.15	Central Facilities
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 11.2021	\$7,672.53	Water Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 11.2021	\$379.34	Sewer Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 11.2021	\$438.12	Storm Water Fund

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 11.2021	\$12,033.38	Street Light Utility Fund
NORTHERN STATES POWER COMPANY, MINNESOTA	Electric Services 11.2021	\$9,023.25	Ice Arena
NUSS EQUIPMENT GROUP LLC	#36 Injector	\$626.59	Streets
NUSS EQUIPMENT GROUP LLC	#40 Fan Kit/Hose	\$1,857.16	Streets
NUSS EQUIPMENT GROUP LLC	#40 Hose	\$62.57	Streets
NUSS EQUIPMENT GROUP LLC	#40 Kit/Water Pump/Thermostat	\$863.03	Streets
OFFICE OF THE SECRETARY OF STATE	Notary Renewal - Stein	\$120.00	Planning
OLD NATIONAL BANK	EE HSA Liability - Pay 01-22	\$3,869.42	Payroll Liabilities
OLD NATIONAL BANK	EE HSA Liability - Pay 02-22	\$3,869.42	Payroll Liabilities
OLD NATIONAL BANK	EE HSA Liability - Pay 03-202	\$3,929.83	Payroll Liabilities
OLD NATIONAL BANK	EE HSA Liability - Pay 25-202	\$3,506.91	Payroll Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 01-22	\$2,284.74	Payroll Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 02-2022	\$2,284.74	Payroll Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 03-2022	\$2,369.36	Payroll Liabilities
OLD NATIONAL BANK	ER HSA Liability - Pay 25-2021	\$2,261.56	Payroll Liabilities
OPG-3, INC.	Workflow Transition - GP/PIMS	\$185.00	Technology
PERA	EE Retirement - Pay 25-2021	\$15,941.40	Payroll Liabilities
PERA	EE/ER Retirement - Pay 01-2022	\$16,926.40	Payroll Liabilities
PERA	EE/ER Retirement - Pay 02-2022	\$16,676.01	Payroll Liabilities
PERA	EE/ER Retirement - Pay 03-2022	\$17,376.63	Payroll Liabilities
PINE PRODUCTS	Compost Disposal x7	\$1,925.00	Streets
PINE PRODUCTS	Mulch	\$81.00	Parks
PRECISE MRM LLC	AVL Service 4G Upgrade	\$24.24	Streets
PRECISE MRM LLC	Vehicle Data Charge 11.2021	\$516.00	Streets
QUESTICA INC	LOGIS/Questica - Connection	\$3,825.00	PIR Fund
RACHIO	Zone Controllers 1240 Night Trail	\$75.00	Water Utility Fund
RANDY'S SANITATION	CH Shredding Service 01.2022	\$30.37	Central Facilities
RECTECH OUTDOOR SOLUTIONS, LLC	#42 Valve	\$152.19	Streets
REDPATH AND COMPANY	Pesticide License - LaPlant	\$10.22	Parks
REDPATH AND COMPANY	Pesticide License - Rowe	\$10.22	Parks
RELIANCE STANDARD	Premiums 01.2022	\$1,600.58	Payroll Liabilities
RELIANCE STANDARD	Premiums 02.2022	\$1,566.42	Payroll Liabilities
RELIANCE STANDARD	Premiums 11.2021	\$1,373.59	Payroll Liabilities
RINK MANAGEMENT SERVICES CORPORATION	IA CC Reimbursement 01.22	\$1,960.20	Ice Arena
RINK MANAGEMENT SERVICES CORPORATION	IA CC Reimbursement 12.21	\$1,475.44	Ice Arena
RINK MANAGEMENT SERVICES CORPORATION	SI CC Reimbursement 01.22	\$48,565.51	Safari Island Fund
SCHINDLER ELEVATOR CORP	2022 Water Tower Elevator Contract	\$3,662.64	Water Utility Fund
SECURITY BANK WACONIA	EDA Lease Rev Safari Island	\$13,636.51	2004 Community Center Bond
SECURITY BANK WACONIA	Rev Bonds Arena Construction	\$35,811.39	2007 Ice Arena Bond
STAPLES CONTRACT & COMMERCIAL, INC.	4G Update Handling Material	\$55.10	Parks
STAPLES CONTRACT & COMMERCIAL, INC.	Post-It's/Wall Calendar	\$26.54	Administration
STAPLES CONTRACT & COMMERCIAL, INC.	Post-It's/Wall Calendar	\$28.49	Fire
STAPLES CONTRACT & COMMERCIAL, INC.	PW Break Room Supplies	\$42.80	Streets

CITY OF WACONIA
Council List-Expenditures
Meeting: February 22, 2022

VENDOR NAME	DESCRIPTION	AMOUNT	FUND / DEPARTMENT
STAPLES CONTRACT & COMMERCIAL, INC.	PW Office Supplies	\$53.93	Parks
STAPLES CONTRACT & COMMERCIAL, INC.	Toner Cartridge	\$101.75	Streets
STAPLES CONTRACT & COMMERCIAL, INC.	WTP Printer Toner	\$433.02	Water Utility Fund
STORMS WELDING & MFG INC	Welding Labor	\$129.43	Streets
SYNTECH	Fuel System Technical Support	\$42.00	Technology
TOLL COMPANY	Welding Supplies	\$230.85	Streets
TRENCHERS PLUS	RC Mower TK-52XP	\$53,950.00	Capital Equipment Fund
TRITECH SOFTWARE SYSTEMS	GP Support Plan	\$0.00	Technology
ULTIMATE SAFETY CONCEPTS, INC.	Calibration Gas	\$243.28	Fire
UNITED FARMERS COOP	Diesel Fill Discount	-\$650.40	Fleet Fuel
UNITED FARMERS COOP	Diesel Fuel Fill	\$21,506.44	Fleet Fuel
UNITED FARMERS COOP	LP Cylinder	\$50.97	Bill Back
UNITED FARMERS COOP	LP Cylinder	\$0.00	Fire
UNITED FARMERS COOP	Unleaded Fill Discount	-\$100.30	Fire
UNITED FARMERS COOP	Unleaded Fuel Fill	\$2,751.10	Fleet Fuel
UPS STORE	4G Shipping	\$51.66	Streets
UPS STORE	4G Shipping	\$45.88	Sewer Utility Fund
USA SECURITY, INC.	Badges	\$15.53	Central Facilities
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$102.52	Administration
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$457.20	Technology
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$81.26	Planning
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$189.30	Fire
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$114.36	Streets
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$188.76	Parks
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$254.00	Water Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$254.00	Sewer Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$113.86	Storm Water Fund
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$32.25	Street Light Utility Fund
VERIZON WIRELESS	City Cell/Aircard Svc 11.2021	\$41.25	Ice Arena
WALGREENS	Bacteria Testing Supplies	\$24.45	Water Utility Fund
WASTE MANAGEMENT	Street Sweeping Disposal	\$29,962.78	Storm Water Fund
WATER CONSERVATION SERVICE, INC.	Leak Locate 1.27.2022	\$393.66	Water Utility Fund
WESTERN TREE	Tree Moving Services	\$1,000.00	Parks
ZIEGLER INC	#171 Switch	\$256.23	Streets
Grand Total		\$6,255,679.49	

The above bills have been approved for payment at the regular City Council Meeting on February 22, 2022.
Authorized and ordered for payment:

Mayor

City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred January 2022					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in January 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in January 2022. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena. <u>Attachments:</u> 1. Waconia Ice Arena Bills & Applied Payments 01.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**Waconia Ice Arena
Bills and Applied Payments
January 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
Advanced Energy Partners						
	01/14/2022	Bill Payment (Check)	2672		0012 Cash - IA/RMSC	-63.07
	01/05/2022	Bill	2021-12	Solar Energy for 12/2021	4049 2 Utilities:Solar Energy	63.07
Athletica Sports Systems, INC						
	01/28/2022	Bill Payment (Check)	2684		0012 Cash - IA/RMSC	-888.54
	01/13/2022	Bill	415782	Dasher Advertisement Boards & Screws	4046 1 COGS - Advertising	888.54
Bryan Woitas - Petty Cash						
	01/07/2022	Bill Payment (Check)	2669		0012 Cash - IA/RMSC	-12.85
	12/01/2021	Bill	PC11.30.21	Rubber feet for skate trainers	4069 4 COGS - Learn to Skate	12.85
	01/14/2022	Bill Payment (Check)	2673		0012 Cash - IA/RMSC	-16.77
	01/01/2022	Bill	PC12.31.21	Water for Batteries	4023 2 Operating Supplies:Maintenance Supplies	16.77
	01/21/2022	Bill Payment (Check)	2679		0012 Cash - IA/RMSC	-287.74
	01/10/2022	Bill	PC011022	Batteries for Edgers	4029 2 Maintenance & Repairs:Equipment Repairs	287.74
	01/28/2022	Bill Payment (Check)	2685		0012 Cash - IA/RMSC	-71.90
	01/17/2022	Bill	PC1.17.22		-Split-	71.90
CD Products INC						
	01/14/2022	Bill Payment (Check)	2674		0012 Cash - IA/RMSC	-264.00
	01/01/2022	Bill	78865	Dasherboard	4046 1 COGS - Advertising	264.00
City of Waconia						
	01/14/2022	Bill Payment (Check)	2675		0012 Cash - IA/RMSC	-12,125.59
	12/31/2021	Bill	OD 12.31.21	Amount over the \$100,000 reserve for month of 12/31/21	0010 Cash - City of Waconia	12,125.59
	01/01/2022	Bill Payment (Check)			-Split-	
	07/31/2021	Journal Entry	JE 07.31.21	07.31.21 balance adjustments from the City of Waconia - AO	-Split-	14,631.42
	12/31/2021	Journal Entry	JE 12.31.21	12.31.21 balance adjustments from the City of Waconia - AO	-Split-	-22,701.93
	10/31/2021	Journal Entry	JE 10.31.21	10.31.21 balance adjustments from the City of Waconia - AO	-Split-	1,209.83
	11/30/2021	Journal Entry	JE 11.30.21	11.30.21 balance adjustments from the City of Waconia - AO	-Split-	22,759.79
Dalco						
	01/28/2022	Bill Payment (Check)	2686		0012 Cash - IA/RMSC	-422.19
	01/18/2022	Bill	3882754	Paper Towels, Bath Tissue	4023 2 Operating Supplies:Maintenance Supplies	422.19
Grainger						
	01/07/2022	Bill Payment (Check)	2670		0012 Cash - IA/RMSC	-453.10
	12/16/2021	Bill	9153741369	bulbs	4023 2 Operating Supplies:Maintenance Supplies	137.88
	12/29/2021	Bill	9163578116	Gloves and Door stop	4023 4 Operating Supplies:Office Supplies	315.22
	01/21/2022	Bill Payment (Check)	2680		0012 Cash - IA/RMSC	-95.09
	01/10/2022	Bill	9172994270	Foam strip for Zamboni	4029 2 Maintenance & Repairs:Equipment Repairs	95.09
	01/28/2022	Bill Payment (Check)	2687		0012 Cash - IA/RMSC	-188.85
	01/18/2022	Bill	9182292228	Filters	4023 2 Operating Supplies:Maintenance Supplies	326.73
	01/17/2022	Vendor Credit	9153741369		4023 2 Operating Supplies:Maintenance Supplies	-137.88
Peterson Salt & Water Treatment Co.						
	01/21/2022	Bill Payment (Check)	2681		0012 Cash - IA/RMSC	-436.01
	01/10/2022	Bill	194367	Repair water Softner	4029 2 Maintenance & Repairs:Equipment Repairs	436.01
R & R Specialties of Wisconsin Inc						
	01/14/2022	Bill Payment (Check)	2676		0012 Cash - IA/RMSC	-65.00
	01/06/2022	Bill	0074743-IN	Blade Sharpening	4029 2 Maintenance & Repairs:Equipment Repairs	65.00
Rink Management Services Corporation						
	01/07/2022	Bill Payment (Check)	2671		0012 Cash - IA/RMSC	-7,643.33

Date	Transaction Type	Num	Memo/Description	Split	Amount
12/06/2021	Bill	105569	Constant Contact; Split Charge from Bill #120621th	4046 Advertising	71.25
12/30/2021	Bill	105438	Payroll Period Ending 12/26/21; Pay Date 1/3/22; WK 01	4004 1 Contracted Payroll:Payroll	6,973.80
12/06/2021	Bill	105525	Buffer; Split Charge from Bill #120621jg	4046 Advertising	11.00
12/18/2021	Bill	105505	Principal Health Insurance 12/18/21; Billing Period 1/1 - 1/31/21	-Split-	334.06
12/06/2021	Bill	105530	Adobe; Split Charge from Bill #120621th	4046 Advertising	10.60
12/06/2021	Bill	105538	Getty Images; Split Charge from Bill #120621th	4046 Advertising	17.38
12/06/2021	Bill	105442	Intuit / QuickBooks	4053 Subscript., Memberships & Dues	180.00
12/06/2021	Bill	105558	HR Classroom; Split Charge from Bill #120621th	4004 3 Contracted Payroll:Payroll Expenses	45.24
01/14/2022	Bill Payment (Check)	2677		0012 Cash - IA/RMSC	-205.15
01/01/2022	Bill	105702	Screening Services; Paychex Statement #24429083	4004 3 Contracted Payroll:Payroll Expenses	113.87
01/01/2022	Bill	105668	Monitoring Services; Paychex Statement #24429083	4004 3 Contracted Payroll:Payroll Expenses	13.44
01/01/2022	Bill	105637	Payroll Processing Fees; WK 51	4004 3 Contracted Payroll:Payroll Expenses	77.84
01/21/2022	Bill Payment (Check)	2682		0012 Cash - IA/RMSC	-7,454.51
01/13/2022	Bill	105737	Payroll Period Ending 1/9/22; Pay Date 1/14/22; WK 03	4004 1 Contracted Payroll:Payroll	7,454.51
01/28/2022	Bill Payment (Check)	2688		0012 Cash - IA/RMSC	-3,750.00
02/01/2022	Bill	105760	February 2022 Management Fee	4069 1 Contract Services:Management Fees	3,750.00
State of Minnesota Dept of Public Safety					
01/14/2022	Bill Payment (Check)	2678		0012 Cash - IA/RMSC	-25.00
01/07/2022	Bill	M-119628	Hazardous Chemical Inventory	4025 Fees & Licenses	25.00
The Home Depot					
01/21/2022	Bill Payment (Check)	2683		0012 Cash - IA/RMSC	-90.21
01/13/2022	Bill	662976760	Trash bags, facial tissue	4023 2 Operating Supplies:Maintenance Supplies	90.21
Total Expenses:					\$ 34,558.90



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Rink Management Services Corporation Safari Island Community Center Expenditures Incurred January					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in January 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in January 2022. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center. <u>Attachments:</u> 1. Safari Island Bills & Applied Payments 01.2022.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Safari Island Community Center Fund (231)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**Safari Island Community Center
Bills and Applied Payments
January 2022**

	Date	Transaction Type	Num	Memo/Description	Split	Amount
2nd Wind Exercise Equipment	01/07/2022	Bill Payment (Check)	4138		0012 Cash - SI/RMSC	-232.48
	12/21/2021	Bill	21-069620	Repair Rowing Machine	4029 3 Maintenance & Repairs:Equipment Repairs	196.50
	12/23/2021	Bill	21-069644	Rower parts	4029 3 Maintenance & Repairs:Equipment Repairs	35.98
Cady Building Maintenance	01/21/2022	Bill Payment (Check)	4152		0012 Cash - SI/RMSC	-5,206.72
	01/01/2022	Bill	4982590	December & January Cleaning	-Split-	5,206.72
CD Products, INC	01/21/2022	Bill Payment (Check)	4153		0012 Cash - SI/RMSC	-25.77
	01/01/2022	Bill	78866	Name Tags	4023 3 Operating Supplies:Office Supplies	25.77
Dan Montague - Petty Cash	01/07/2022	Bill Payment (Check)	4139		0012 Cash - SI/RMSC	-30.00
	12/28/2021	Bill	PC122821	Ice Melt	4023 2 Operating Supplies:Maintenance Supplies	30.00
	01/14/2022	Bill Payment (Check)	4147		0012 Cash - SI/RMSC	-5.68
	01/03/2022	Bill	PC01.03.22	Fuses for spa controller	4023 2 Operating Supplies:Maintenance Supplies	5.68
	01/28/2022	Bill Payment (Check)	4160		0012 Cash - SI/RMSC	-127.25
	01/20/2022	Bill	PC1.20.22		-Split-	127.25
GK2 Promotions	01/28/2022	Bill Payment (Check)	4161		0012 Cash - SI/RMSC	-895.23
	01/24/2022	Journal Entry	vd chk 4087	to void check 4087 to GK2 Promotions; never received	-Split-	895.23
Grainger	01/07/2022	Bill Payment (Check)	4140		0012 Cash - SI/RMSC	-12.54
	12/06/2021	Bill	9142204636	Pump Room Supplies	4029 2 Maintenance & Repairs:Pool Repairs	46.92
	12/13/2021	Vendor Credit	9149214588	Refund Pipe	4029 2 Maintenance & Repairs:Pool Repairs	-34.38
Hillyard / Hutchinson	01/07/2022	Bill Payment (Check)	4141		0012 Cash - SI/RMSC	-1,591.43
	12/27/2021	Bill	604581656	Cleaning Supplies	4023 2 Operating Supplies:Maintenance Supplies	569.56
	12/27/2021	Bill	3000679911	Vacuum	4023 2 Operating Supplies:Maintenance Supplies	1,021.87
	01/14/2022	Bill Payment (Check)	4148		0012 Cash - SI/RMSC	-594.90
	01/01/2022	Bill	604588016	Ice Melt	4023 2 Operating Supplies:Maintenance Supplies	277.03
	01/03/2022	Bill	604588015	Vacuum Parts	4023 2 Operating Supplies:Maintenance Supplies	317.87
Horizon Commercial Pool Supply	01/07/2022	Bill Payment (Check)	4142		0012 Cash - SI/RMSC	-1,992.17
	12/20/2021	Bill	211214019-EO	Pool Chemicals	4075 Chemicals/Pool Supplies	1,992.17
	01/28/2022	Bill Payment (Check)	4162		0012 Cash - SI/RMSC	-2,342.51
	01/12/2022	Bill	211229005-JV	Pool Chemicals	4075 Chemicals/Pool Supplies	2,342.51
Innovative Office Solutions, LLC	01/07/2022	Bill Payment (Check)	4143		0012 Cash - SI/RMSC	-515.01
	12/29/2021	Bill	3604037	Janitorial Supplies	4023 2 Operating Supplies:Maintenance Supplies	515.01
	01/21/2022	Bill Payment (Check)	4154		0012 Cash - SI/RMSC	-26.48
	01/07/2022	Bill	3615845	Popup value pack	4023 2 Operating Supplies:Maintenance Supplies	26.48
	01/28/2022	Bill Payment (Check)	4163		0012 Cash - SI/RMSC	-799.36
	01/17/2022	Bill	IN3627500	Batteries for Facility	4023 2 Operating Supplies:Maintenance Supplies	115.73
	01/21/2022	Bill	IN3635304	Disinfectant, bandages, soap, paper towels, pens	4023 2 Operating Supplies:Maintenance Supplies	683.63
Joe's Northwoods Pest Control	01/07/2022	Bill Payment (Check)	4144		0012 Cash - SI/RMSC	-107.38
	12/28/2021	Bill	12016	Indoor Bait Stations for mice	4023 2 Operating Supplies:Maintenance Supplies	107.38
Kristi Sherlock - Expense Reimbursement	01/21/2022	Bill Payment (Check)	4155		0012 Cash - SI/RMSC	-209.00
	01/11/2022	Bill	1/11/22	Certification Reimbursement	4041 Training & Education	209.00
Limoges, Jeremy						

	Date	Transaction Type	Num	Memo/Description	Split	Amount
	01/14/2022	Bill Payment (Check)	4149		0012 Cash - SI/RMSC	-30.13
	01/03/2022	Bill	2,001,644.00	Cancelled Youth Monthly Membership	3043 Memberships	30.13
Rink Management Services Corporation						
	01/07/2022	Bill Payment (Check)	4145		0012 Cash - SI/RMSC	-22,143.23
	12/18/2021	Bill	105504	Principal Health Insurance 12/18/21; Billing Period 1/1-1/31/22	4004 2 Contracted Payroll:Health Insurance	37.14
	12/20/2021	Bill	105595	Paychex Invoice #1886061; Timeclocks & Kiosks	4004 3 Contracted Payroll:Payroll Expenses	297.24
	12/30/2021	Bill	105431	Payroll Period Ending 12/26/21; Pay Date 1/3/22; WK 01	4004 1 Contracted Payroll:Payroll	21,472.75
	12/06/2021	Bill	105524	Buffer; split charge from Bill #120621jg	4046 Advertising & Promotion	11.00
	12/06/2021	Bill	105528	Adobe; Split Charge from Bill #120621th	4046 Advertising & Promotion	10.60
	12/06/2021	Bill	105537	Getty Images; Split Charge from Bill #120621th	4046 Advertising & Promotion	17.38
	12/06/2021	Bill	105553	HR Classroom; Split Charge from Bill #120621th	4004 3 Contracted Payroll:Payroll Expenses	45.24
	12/01/2021	Bill	105508	Principal Health Insurance Billing Period 12/1-12/31/21 (new enrollment; not previously invoiced)	-Split-	71.88
	12/06/2021	Bill	105481	Intuit/QuickBooks	4053 Subscript., Memberships & Dues	180.00
	01/14/2022	Bill Payment (Check)	4150		0012 Cash - SI/RMSC	-786.28
	01/01/2022	Bill	105632	Payroll Processing Fees; WK 51	4004 3 Contracted Payroll:Payroll Expenses	398.93
	01/01/2022	Bill	105697	Screening Services; Paychex Statement #24429083	4004 3 Contracted Payroll:Payroll Expenses	113.87
	12/31/2021	Bill	105514	Principal Health Insurance Billing Period 1/1 - 1/31/22	-Split-	204.60
	01/07/2022	Bill	105663	Monitoring Services; Paychex Statement #24429083	4004 3 Contracted Payroll:Payroll Expenses	68.88
	01/21/2022	Bill Payment (Check)	4156		0012 Cash - SI/RMSC	-25,169.91
	01/13/2022	Bill	105731	Payroll Period Ending 1/9/22; Pay Date 1/14/22; WK 03	4004 1 Contracted Payroll:Payroll	25,169.91
	01/28/2022	Bill Payment (Check)	4164		0012 Cash - SI/RMSC	-4,750.00
	02/01/2022	Bill	105759	February 2022 Management Fees	4069 1 Contract Services:Management Fees	4,750.00
Seymour, Kim						
	01/28/2022	Bill Payment (Check)	4165		0012 Cash - SI/RMSC	-37.58
	01/21/2022	Bill	2,001,755.00	Refund, Senior Monthly EFT Membership	3043 Memberships	37.58
Staples Advantage						
	01/21/2022	Bill Payment (Check)	4157		0012 Cash - SI/RMSC	-190.34
	01/01/2022	Bill	8064695552	Copy paper and nitrile gloves	4023 3 Operating Supplies:Office Supplies	275.14
	11/20/2021	Vendor Credit	8064332876	Returned Ice Packs	4023 3 Operating Supplies:Office Supplies	-84.80
Steven, Julia - Expense Reimbursement						
	01/21/2022	Bill Payment (Check)	4158		0012 Cash - SI/RMSC	-14.63
	01/10/2022	Bill	EXP011022	Mileage to and from bank 1/10 - 1/14/22	4043 2 Travel & Entertainment:Travel & Mileage	14.63
	01/28/2022	Bill Payment (Check)	4166		0012 Cash - SI/RMSC	-11.70
	01/18/2022	Bill	exp1.18.22	travel to and from bank 1/18 - 1/21/22	4043 2 Travel & Entertainment:Travel & Mileage	11.70
Stotko, Jeff						
	01/21/2022	Bill Payment (Check)	4159		0012 Cash - SI/RMSC	-322.15
	01/14/2022	Bill	2,001,751.00	Cancelled March 2020 (Family Monthly)	3043 Memberships	322.15
Town & Country Glass, Inc						
	01/28/2022	Bill Payment (Check)	4167		0012 Cash - SI/RMSC	-78.16
	01/14/2022	Bill	12760	Mirror	4029 1 Maintenance & Repairs:Building Repairs	78.16
Waconia Ice Arena						
	01/14/2022	Bill Payment (Check)	4151		0012 Cash - SI/RMSC	-8,923.03
	12/17/2021	Bill	ST 11.30.21	Sales & Use tax payment for November 2021	-Split-	3,323.36
	12/09/2021	Journal Entry	Deposit	Waconia Ice Arena Summer Programming payment from City of Waconia; deposited into wrong account	-Split-	5,599.67
					Total Expenses:	\$ 77,171.05



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Contractor Pay Request #6 - L-52 Lift Station Upgrade					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve Pay Estimate No. 6 to Lametti & Sons, Inc. for the L-52 Lift Station Upgrade.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the L-52 Lift Station Upgrade and recommends payment of \$41,809.70 based on the engineering request for payment. This payment represents approximately 87.0% of the total approved contract for the project.							
<u>Attachments:</u>							
1. 2022-02-14 L52 Payment #6.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Sewer Utility Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

February 14, 2022

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

**Re: L-52 Lift Station Upgrade
Payment Request No. 6**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 6 for work completed from 1/11/2022 to 2/1/2022 on the above referenced project. The work completed includes electrical, wet well, valve vault and meter manhole work, existing wet well modification, abandonment of the existing drywell and sanitary sewer and other related items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$41,809.70** to Lametti & Sons, Inc. 100% of this requested payment is for work associated with the sanitary sewer system.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

Cc: Craig Eldred, Public Services Director
John Swanson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST

L-52 LIFT STATION UPDGRADE

CITY OF WACONIA, MN

BMI PROJECT NO. C14.120524

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,078,069.00
TOTAL, COMPLETED WORK TO DATE	\$940,206.46
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$940,206.46
RETAINED PERCENTAGE (5%)	\$47,010.32
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$893,196.14
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$851,386.44
PAY CONTRACTOR AS ESTIMATE NO. 6	\$41,809.70

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Lametti & Sons, Inc.
16028 Forest Blvd. N., P.O. Box 477
Hugo, MN 55038

By  LISA NAVIN CFO
Name Title

Date 2-11-2022

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LN, SUITE 200, CHASKA, MN 55318.

By  _____

Date 2/11/22

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.:

6

L-52 LIFT STATION UPGRADE

CITY OF WACONIA, MN

BMI PROJECT NO. C14.120524

WORK COMPLETED THROUGH: 2/1/22

ITEM NO.	ITEM	UNIT PRICE	AS BID		CURRENT ESTIMATE		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$50,000.00	1 LUMP SUM	\$50,000.00		LUMP SUM		LUMP SUM	1.00 LUMP SUM	\$50,000.00
2	TRAFFIC CONTROL	\$5,000.00	1 LUMP SUM	\$5,000.00		LUMP SUM	0.1 LUMP SUM	\$500.00	0.85 LUMP SUM	\$4,250.00
3	PRE CONSTRUCTION SURVEY	\$1,200.00	6 UNIT	\$7,200.00		UNIT		UNIT	6.00 UNIT	\$7,200.00
4	CLEAR AND GRUB	\$550.00	21 EACH	\$11,550.00		EACH		EACH	21.00 EACH	\$11,550.00
5	REMOVE CURB AND GUTTER	\$15.00	80 LF	\$1,200.00	10 LF	\$150.00		LF	10.00 LF	\$150.00
6	REMOVE CHAIN LINK FENCE	\$10.00	235 LF	\$2,350.00		LF		LF	252.00 LF	\$2,520.00
7	REMOVE CONCRETE	\$10.00	72 SF	\$720.00		SF		SF		SF
8	REMOVE WATER SERVICE - CORP STOP THRU CURB STOP	\$20.00	30 LF	\$600.00		LF		LF	30.00 LF	\$600.00
9	REMOVE WATER SERVICE - CURB STOP TO CONNECTION	\$10.00	55 LF	\$550.00		LF		LF	55.00 LF	\$550.00
10	REMOVE HEAT AND VENTILATION DUCT	\$3,500.50	1 LUMP SUM	\$3,500.50		LUMP SUM		LUMP SUM	1.00 LUMP SUM	\$3,500.50
11	SALVAGE AND REINSTALL SITE SIGN	\$200.00	1 EACH	\$200.00		EACH		EACH		EACH
12	INSTALL WET WELL	\$8,000.00	55.6 LF	\$444,800.00		LF		LF	53.00 LF	\$424,000.00
13	TOP SLAB	\$20,000.00	1 EACH	\$20,000.00		EACH		EACH	1.00 EACH	\$20,000.00
14	PLUMB WET WELL	\$35,000.00	1 LUMP SUM	\$35,000.00	0.05 LUMP SUM	\$1,750.00	0.45 LUMP SUM	\$15,750.00	1.00 LUMP SUM	\$35,000.00
15	WET WELL BALLAST	\$150.00	63 CY	\$9,450.00		CY		CY	60.00 CY	\$9,000.00
16	STRUCTURAL INVERT SLAB	\$3,141.00	1 LUMP SUM	\$3,141.00		LUMP SUM		LUMP SUM	1.00 LUMP SUM	\$3,141.00
17	INSTALL VALVE VAULT	\$51,325.00	1 EACH	\$51,325.00	0.05 EACH	\$2,566.25	0.05 EACH	\$2,566.25	0.90 EACH	\$46,192.50
18	PLUMB VALVE VAULT	\$45,000.00	1 LUMP SUM	\$45,000.00	0.15 LUMP SUM	\$6,750.00	0.1 LUMP SUM	\$4,500.00	1.00 LUMP SUM	\$45,000.00
19	METER MANHOLE	\$25,000.00	1 EACH	\$25,000.00		EACH	0.1 EACH	\$2,500.00	0.85 EACH	\$21,250.00
20	FURNISH 16" SPOOL PIECE - METER MANHOLE	\$11,500.00	1 EACH	\$11,500.00		EACH		EACH		EACH
21	MODIFY EXISTING WET WELL	\$5,000.00	1 LUMP SUM	\$5,000.00	0.95 LUMP SUM	\$4,750.00		LUMP SUM	0.95 LUMP SUM	\$4,750.00
22	CONNECT TO EXISTING WET WELL	\$8,500.00	1 EACH	\$8,500.00		EACH		EACH	1.00 EACH	\$8,500.00
23	18" PVC C900 DR 25 - TRENCHLESS SEWER	\$5,000.00	10 LF	\$50,000.00		LF		LF	10.00 LF	\$50,000.00
24	CONSOLIDATION GROUT SET UP - TRENCHLESS PIPE	\$8,000.00	1 LUMP SUM	\$8,000.00		LUMP SUM		LUMP SUM	1.00 LUMP SUM	\$8,000.00
25	CONSOLIDATION GROUT - TRENCHLESS PIPE	\$14.00	800 GAL	\$11,200.00		GAL		GAL	500.00 GAL	\$7,000.00
26	ABANDON EXISTING DRY WELL	\$9,500.00	1 LUMP SUM	\$9,500.00	0.8 LUMP SUM	\$7,600.00		LUMP SUM	0.80 LUMP SUM	\$7,600.00
27	BYPASS PUMPING	\$32,000.00	1 LUMP SUM	\$32,000.00	0.25 LUMP SUM	\$8,000.00	0.25 LUMP SUM	\$8,000.00	1.00 LUMP SUM	\$32,000.00
28	4" PVC C900 DR 25 DRAIN PIPE	\$65.00	60 LF	\$3,900.00		LF	60 LF	\$3,900.00	60.00 LF	\$3,900.00
29	4" DRAIN PIPE FITTINGS	\$10.00	150 LBS	\$1,500.00		LBS	150 LBS	\$1,500.00	150.00 LBS	\$1,500.00
30	4" DRAIN TRAP ASSEMBLY	\$1,000.00	1 EACH	\$1,000.00		EACH	1 EACH	\$1,000.00	1.00 EACH	\$1,000.00
31	4" PVC DRAIN CLEAN OUT	\$1,000.00	1 EACH	\$1,000.00		EACH	1 EACH	\$1,000.00	1.00 EACH	\$1,000.00
32	CONNECT TO EXISTING SEWER SERVICE	\$700.00	1 EACH	\$700.00		EACH	1 EACH	\$700.00	1.00 EACH	\$700.00
33	48" MANHOLE	\$450.00	35.55 LF	\$15,997.50		LF		LF	33.00 LF	\$14,850.00
34	18" PVC P5 46	\$100.00	43 LF	\$4,300.00		LF		LF	43.00 LF	\$4,300.00
35	CONSTRUCT MANHOLE OVER EXISTING PIPE	\$8,000.00	1 EACH	\$8,000.00		EACH		EACH	1.00 EACH	\$8,000.00
36	AGGREGATE BEDDING	\$38.00	35 TON	\$1,330.00		TON	35 TON	\$1,330.00	35.00 TON	\$1,330.00
37	EXTERNAL CHIMNEY SEAL	\$300.00	2 EACH	\$600.00		EACH		EACH		EACH
38	ABANDON 18" SEWER	\$80.00	18 LF	\$1,440.00	18 LF	\$1,440.00		LF	18.00 LF	\$1,440.00
39	16" PVC C905 DR 25 FORCEMAIN	\$120.00	30 LF	\$3,600.00		LF	35 LF	\$4,200.00	35.00 LF	\$4,200.00
40	16" FORCEMAIN FITTINGS	\$7.00	425 LBS	\$2,975.00		LBS	544 LBS	\$3,808.00	544.00 LBS	\$3,808.00
41	CONNECT TO EXISTING FORCEMAIN	\$800.00	1 EACH	\$800.00	1 EACH	\$800.00		EACH	1.00 EACH	\$800.00
42	ABANDON 16" FORCEMAIN	\$75.00	15 LF	\$1,125.00		LF		LF		LF
43	1" CORPORATION STOP	\$900.00	1 EACH	\$900.00		EACH		EACH	1.00 EACH	\$900.00
44	1" CURB STOP	\$950.00	1 EACH	\$950.00		EACH		EACH	1.00 EACH	\$950.00
45	1" TYPE K COPPER WATER SERVICE	\$60.00	65 LF	\$3,900.00		LF		LF	50.00 LF	\$3,000.00
46	CONNECT TO EXISTING WATER SERVICE	\$800.00	1 EACH	\$800.00		EACH		EACH	1.00 EACH	\$800.00
47	WATER SERVICE UD COVER	\$600.00	4 EACH	\$2,400.00		EACH		EACH		EACH
48	27" DRAINAGE STRUCTURE	\$1,200.00	3 EACH	\$3,600.00	1 EACH	\$1,200.00		EACH	3.00 EACH	\$3,600.00
49	12" HDPE STORM SEWER	\$75.00	157 LF	\$11,775.00		LF		LF	157.00 LF	\$11,775.00
50	12" HDPE DRAIN TILE	\$60.00	22 LF	\$1,320.00		LF	22 LF	\$1,320.00	22.00 LF	\$1,320.00
51	4" HDPE DRAIN TILE	\$45.00	38 LF	\$1,710.00		LF	38 LF	\$1,710.00	38.00 LF	\$1,710.00
52	4" HDPE CLEAN OUT	\$800.00	1 EACH	\$800.00		EACH	1 EACH	\$800.00	1.00 EACH	\$800.00
53	12" METAL FLARED END SECTION WITH RODENT GUARD	\$900.00	1 EACH	\$900.00		EACH		EACH	1.00 EACH	\$900.00
54	AGGREGATE BEDDING	\$38.00	25 TON	\$950.00		TON		TON		TON
55	RIP RAP CL III	\$80.00	5 CY	\$400.00		CY		CY	2.50 CY	\$200.00
56	COMMON EXCAVATION (EV) (P)	\$29.00	235 CY	\$6,815.00	135 CY	\$3,915.00		CY	135.00 CY	\$3,915.00
57	SUBGRADE EXCAVATION (EV)	\$30.00	20 CY	\$600.00		CY		CY		CY
58	SUBGRADE EXCAVATION REPLACEMENT MATERIAL	\$35.00	40 TON	\$1,400.00		TON		TON		TON
59	SUBGRADE PREPARATION	\$6.00	560 SY	\$3,360.00		SY		SY		SY
60	12" CLASS 5 AGGREGATE BASE	\$38.00	415 TON	\$15,770.00	133.92 TON	\$5,088.96		TON	133.92 TON	\$5,088.96
61	3" BITUMINOUS WEAR COURSE (SP9.5 WEARING COURSE - SPWEA2408)	\$110.00	100 TON	\$11,000.00		TON		TON		TON
62	COMMON EXCAVATION (EV) (P)	\$29.00	190 CY	\$5,510.00		CY		CY		CY
63	SUBGRADE EXCAVATION (EV)	\$30.00	20 CY	\$600.00		CY		CY		CY
64	SUBGRADE EXCAVATION REPLACEMENT MATERIAL	\$35.00	40 TON	\$1,400.00		TON		TON		TON
65	SUBGRADE PREPARATION	\$6.00	470 SY	\$2,820.00		SY		SY		SY
66	GEOTEXTILE FABRIC TYPE V	\$2.00	470 SY	\$940.00		SY		SY		SY
67	9" CLASS 5 AGGREGATE BASE	\$38.00	260 TON	\$9,880.00		TON		TON		TON
68	3" BITUMINOUS BASE COURSE (SP12.5 BASE COURSE-SPHWB2308)	\$130.00	80 TON	\$10,400.00		TON		TON		TON
69	1 1/2" BITUMINOUS WEAR COURSE (SP9.5 WEARING COURSE - SPWEA2408)	\$110.00	40 TON	\$4,400.00		TON		TON		TON
70	MOUNTABLE CONCRETE CURB AND GUTTER	\$55.00	80 LF	\$4,400.00		LF		LF		LF
71	INLET PROTECTION - ROCK BAG	\$300.00	2 EACH	\$600.00		EACH		EACH		EACH
72	INLET PROTECTION - BIOROLL	\$80.00	2 EACH	\$160.00		EACH		EACH	2.00 EACH	\$160.00
73	SILT FENCE	\$3.50	690 LF	\$2,415.00		LF		LF	497.00 LF	\$1,739.50
74	SILT CURTAIN	\$65.00	45 LF	\$2,925.00		LF		LF	45.00 LF	\$2,925.00
75	TOPSOIL BORROW	\$50.00	75 TON	\$3,750.00		TON		TON		TON
76	SEED AND HYDRO MULCH TYPE B (MIX 25-151)	\$3.00	555 SY	\$1,665.00		SY		SY	222.00 SY	\$666.00
77	SEED AND HYDRO MULCH TYPE B (MIX 33-261) WITH TRM CAT 3N	\$25.00	25 SY	\$625.00		SY		SY		SY
78	FURNISH AND INSTALL SWAMP WHITE OAK - 3" B&B	\$1,500.00	3 EACH	\$4,500.00		EACH		EACH		EACH
79	TEMPORARY EXISTING LIFT STATION ELECTRICAL	\$16,000.00	1 LUMP SUM	\$16,000.00		LUMP SUM		LUMP SUM	1.00 LUMP SUM	\$16,000.00
80	PERMANENT SITE ELECTRICAL	\$31,975.00	1 LUMP SUM	\$31,975.00		LUMP SUM	0.9 LUMP SUM	\$28,777.50	1.00 LUMP SUM	\$31,975.00
81	YARD LIGHT	\$3,200.00	1 LUMP SUM	\$3,200.00		LUMP SUM	1 LUMP SUM	\$3,200.00	1.00 LUMP SUM	\$3,200.00
82										
83										
84										
85										
TOTAL AMOUNT:				\$1,078,069.00		\$44,010.21		\$87,061.75		\$940,206.46



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 22, 2022					
Item Name:	Application for Exempt Permit for Church of St. Joseph					
Originating Department:	Administration					
Presented by:	Ann Meyerhoff					
Previous Council Action (if any):	The Church of St. Joseph has submitted an application for an Exempt Permit to conduct a raffle at St. Joseph Education Center, 41 East First Street, March 18, 2022.					
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. 2022-46, Approving Application for Exempt Permit, Church of St. Joseph						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
<u>Attachments:</u> 1. 2246res st. joe 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. 2022-46**

**A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT,
CHURCH OF ST. JOSEPH**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an Application for an Exempt Permit from the Church of St. Joseph; and

WHEREAS, The Church of St. Joseph has requested this application in order to conduct a Raffle at St. Joseph's Education Center, 41 East First Street, Waconia, Minnesota on Friday, March 18, 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 22nd day of January 2022.

Nicole Waldron, Acting Mayor

ATTEST: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Application for Exempt Permit Waconia Cooperstown					
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. 2022-47, Approving Application for Exempt Permit for Waconia Cooperstown 2022							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Waconia Cooperstown 2022 has submitted an application for an Exempt Permit to conduct a raffle at Hopper's Bar and Grill on April 22, 2022.							
<u>Attachments:</u>							
1. 2247res waconia cooperstown raffle.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. 2022-47**

**A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT,
WACONIA COOPERSTOWN 2022**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an Application for an Exempt Permit from Waconia Cooperstown 2022; and

WHEREAS, Waconia Cooperstown 2022 has requested this application in order to conduct a raffle at Hopper's Bar & Grill, 119 Olive St S, on Friday, April 22, 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 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

ATTEST: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Approve Temporary Liquor License for Church of St Joseph					
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 2022-48 Approving Temporary On-Sale Liquor License Applications for Church of St Joseph							
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 Church of St Joseph for an event to be held on March 18, 2022. Sale and consumption of alcoholic beverage will be limited to the Education Center Commons & Gym. Staff recommends approval of this request.							
<u>Attachments:</u>							
1. 2248res Temp On Sale Church of St Joseph.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. 2022-48**

**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 Church of St Joseph for an event to held on March 18, 2022 to be held at 41 E 1st Street.

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Education Center Commons and Gym.

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 Church of St Joseph on March 18, 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 22nd day of October, 2022.

Nicole Waldron, Acting Mayor

ATTEST: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		2022 Dock Slip Lease for Fire Department Boat					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
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. 2022-49, Authorizing 2022 Dock Slip Lease for the Fire Department Boat with In Towne Marina, LLC							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Fire Department has received the 2022 lease agreement and invoice for slip rental for 2022. The department uses the slip to store its 22' Lake Assault rescue boat on a lift throughout the summer boating season to be sure that it is immediately available to respond to emergencies on Lake Waconia. The final cost of services for the slip, which includes the installation, removal, and storage of the departments' boat lift is \$4,550.00 for 2022. The boat will need to be removed by September 2022 at the latest. <u>Attachments:</u> 1. 2249res_In_Towne_Marina_Dock_Slip_Lease(1).docx 2. WaconiaFireDept2022SlipLiftInvoice.pdf 3. 2022 Summer Slip Lease - Final.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Fire Department							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-49**

**RESOLUTION AUTHORIZING 2022 DOCK SLIP LEASE FOR FIRE DEPARTMENT
BOAT WITH IN TOWNE MARINA, LLC**

WHEREAS, Fire Department Staff budgeted for the lease of a boat slip at In Towne Marina as part of the 2022 fire department operating budget; and

WHEREAS, In Towne Marina has provided a lease agreement that allows the boat to be stored on a fire department owned lift in a slip from Mid-May until September 30, 2022.

WHEREAS, storage of the boat on Lake Waconia is critical to the timely operations of the department when an emergency occurs on the lake; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia herby authorizes the 2022 dock slip lease for the fire department's boat with In Towne Marina, LLC,

Adopted and approved by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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

In Towne Marina
PO Box 7
Waconia, MN 55387

952-442-2096

Invoice

Invoice #

SlipLift22

City of Waconia Fire Department
Attn: Finance
201 So Vine Street
Waconia, MN 55387

Date

2/10/2022

Quantity	Description	Rate	Amount
1	Annual Customer-owned Boat LIFT fees for Spring 2022 marina Installation into slip; Fall Removal from lake and Storage of lift (Outdoor Fall & Winter Storage on marina lot from October 1st, 2022 until May 1st, 2023)	1,000.00	1,000.00
1	2022 Annual Boat SLIP (Maximum-Size Slip-extra strong) for 22' Lake Assault brand Powerboat to be removed from marina docks & lot by September 30, 2022	3,550.00	3,550.00
	Customer is responsible to Insure this Boat; Lift & its' users as described on lease		
	PLEASE: Return a 2022 Signed Lease ASAP by 2/28/22		
	Provide Full payment by 4/30/22		
	Make Payment and Mail to: In Towne Marina LLC PO Box 7 Waconia MN 55387		
	Thank you!		
		Subtotal	\$4,550.00
		Tax (0.0%)	\$0.00
		Total	\$4,550.00



IN TOWNE MARINA, LLC 2022

2022 Dock SLIP Lease ~ Mid-May (Weather Permitting) to Sept. 30th, 2022



In Towne Marina LLC, does hereby lease to the undersigned customer a dock slip for the 2022 season. The customer agrees to the following for their protection and to aid In Towne Marina to provide quality service. This lease is not transferable and in no way creates a relationship of agent principal or servant master between In Towne Marina, its agents or servants to be held harmless by the undersigned and other related parties. **Customers are fully responsible and will insure their boat for:** liability, medical, legal, property, weather, damage, theft, and unforeseen incidents. Dock Slips leased and all property therein or thereon is under the custody care and control of the customer and not that of In Towne Marina, their agents or servants. If it is the judgment of In Towne Marina that the customer's boat, its docks, other boats or persons are endangered because of the condition of said customer's boat, immediate temporary repairs can be made by the marina including but not be limited to, towing boat, pumping or bailing boat, removal of boat from lake, installation of tie lines or other devices deemed advisable. Services in this regard shall be billed to and paid by Customer.

Spring 2022 Boat Arrival Arrangements

Dock Slip use dates can only be anticipated. Spring dock & buoy preparation will begin as soon as the ice is off the lake. **Customer recognizes that early or late ice out and unforeseen weather may allow slip use earlier OR later than mid-May, and will check on building progress and marina approval before bringing their boat.** Boats stored on the marina parking lot are placed first to resume parking/traffic. Boats stored indoors with the marina will be prioritized next, followed by other returning customers. Those **NEW** to the marina in 2022 will come next, because lines will need to be set-up for your slip (see "Dock Lines" below). Customers will take or arrange removal of their trailer on launch day. Summer Marina Trailer Storage Leases are mailed Spring 2022. If you would like to store your trailer with us, please return a paid trailer lease BEFORE launch to allow staff to immediately store the trailer. **NOTE: Due to MN Gamefish Opener increased traffic: NO tying into slips that weekend (Friday through Sunday).**

Late Summer Hours and Fall 2022 REQUIRED Removal Date of Boat from Space

New in 2022: Shop retail hours will be shortened in mid-to-late August as summer part-time staff head back to school. Shop retail will close for the season after Sunday, September 18th, 2022. Once closed, full-time staff will likely be around the marina most afternoons working on boat cleaning, winterization or dock removal if you need assistance. **Docked Boats must vacate NO later than Friday, September 30, 2022 to allow staff to safely dismantle and store marina and customer equipment.** Customer acknowledges strong winds/storms can make fall boat removal hazardous & will allow sufficient time to remove their boat by the end date. Unpaid invoices are to be paid before leaving for the season.

Dock Lines

***IMPORTANT* New Members** will have a **One-Time \$250 Set-up Fee** which includes parts and labor for marina-owned custom dock line usage, and account set-up. New members should plan to schedule their boats' arrival (one day minimum notice) and allow 2 daylight hours minimum for marina staff to work alone with your boat to tie and center it into its slip. The marina mostly uses ½" nylon braid line, with some ¾" nylon braid line to tie your boat, with rubber tie-downs [bungees or snubbers] at each corner, to help prevent damage to marina docks and boats. Under **normal** conditions, lines will generally last years with maintenance. The marina stores your lines to re-use the following season. **Customers recognize it is their responsibility to check their lines throughout the season for effectiveness, and will report any wear or concerns to management. Marina maintains line parts & does all line repairs at NO COST to you for both new and existing members, therefore dock lines remain marina property if customer chooses to not renew in the future.** If you change boats, there will be a line alteration fee of up to \$250.

Other Conditions

- Customers will provide a set of ignition keys to staff in case of an emergency [heavy rain events, etc.] & to provide requested services.
- Boat COVER and BILGE Pump appropriate to the boat must be provided by customer to sufficiently repel and discharge rain - (Pontoon are exempt from this requirement).
- Customer assures their boat (hull, fuel systems, etc.), and trailer is safe and operable before placing in boat slip or marina grounds.
- NO Swimming from docks/buoys or cooking on boats or docks within marina area. Customer & guests will abide by all MN & U.S law.
- For security, customer will supervise their CHILDREN and GUESTS. If arriving to boat after 10 PM, inform us before store closing.
- PARKING: On Weekends & Holidays and Busy Weekdays, ONE Vehicle is allowed on parking lot per BOAT at marina to be fair to all members.** If possible, staff helps you locate on-lot space. Extra vehicles will be asked to park on city streets.
- Marina staff must be notified BEFORE Boat is REPAIRED/SERVICED by others [during business hours only] on marina premises.
- Customer is NOT ALLOWED to refuel their boat at marina docks with portable fuel containers (for insurance reasons).**
- Customer agrees their boat is for their use only or permitted guests. NO RENTAL allowed of your boat for profit while at marina.
- Proper Conduct Policy:** We are a fun, family-oriented environment. Our expectation is respectful conduct on the premises at all times. We do not permit disrespectful conduct toward other members, guests or employees. Disrespectful conduct includes, but is not limited to language or demeanor that is vulgar, profane, indecent, offensive, hostile or threatening. Customer & guests will abide by all MN & U.S. laws, and agree to our proper conduct policy, or risk voiding this contract, with no guarantee of refund.

Important: In Towne Marina LLC is in control of all sub-letting of slips whether customer is vacating their slip or selling their boat during the season. If customer decides to sell their boat during the season, In Towne Marina will not allow seller to fill vacant space with their buyer or anyone else, as we fill all spaces from people on our waiting list who have in some cases been waiting for years. For security reasons, seller agrees they will not mention or include the marina slip on advertising and agree they will NOT physically display "For Sale" signs or similar signs on their boat. Seller must be present during all showings. We ask to be notified no later than August 1st, 2022 for any chance to receive partial slip refund. Customer agrees to pay In Towne Marina a minimum \$500 transfer fee, above and beyond the agreed upon sub-let price that In Towne Marina determines. No refund will be given for any slips vacated after August 1st, 2022. Neither payment refund, nor sub-let arrangement is guaranteed. Please ask management if you have questions

PRIVACY POLICY: Information given is kept in strictest confidence & unless dictated by law, or customer approval, never shared anywhere.

Owner Name _____ Cell (____) _____ - _____ Email _____

Spouse Name _____ Cell (____) _____ - _____ Email _____

Address _____ City _____ State _____ Zip Code _____

Powerboat/Pontoon: Make/Model/Year _____

Length (Inc. Ski Deck) _____ Width _____ Weight _____ Motor Make _____ HP _____

Circle One: Outboard / Inboard/Outboard / Other Trolling Motor on Front: Yes / No

The undersigned agrees to **return the 2022 Signed Lease with a Non-Refundable \$500 Check Payment by 10/31/2021 and Pay Remainder with Check by 1/10/2022 or Pay Remaining 3 Installment Check Payments by 1/10/2022, 2/10/2022, and Final Payment by 4/30/2022 or risk losing 2022 Space.** No Discount offered if ANY payment is late. Late fees (1.5% per month) may be charged. **ALL** payments must be made before boat is placed at marina. NO refund guaranteed if space is **NOT** used.

Owner Signature _____ **Dated** ____/____/____

Customer Keeps YELLOW Copy --- MAIL Signed WHITE Lease Copy Payable to: In Towne Marina, LLC PO Box 7, Waconia, MN 55387



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 22, 2022					
Item Name:	Authorize American Engineering and Testing to Conduct Building Evaluations for 2023 Infrastructure Project					
Originating Department:	Public Services					
Presented by:	Craig Eldred					
Previous Council Action (if any):	April 19, 2021; Approve Revised Project Schedule and Authorize Preliminary Design, Feasibility Study and Appraisal for 2022 & 2023 Improvement Project					
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 2022-50; Authorizing American Engineering and Testing to Conduct Building Evaluations for 2023 Downtown Infrastructure Improvement Project, CIP Project 128						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
Previously on April 19, 2021 Council authorized efforts to complete preliminary design, feasibility study and appraisal items related to the 2022 and 2023 Infrastructure Improvement Projects. As part of the effort to complete the necessary improvement for 2023 staff are requesting continued work with our Geotechnical Engineer's on review of the individual structures directly impacted by the 2023 improvements. American Engineering and Testing completed the geotechnical work for the downtown projects now slated for 2023 & 2024. We are requesting at this time to engage AET to review the structures located on Main Street, from Maple Street to Olive Street and Olive Street, from Main Street to First Street. Our focus is to replace the infrastructure from store front to store front, and gaining knowledge of the integrity of the individual buildings in advance of any improvements will allow staff and our Engineer's time to define items of detailed collected by AET before engagement of project delivery. Staff recommend approval of this process allowing American Engineering and Testing to complete individual structure analysis for the 2023 Infrastructure Improvement Project						
Attachments:						
1. 2250res 2023_Improvement_Project_Structural_Review_Resolution.doc						
FINANCIAL IMPLICATIONS:			ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:						
Bonding & PIR						
Budget Information:			Planning Commission			
☒ Budgeted			Parks and Recreation Board			
☐ Non Budgeted			Safari Island Advisory Board			
☐ Amendment Required			Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-50**

**RESOLUTION AUTHORIZING APPROVAL OF AMERICAN ENGINEERING AND TESTING
TO CONDUCT BUILDING EVALUATIONS FOR 2023 DOWNTOWN INFRASTRUCTURE
IMPROVEMENT PROJECT, CIP PROJECT 128**

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

WHEREAS, goals are to complete infrastructure improvements in Downtown in calendar year 2023; and

WHEREAS, engagement and review of the business and residential structures in Downtown will assist in advance knowledge of potential structural impacts; and

WHEREAS, staff are recommending American Engineering and Testing based upon their knowledge of the previous geotechnical work completed for the programmed improvements.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of American Engineering and Testing to conduct building evaluations for 2023 Downtown Infrastructure Improvement Project, CIP Project 128.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Adopt Stormwater Reuse Standardization Policy					
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 2022-51 ; Adopting Stormwater Reuse Standardization Policy Dated February 2021							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City Staff and Engineer's have worked on preparing a stormwater reuse standardization policy for some time, and have completed the final workings of this process. The City of Waconia has multiple stormwater reuse systems and continually see interest and benefits from the use of storm water for irrigation while off-setting potable drinking water operational impacts. The focus of the standardization process is two-fold; one, to make sure equipment and systems utilized and maintained by staff are of the same product types. Two, knowledge of the equipment types and equipment allow for training of one or the two systems types in this case now and going forward as additional systems are added and maintained by Utility Staff. The standards are compliant with Met Council Stormwater Reuse Guide references of California Department of Public Health's Title 22 Regulations for water reuse. Most of our current systems comply with the 2.2 MPN/100 ml when human contact is anticipated. This effort provides a 99.99% reduction in pathogens in typical storm water. It should be noted, that growth or placement of stormwater reuse in any capacity has to be sustainable and provide benefit before construction. Staff recommends Council approval of this acceptance of standards for stormwater reuse. Attachments: 1. 2251res Stormwater_Reuse_Standarization_Policy_Res.doc 2. 2021-02-08 120525 Final Stormwater Reuse Report with Appendices.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Storm Water Engineering							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-51**

**RESOLUTION AUTHORIZING APPROVAL OF STORMWAER REUSE STANDARDIZATION
POLICY DATED FEBRUARY, 2021**

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

WHEREAS, staff and Engineer’s work for a couple of years to prepare a standardization policy for stormwater reuse; and

WHEREAS standardizing equipment and materials assist in cost-effective training and knowledge of equipment utilized for all systems installed; and

WHEREAS, the design of the reuse standardization meets Met Council Stormwater Guide references and California Department of Public Health’s Title 22 Regulations.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of stormwater reuse standardization policy dated February, 2021.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



Real People. Real Solutions.

Stormwater Reuse Standardization Policy

City of Waconia

February 2021



Submitted by:

Bolton & Menk, Inc.
2638 Shadow Lane
Suite 200
Chaska, MN 55318

Certification

Stormwater Reuse Standardization Policy

City of Waconia
Waconia, MN
C14.120525

February 2021

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 
Kenneth Adolf, P.E.
License No. 12048

Date: February 8, 2021

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Appendix

A. Stormwater Reuse Ordinance

B. Stormwater Drainage and Reuse Agreement

C. Figures

Figure 1 - Typical Wetwell Pumping Station

Figure 2 - Typical Pump Skid Station

Figure 3 - Typical Section Stormwater Pond

Figure 4 - 10th Street/Highway 5 Reuse Equipment Building

Figure 5 - Hunters Crossing Reuse Equipment Building

Figure 6 - Hunters Crossing Reuse Pump Station

D. Construction Details - Stormwater Reuse Details

C-101 - Plastic Valve Box (For Turf Areas)

C-102 - Isolation Valve - 2.5" and Smaller

C-103 - Blowoff in Precast Concrete Handhole

C-104 - Blowoff

C-105 - Blowoff and Connection Box

C-106 - Meter Box Detail

E. Construction Details - Watermain Details (Also Used for Stormwater Reuse)

9-200 - PVC Trench

9-207 - Concrete Thrust Blocks

9-303 - Tracer Wire Access Box

9-305 - In-Line Tracer Wire Splice

9-306 - Grounding Anode

9-313 - Tracer Wire System Schematic

9-400 - Gate Valve Adaptor

9-401 - Gate Valve Box Alignment Device

9-402 - Gate Valve Box Installation

9-601 - Cathodic Protection Pipe Joint Bonding

9-602 - Cathodic Protection Thermite Welding

9-603 - Cathodic Protection Galvanic Anode Splice

9-604 - Cathodic Protection Reference Electrode

9-605 - Cathodic Protection Test Station

I. GENERAL

The Stormwater Reuse Standardization Policy is intended to provide standards for the design and construction of facilities for the reuse of stormwater for irrigation.

The goals of stormwater reuse for irrigation include:

- Reduce the demand on the City's potable water system from lawn sprinkling which reduces the need and related costs of future water system expansions.
- Manage future demands on groundwater to ensure adequate supply into the future.
- Reduce flooding potential.
- Reduce the volume and mass loading of pollutants contained in stormwater discharging to surface waters.
- Create a beneficial use for stormwater.

Stormwater reuse is also an effective method for complying with Carver County Water Management Organization's (CCWMO) rules for controlling the increase in the volume of storm runoff that results from development and related addition of impervious areas.

The City of Waconia is a leader in Minnesota on implementing stormwater reuse for irrigation. The City currently has several systems that provide stormwater for reuse for lawn sprinkling. In general, it is anticipated that the City will operate and maintain future reuse systems. This Policy will establish equipment standards to simplify operation and maintenance of the facilities and to reduce the spare parts inventory for the City.

The purpose of individual reuse systems vary and generally are in the following categories:

1. Systems with the primary purpose of disposal of stormwater to reduce stormwater runoff volume to comply with CCWMO rules.
2. Systems that supply irrigation water to reduce the demand on the potable water system in addition to reducing runoff volumes.
3. Systems that convey stormwater from individual developments to existing City reuse systems. Conveyance may require pumping from the on-site stormwater basin to the existing reuse system storage facility. The benefit to the development is that the stormwater volume control and water quality treatment is provided off-site. This reduces on-site volume control facilities such as infiltration basins and allows this area to be developed. The benefit to the City is that the additional water supply enhances the reliability of the reuse system and allows expansion of the reuse water irrigation service area.

To help defray the costs of establishing, constructing and maintaining stormwater reuse systems, the City has established connection charges and consumption charges. The connection charge is a cost paid by individual developments to allow the stormwater to be discharged offsite to the water reuse systems for treatment and volume reduction as required by CCWMD rules. The consumption charge is the cost paid by individual properties for the volume of reuse water supplied by the reuse system for its irrigation system. This is very similar to the charge for water usage from the potable water system. The policies and procedures for the stormwater reuse charges are detailed in the Stormwater Drainage and Reuse Agreement and the Stormwater Reuse Ordinance which are included in the Appendix.

A preliminary engineering study is required to evaluate the costs, benefits and overall feasibility of a stormwater reuse system.

A stormwater reuse system consists of the following components:

1. Pumping Equipment
2. Reuse Water Storage
3. Treatment and Disinfection
4. Reuse Water Distribution System
5. Irrigation System
6. Storm Sewer System

The above components except for the storm sewer are discussed in the following Sections. Storm sewer is required to convey storm runoff to the storage and it only requires typical design standards.

II. PUMPING EQUIPMENT

A. General

Pumps are required to pump the stormwater from storage and to convey it through the distribution system to the individual irrigation systems at adequate water pressure. Pumping equipment includes a control system which in general monitors the demand flow and pressure in the system and adjusts the pumps to supply the demand.

B. Stormwater Supply

The first step in the evaluation of a stormwater reuse system is determining if the supply of stormwater will be adequate to provide water to the area that is to be irrigated with reasonable reliability. Impervious surface area is required to generate the volume of storm runoff for irrigation. The Metropolitan Council's Stormwater Reuse Guide has a Water Balance Tool which is a spreadsheet. This takes inputs of impervious area within the drainage area and the area proposed for irrigation and calculates the average percentage of weeks for which the reuse system will meet typical sprinkling demand. This is based on the most current precipitation data for the metro area projected over a 30-year period. For the balance of the weeks, the irrigation demand will need to be provided by a supplemental water source such as from the potable water supply or a groundwater well.

In general, the reliability of the reuse systems to meet demand should be over 50 percent. This is not critical for reuse systems with the primary purpose of providing volume control to comply with CCWMO rules and that can irrigate only when stormwater supply is available.

C. Pump Station Type

1. Wetwell Station

Pumping equipment for reuse systems is available in two general categories. Both utilize pumps with variable frequency drives (VFDs) which adjust the pumping rate to meet variable demand rates. Reuse systems do not have storage tanks like the potable water systems which requires that the entire demand be supplied by pumping.

A wetwell pumping station is similar to a typical sanitary lift station. It consists of a precast concrete wetwell structure that receives water flow by gravity from storage. Submersible pumps convey the stormwater from the wetwell to the reuse distribution system and individual irrigation systems. An example of this station type is shown on Figure 1. The pumping equipment and electrical controls are available as a package.

Waconia currently (2021) has three reuse systems of this type with the pumping

equipment and controls provided by Flowtronex. These systems are the 10th Street/Highway 5, Hunters Crossing and Bayview systems.

2. Pump Skid Station

This station type has the submersible pumps mounted on a skid with wheels which is placed on the pond bottom. A flexible pipe connects the skid to the controls enclosure. The pump skid eliminates the need for a wetwell but otherwise this station operates the same as a wetwell station. The significant difference is that the pump skid needs to be removed from the pond every fall and replaced every spring. An example of this system type is shown on Figure 2.

The City currently (2021) has a system of this type at the Crosswinds subdivision stormwater pond. This pumping system is a BlackMax system manufactured by Watertronics.

3. Required Pumping Equipment

The wetwell pumping station is the preferred station type primarily because the annual pump skid removal and replacement is not required. This station type is required for higher capacity reuse systems that may also provide disinfection treatment of the stormwater. The pump skid system will be considered for approval for smaller capacity systems.

To provide uniformity with existing reuse systems the pumping equipment shall be as manufactured by Flowtronex and Watertronics. It is anticipated that reuse pumping equipment designs will evolve over time and that other manufacturers may become available. Alternatives may be considered for City approval. An absolute requirement is that parts and service for the station are available with a Twin Cities metro area firm.

4. Design Criteria

Compared to potable water systems which have storage tanks to supplement pumping capacity during peak demand, the reuse pumping system must meet peak demand entirely by pumping. In addition, it must also accommodate minimum demand.

Peak demand results when the maximum number of irrigation system zones and sprinkler heads are in service. Ideally the irrigation system controls stagger the individual zone use over time so the demand rate is relatively uniform. This is easily controlled if there is a single user but more difficult with multiple users which could result in a wide range in demand rates.

The wide range in pumping rates is accomplished by use of pumps with variable frequency drives (VFDs) in the controls that adjust the pump speed and capacity to meet varying demand. Two or more pumps of varying capacities are typically required to provide the full range of demand rates.

The pumping station needs to provide a minimum of 45 psi of pressure throughout the reuse distribution system during peak demand.

Irrigation demand calculations and pump total dynamic head (TDH) calculations shall be provided to the City for review and approval.

5. Control System

Controls shall be an industrial grade PLC operator interface with software programming written specifically for the pumping station's intended use. Pumps will start on a pressure drop and send pressurized water through an automatic self-cleaning filter. A flow sensor will totalize all water pumped. The controls will

provide flow-based pressure regulation to maintain stable discharge pressure with varying irrigation demand.

The system shall monitor and provide alarms for low pressure, high pressure, individual motor overload/phase loss, VFD fault shutdown, low water level shutdown and high pressure loss through the filter.

The control panel along with pressure and flow monitoring equipment, manifold, valves and the filter shall be housed in weather resistant marine grade painted aluminum enclosure with vandal resistant lock enclosure.

Pump control systems as manufactured by Flowtronex or Watertronics shall be used.

6. Filter

The stormwater basins that typically provide the storage for the reuse system provide for some sedimentation removal treatment. Additional filtering is required to ensure that the stormwater does not plug the sprinkler heads. For high volume sprinkler heads such as those used on athletic fields a 200 micron screen filter is typically adequate. For sprinkler systems with drip tubes an 80 micron screen filter is typically required. Reuse systems that include ultraviolet (UV) light disinfection require a higher level of filtration to allow the UV light disinfection to be effective. In this case a 25 micron screen filter may be required. The filter must be sized to accommodate the peak flow at the required screen size.

The filter shall have a self cleaning screen. The sediment from the cleaning shall be discharged to a sump manhole to trap the sediment. The sump manhole can discharge to the stormwater pond but not in close proximity to the pump station inlet.

The filter shall be a stainless steel V-Series Automatic Screen Filter as manufactured by VAF Filtration Systems, or City-approved equal.

III. REUSE WATER STORAGE

A. General

The reliability of the stormwater reuse system is dependent upon the storage volume. Storage is most cost-effectively provided in stormwater ponds that also provide water quality treatment and discharge rate control to comply with CCWMO rules. Storage can also be provided in below grade tanks. The large storage volume required make tanks costly and therefore feasible only when there is no space available for a pond. Storage in tanks also requires a separate treatment structure for water quality. The Bayview Reuse System has polyethylene tanks for water quality treatment and storage.

B. Design Criteria

The Water Balance spreadsheet from the Metropolitan Council's Stormwater Reuse Guide provides the optimum required storage volume given the impervious surface area and the proposed irrigation area. Figure 3 shows a typical stormwater pond that provides both reuse storage for irrigation and water quality treatment and discharge rate control, as required by the Carver County Water Management Organization (CCWMO). As the CCWMO requires volume control for non-irrigation periods of the year, an infiltration or filtration bed area is typically required. The outlet pipe from the underdrains in the bed has a valve which is closed during the irrigation season which retains the reuse storage in the pond.

C. Supplemental Water Supply

A Supplemental water supply is required to provide water for periods when the storage has been depleted. The average number of weeks that this is expected is determined by the Water Balance spreadsheet. This can be provided by the City's potable water system or a groundwater well. A direct connection from the supplemental source to the reuse distribution system is preferred versus discharging into the pond as it eliminates water losses through exfiltration and evaporation. All interconnections of the reuse system with the potable water system or wells must have backflow prevention in compliance with the plumbing code.

IV. TREATMENT AND DISINFECTION

A. Solids and Floatables Removal

Stormwater ponds are required to provide water quality treatment by CCWMO rules. This will generally remove the larger solids through sedimentation. The inlet to a wetwell pump station shall have a sump manhole with BMP Snout baffle as shown on Figure 6 on the outlet to contain floatable trash and leaves in the manhole. The pump inlets on a pump skid type station shall have self-cleaning screens that retain floatables in the pond. The filter described in Section II.C.6. completes the required solids removal.

B. Disinfection

1. Standards

The State of Minnesota does not currently (2021) have standards for disinfection of stormwater for reuse as irrigation water supply. A State agency workgroup led by the Department of Health prepared a report, Advancing Safe and Sustainable Water Reuse in Minnesota, in 2017 which provided recommendations for water reuse. This report was reviewed by the Minnesota Cities Stormwater Coalition (MCSC). MCSC concluded that the recommendations for treatment and monitoring are too stringent and would result in stormwater reuse generally not being financially feasible. This subject is still under review with no standards established.

Lacking any Minnesota standards, the Met Council Stormwater Reuse Guide references California Department of Public Health's Title 22 Regulations for water reuse. Simplified, these regulations require the following disinfection standards:

- 23 MPN (Most Probable Number Coliform)/100 ml for no anticipated human contact
- 2.2 MPN/100 ml when human contact is anticipated

Stormwater and surface waters have been historically used for irrigation of areas including golf courses, athletic fields and lakeshore properties without disinfection with virtually no adverse health impacts. Providing disinfection to 2.2 MPN/100 ml, which is a 99.99% reduction of pathogens in typical urban storm water, significantly increases both the initial construction cost and also the cost to operate and maintain the system. Therefore establishing treatment requirements to protect the public health while controlling costs to sustainable levels is a delicate balance.

The City of Waconia's policy on disinfection has evolved to compliance with the 2.2 MPN/100 ml standard when human contact is anticipated. Control of application times and irrigated locations to limit the possibility of human contact is used for reuse water that is not disinfected to 2.2 MPN/100 ml.

The requirements for disinfection will be determined by the City for each specific system based on the areas to be irrigated, size of the system and financial feasibility of disinfection.

2. Chlorination

Addition of chlorine in various forms is used on most potable water systems. The 10th Street/Highway 5 reuse system in Waconia feeds sodium hypochlorite into the wetwell prior to the reuse water getting pumped to the distribution system. Testing of water samples from the 10th Street system was done by the University of Minnesota in 2019 and 2020. In 2020 water samples were from the pond, at the pump station and at one location on the distribution system. The test results showed a wide range in the pre-chlorination and post-chlorination samples for total coliform and E-coli levels. The highest levels were from samples obtained after a rainfall event. The test results show that chlorination provides varying levels of disinfection, but generally is not to the 2.2 MPN/ml level. This results from insufficient contact time. The testing shows that the system is effective in maintaining chlorine residual in the distribution system. Figure 4 shows the plan for the chlorination equipment and buildings at the 10th Street/Highway 5 reuse system.

3. Ultraviolet (UV) Light

With this process the reuse water is pumped through a cylindrical stainless steel vessel that contains low pressure, high intensity UV lamps which provide the disinfection. The system needs to be custom designed for each application based on the following:

- a) Design flow
- b) Total suspended solids - requires 25 micron screen filter
- c) UV transmittance (water clarity)
- d) Influent total coliform count
- e) Effluent disinfection standard of 2.2 MPN/100 ml
- f) UV dose rate

The City's Hunter Crossing reuse system provides UV disinfection. The UV unit is about 10-feet long and along with the related controls needs to be housed in a structure. Figures 5 and 6 shows the plans for the equipment building housing the UV unit and for the wetwell. The building was expanded to allow placing the pump controls and filter in the building. This eliminates the separate enclosure for these and places them inside a heated structure which eliminates the need to winterize the equipment. The VFD's generate heat and require cooling so the building also includes air conditioning.

The UV lamps require 5 to 10 minutes to warm up before the disinfection is effective. The UV unit can monitor the system demand and adjust the lamp power to provide the disinfection dosing required. The UV lamps require constant flow through the unit for cooling. The lamp life is extended by minimizing startups. The above factors make the UV system not conducive to an on-demand reuse system with periods of no demand which must be considered for the feasibility evaluation and design of future reuse systems. The Hunter's Crossing system which irrigates athletic fields addresses this by starting up the system no more than once a day.

C. Equipment Enclosure

The equipment, consisting of pump controls, manifold piping, valves, pressure and flow monitoring equipment and filter, for systems without disinfection shall be contained in a weather resistant marine grade painted aluminum enclosure with vandal resistant lock enclosure. Ventilation and possibly air conditioning are required to dissipate heat generated

by the VFDs. This is located adjacent to the pump station for wetwell type systems and adjacent to the pond above the high-water elevation for pump skid type systems. Winterization to remove all water is required with this enclosure.

Disinfection equipment, both UV and chlorination, needs to be housed in a structure. Pump controls are more accessible and better protected from weather and vandalism inside a structure and are therefore also housed in the equipment building. For a chlorination system, the electrical controls and chlorination equipment need to be in separate rooms as shown on Figure 4.

Structures shall be of masonry or precast concrete panel construction with exterior finishes comparable to the structures at the 10th Street/Highway 5 and Hunter's Crossing stations. Both of these structures consist of precast concrete walls and roof panels and were manufactured by Huffcutt Concrete. A general contractor was required to construct the foundation and floor, install doors, paint interior and exterior, install mechanical and electric equipment and related work.

V. REUSE DISTRIBUTION SYSTEM

A. General

The two categories of stormwater reuse piping are the distribution system that conveys water to individual irrigation systems and piping within the individual irrigation systems. The requirements for the distribution system would also generally apply to forcemains that convey stormwater from remote sites to centralized reuse pumping and treatment facilities.

B. Design Criteria

The distribution system piping must be sized to convey peak water demand from the pump station to throughout the system without excessive loss in pressure due to friction. The pipe sizing needs to be coordinated with the total dynamic head calculations for the sizing of the pumps and motors. The peak demand should be controlled by use of the following:

- Limiting the size of service connections to individual irrigation systems. This limitation requires the individual systems to have multiple zones with a controller that sequences zone use over time.
- Limiting the number of connections that can irrigate simultaneously. This is commonly done by allowing even street addresses to irrigate on even numbered days and odd on odd days. This can also be done by assigning specific time slots for irrigation to each connection.

Once the peak demand is determined the pipe sizing can be done by calculating head losses and checking the available system pressure at critical locations. Available pressure must also consider the relative ground elevations.

C. Materials - Reuse Distribution System

1. The following pipe materials shall be used for both directional drilling and open trench irrigation main construction:
 - a) 2 and 3-inch diameter - PVC, DR-26 with 160 psi pressure classification.
 - b) 4,6 and 8-inch diameter - For open cut construction - PVC, C-900, DR-18. For directional drilling - fusible PVC, C-900, DR-18 with 150 psi pressure classification or HDPE, DR-11 (DIPS) with 160 psi pressure classification.
 - c) Pipe for water reuse systems shall be colored or color coded with manufactured striping purple in accordance with all applicable industry standards for irrigation or reclaimed water piping.

2. Class 160 PVC Pipe

- a) Pipe shall be Class 160 PVC pipe. Pipes shall be pressure rated for 160 psi @ 73.4° with standard dimension ratio SDR-26. All PVC pipe 3" in diameter or greater shall have rubber gasket joints. All PVC pipe less than 3" in diameter shall be bell end with solvent weld joints.

3. Fusible C900™ Pipe

- a) As manufactured by Underground Solutions (www.undergroundsolutions.com), or equal, ASTM D 1784-02 with cell classification 12454.
- b) Butt joint fused PVC pressure pipe conforming to the current requirements of AWWA C900 (DR 18) for pipe diameters 4" through 12".
- c) Pipe fusing shall meet manufacturer requirements.

4. Restrained Joint DIP Pipe

- a) Flex-Ring Joint Pipe (DIP), as manufactured by American Ductile Iron Pipe or equal. The pipe shall be pressure pipe with a 350 psi working pressure for diameters up to and including 12 inch.
- b) Joints shall be Flex-Ring Restrained Joint couplings as manufactured by American Ductile Iron Pipe or equal.

5. High Density Polyethylene (HDPE) Pipe

- a) The pipe material shall be extra high molecular weight, high density polyethylene (EHMW-HDPE, PE3408) conforming with the minimum structural standards of ASTM D3350 with cell classification 345434C as manufactured by Chevron Phillips Chemical Company 4000/4100 Series, or equal. All HDPE pipe material shall meet the requirements of ASTM D1248 for a Type III, Class C, Category 5, Grade P34.
- b) The pipe to be used shall be (HDPE) pressure pipe conforming to the requirement of AWWA C-906 of a 160 psi working pressure.
- c) The dimension ratio (DR) shall be 11.
- d) HDPE pipe shall have butt-fused joints. Fusing shall meet manufacturer's requirements.
- e) Four inch and larger diameter shall be furnished in ductile iron pipe outside diameter (DIPS).

6. Reuse Main Fitting Materials - 4-Inch and Large Diameter Pipe

- a) Mechanical Class 350 ductile iron fittings shall be used.
- b) All fittings shall be coated with a 6-8 mil nominal thickness fusion bonded epoxy conforming to the requirements of ANSI/AWWA C550 and C116/A21.16.
- c) All fittings, valves and retaining rods shall be protected by using sacrificial anodes.
- d) All fittings, valves, hydrants, etc. shall be secured utilizing COR-BLUE T-BOLTS as manufactured by NSS Industries or approved equal.
- e) All restraining devices (megalugs) shall be coated with a 6-8 mil nominal thickness, fusion bonded epoxy conforming to the requirements of ANSI/AWWA C550 and C116/A21.16.

- f) Adaptors, back-up rings and oversize sleeves shall be provided for transitions and connections to dissimilar types of pipe materials. All sleeve fittings shall be long mechanical joint.
 - g) All fittings shall be American made.
7. Reuse Main Fitting Materials - 2-Inch and 3-Inch Diameter Pipe
- a) All pipe fittings 3 inches and under to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for either solvent weld or screwed connections. No fittings of other material shall be used.
 - b) When connecting plastic to metal, male adaptors shall be used. The male adaptor shall be hand tightened, plus one turn with a strap wrench, screwed joint and shall be coated with Teflon tape.
8. Tracer Wire
- a) Tracer wire materials are described in Section VI, Underground Utility Location Systems.
9. Galvanic Cathodic Protection
- a) Galvanic Anodes
 - a. Each anode shall be furnished with a lead wire attached to one end of the steel core. The entire connection shall be insulated with an electrical potting compound. The cable attached to the anode shall be No. 12 AWG, Type TW or THWN solid, single conductor copper.
 - b. Each anode shall conform to the following chemical composition:

Element	Percentage
Aluminum	0.010 Maximum
Manganese	0.50 to 1.30
Copper	0.02 Maximum
Nickel	0.001 Maximum
Zinc	0.05 Maximum
Iron	0.03 Maximum
Silicon	0.05 Maximum
Other	0.05 Each or 0.30 Maximum Total
Magnesium	Remainder
 - c. The anode shall be prepackaged in a permeable cloth bag filled with a mixture of 75 percent ground hydrated gypsum, 20 percent powdered bentonite, and 5 percent anhydrous sodium sulfate.
 - a) Cables
 - a. All cables for test stations shall be Type THWN, stranded, copper, size as shown on the plans.
 - b. All cables for pipe joint bonds shall be Type HMW/PE, stranded, copper, sized in accordance with the design criteria.
10. Valve and Valve Housing
- a) All water valves shall have been manufactured in the year of construction or prior two calendar years.

b) Valve Housing

- a. Cast-iron screw type valve boxes shall be installed where indicated on underground valves. The cast-iron valve boxes shall be of either the two-piece or three-piece style and shall be furnished with a stay-put cover with raised letters indicating "Reclaimed Water". The shaft shall be 5 1/4" inside diameter.
- b. All valve box assemblies shall be furnished with a valve umbrella anchorage assembly. The valve umbrella anchorage shall be manufactured by Adaptor, Inc., Oak Crest, WI, or equivalent.
- c. Valve and irrigation boxes shall be rectangular and consist of molded high density polyethylene. Covers shall be overlapping and purple color for reuse system. Boxes shall be as manufactured by Dura or approved equal.

c) Gate Valves

- a. Valves shall be single disc, resilient seat valves meeting the requirements of AWWA C-509 and C-515. All valves shall be provided with a two-inch square operating nut opening counterclockwise and mechanical joint ends. Valves shall have stainless steel body bolts.

d) Ball Valves

- a. Ball valves shall be full port brass Red White Valve or approved equal.

e) Automatic Control Valves

- a. Automatic control valves shall be ICV-R series with Decoders as manufactured by Hunter.
- b. All 24-volt Decoder wiring shall be as recommended by the valve and controller manufacturer and shall conform to all electrical codes. All underground wire splices shall be installed with waterproof connectors and installed in valve boxes.

11. Automatic Controllers

- a) Automatic Controllers shall be X-Core Outdoor in weather-proof lockable stainless steel panel, with 12 stations as manufactured by Hunter. Each controller shall be mounted on 7-foot galvanized steel posts and located as shown on the plans. Controller may be battery or solar power if electric service is not readily available.

12. Restrained Joint Retainer Glands

- a) Mechanical joints shall be restrained using ductile iron clamps (series Ebaa Iron Inc. or equal) supplied with a sufficient number of bolts to restrain the working and test pressure.

13. Polyethylene Encasement

- a) The Contractor shall furnish and install polyethylene encasement for all non-plastic main and all appurtenances in accordance with the referenced specification.

D. Materials - Irrigation System

1. Pipe

- a) PVC pipe shall be Schedule 40, with 200 psi pressure classification. Standard size is 2 inch.
 - b) Polyethylene pipe shall be 100 psi pressure classification with standard fittings.
 - c) Funny pipe shall be standard ½” diameter.
2. Valves
- a) Mainline isolation valves shall be 1 ½” or 2” brass gate valves.
 - b) Zone valves shall be Hunter 1 ½” to 3” ICV-R valves for large zones and Hunter 1” ICV-R for small drip zones.
3. Fittings
- a) Saddles shall be Dawn Kwik Seal.
 - b) Clamps for polyethylene pipe shall be Crimp Oetiker 331 for 1” pipe and 425 for 1 ¼” pipe.
 - c) Stick sprays shall be Hunter parts.
4. Drip Zone System
- a) Drip pipe shall be NETAFIM with 12” spacing and rated for 1.0 gpm and with NETAFIM standard fittings.
 - b) Provide 40 psi pressure reducing valve.
 - c) Provide 100 micron 140 mesh filters.
5. Heads
- a) Large Areas - Hunter I-25 Commercial Rotors
 - b) Building Areas - Hunter PGP Ultra Series Rotors
 - c) Small Areas - Hunter PGJ Series Rotors
 - d) Flower and Planting Beds - 6”, 12” and 18” Hunter Pro-Spray
 - e) Nozzles for Popups - Hunter various
 - f) Small Rotors - Hunter RGJ210
6. Automatic Controller
- a) Automatic controllers shall be X-Core Outdoor in weatherproof lockable stainless steel panel with 12 stations as manufactured by Hunter. Each controller shall be mounted on 7-foot galvanized steel posts.
7. Flow Meter
- a) Flow meters for service connections from the distribution main to individual sprinkler systems shall be 1.5” T-10 turbine meter as manufactured by Neptune.
8. Meter Box
- a) Meters may be required to measure use volume.
 - b) Reuse water supplied by City-owned reuse system to private properties for irrigation shall be metered. Metering is not required for reuse water used on public properties.
 - c) Meter box shall consist of an above grade welded steel painted enclosure as

shown on Detail C-106. Enclosure shall have a hinged overlapping top for access with a pad lock hasp. Enclosure shall be attached to a base of 6-inch by 6-inch treated timbers. Enclosure shall be as manufactured by OEM Services in Green Isle, Minnesota.

E. Construction Requirements

1. Irrigation mains shall be placed with a minimum of 2.5 feet of cover over the top of the pipe.
2. The trench backfill shall be compacted to 100 percent of maximum proctor density for all street, sidewalk and parking lot areas. Turf areas may be compacted based on the Quality Compaction Method.
3. All buried ductile iron pipe, fittings and valves shall be encased in polyethylene.
4. Gate valves shall be installed at the following locations:
 - d) On all branches off mainline.
 - e) Approximately every 500 feet on mainline.
 - f) At downstream side of a mainline within a casing (i.e. under a road).
5. Irrigation mains shall have valves and blowoffs to allow blowing out water by use of compressed air.
6. Air release valves shall be placed at significant high points in the reuse mains.
7. A valved blowout shall be placed at the reuse supply main connections to individual irrigation systems.
8. Tracer wire shall be installed with all reuse mains 2-inch diameter and larger as described in Section VI, Underground Utility Location Systems.
9. Blocking and Anchoring of Pipe
 - a) A thrust block of cast-in-place concrete, which covers the installed fitting, is not permitted. Pre-cast concrete thrust blocks and other restraining devices such as adjustable rods or cables, shall be provided at all bends, tees, hydrants and plugged crosses or wherever the irrigation main changes direction or dead ends. Valves shall be tied to the nearest tee.
10. Auxiliary mainline stubs shall be provided at key points for possible future expansion.
11. All deviations from the specifications and any substitution of components must be approved by the City of Waconia Public Services prior to construction.
12. Construction of reuse distribution system mains shall comply with CEAM Specifications 2600 and 2611. Irrigation system components installation shall comply with the manufacturer's recommendations. Contractor shall follow all safety protocols.
13. Install water reuse distribution system in compliance with City of Waconia Standard Construction Details included in the Appendix.

F. Testing Requirements

1. Hydrostatic Testing
 - a) Provide temporary equipment for testing, including pump and gauges. Test piping system before insulation is installed wherever feasible and remove control devices before testing. Test each natural section of each piping

system independently, but do not use piping system valves to isolate sections where test pressure exceeds valve pressure rating. Fill each section with water and pressurize to indicated pressure two hours.

- b) Test Pressure: 150 psi for a period of 2 hours.
- c) Observe each test section for leakage at end of test period. Test fails if leakage is observed or if pressure drop exceeds 5 percent of test pressure.
- d) If this test requirement cannot be met, the Contractor shall investigate the cause, make corrections, and retest until the pressure drop requirement can be met.

2. Electrical Conductivity Test

- a) Non-Conductive Pipe Materials - demonstrate the ability to locate the entire tracer wire system using a hand-held locating device. Locating shall be witnessed by the City of Waconia Public Services and the Engineer.

VI. UNDERGROUND UTILITY LOCATION SYSTEM

A. General

1. Summary

- a) This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to providing a system for location of underground utilities as indicated on the drawings or as specified herein.

2. Method of Measurement and Payment

- a) Payment for all work associated with the construction of the underground utility location system shall be incidental to the unit price bid for the utility associated with the system and no separate compensation will be granted, unless bid items are specifically identified in the bid form.

3. Submittals

- a) Submit the following items:
 - a. Complete catalog information, descriptive literature, specification, and identification of materials of construction.

B. Materials

1. Tracer Wire

- a) All wire shall be rated for direct burial use at 30 volts. The insulation color shall meet the APWA color code standard for identification of buried utilities (purple for reclaimed water). High density polyethylene (HDPE) insulation shall be ROHS compliant and utilize virgin grade material.
- b) Tracer wire for open cut trench installation shall be #12 AWG copper clad steel (CCS) wire with 30 mil HDPE insulation, as manufactured by Copperhead Industries, or approved equal.
- c) Tracer wire for directional drilling applications shall be #12 AWG Extra High Strength CCS wire with 45 mil HDPE insulation as manufactured by Copperhead Industries, or approved equal. The Contractor shall use a smaller wire gauge if increased breaking strength is needed.

- d) Tracer wire for pipe bursting, bore & jack or slip lining applications shall be SoloShot™ Xtreme tracer wire, 7 x 7 stranded CCS with 50 mil HDPE insulation, as manufactured by Copperhead Industries or approved equal.

2. Connectors

- a) Tracer wire connectors shall be filled with silicone waterproofing sealant suitable for direct bury applications according to UL 486D test standard.
- b) Where two wires are connected end to end along a continuous run, the connectors shall be DBSR Aqua as manufactured by King Innovation or approved equal.
- c) Where a tracer wire is branched off of the mainline tracer wire for a service or intersecting main, the connector shall be DryConn™ Direct Bury Lug Aqua as manufactured by King Innovation or approved equal.
- d) Where three wires are connected together, the connector shall be SnakeBite Connector as manufactured by Copperhead Industries, or approved equal. The mainline tracer wire shall not be cut to create a three-way splice.

3. At-Grade Access Boxes

- a) Tracer wire access boxes for at-grade installation shall be SnakePit as manufactured by Copperhead Industries, or approved equal. Covers shall be cast iron, with locking pentagon nut and appropriate labeling, and color coded purple for reclaimed water. Covers shall have two tracer wire terminals inside the cover, with a removable electrical shunt between the terminals.

4. Grounding Anodes

- a) Grounding anodes shall consist of a one-pound magnesium alloy anode rod, with approximate dimensions of 1.3-inches in diameter and 18-inches in length. The anode rod shall come preassembled with a PE cap and 12.0-feet of #14 AWG copper clad steel (CCS) wire with 30 mil high density polyethylene (HDPE) insulating jacket. The insulation shall be red or black in color.

C. Construction Requirements

1. Tracer Wire System Installation

- 2. Tracer wire shall be installed with all reuse mains and services in accordance with the details shown on the plans.

- a) The tracer wire along the main shall be installed in a continuous manner, without cutting or splicing the main wire at services and intersecting mains. Wire shall not be looped or coiled. The completed tracer wire system shall be fully sealed, with no exposed wire or connections.
- b) Wire damaged during installation must be repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating is not an acceptable repair method.
- c) All service lateral or intersecting main tracer wires shall be a single wire, connected to the mainline wire using a main to lateral lug connector, installed without cutting or splicing the mainline wire.
- d) All exposed connections shall receive a coat of an approved bituminous

rust preventative material such as Carboline Bitumastic 50, or equal.

e) Tracer Wire at Irrigation Services

- a. At irrigation services, a single strand of tracer wire shall be connected to the main wire and installed along the service to the blowoff and connection box. A one-pound grounding anode rod shall be installed at the base of each box. Both the purple tracer wire and the black/red anode wire shall be extended to the ground surface inside the blowoff and connection box.

f) Tracer Wire at Connections to Existing Mains and Dead Ends

- a. Where connection is made to an existing main with an existing tracer wire, the tracer wires shall be connected. A grounding anode shall be connected to the tracer wires at the connection point.
- b. Where connection is made to an existing main without tracer wire, or where constructing a new dead end stub, or where connecting to an existing conductive pipe material, the tracer wire shall terminate at the end of the new main. Provide a grounding anode at the end of the tracer wire. Do not connect tracer wire to conductive mains.

g) Tracer Wire along Reuse Mains and Forcemains

- a. Provide tracer wire access boxes and grounding anodes at various locations along the reuse main and forcemain, as noted in the plans.

D. Testing Requirements

1. The Contractor shall demonstrate the ability to locate the entire tracer wire system using a handheld locating device. Locating shall be witnessed by Public Services and Engineer.

Appendix

A. Storm Water Reuse Ordinance

CITY OF WACONIA
ORDINANCE NO. _____

**AN ORDINANCE ADDING CHAPTER 415, STORM WATER REUSE, AND
AMENDING CHAPTER 1100, FEE SCHEDULE**

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

The City Council finds it is in the best interests of the City of Waconia and its residents to add Chapter 415 to the Waconia City Code addressing storm water reuse. In this regard, the City Council hereby adopts the specific findings and purposes set forth in Section 415.01 of Chapter 415, as set forth below. The City Council further finds it is appropriate to amend Chapter 1100 of the Waconia City Code to set forth the City fees associated with storm water reuse systems.

AMENDMENT ADDING CHAPTER 415, *STORM WATER REUSE*

The Waconia City Code is amended to add the following chapter:

CHAPTER 415
STORM WATER REUSE

415.01 Findings and Purposes.

The City of Waconia has an extensive storm water drainage system that includes storm pipe, holding ponds, drainage ways, infiltration basins and creeks to serve the needs of the community. The City Council finds that water conservation is a sustainable strategy that allows for population and economic growth while meeting the increased demands for water. Storm water reuse supports conservation and sustainability by reducing impacts on potable water used for irrigation and by supporting efforts for meeting increasingly stringent storm water requirements. As competition for water increases and supply becomes more uncertain, implementing conservation measures will help ensure the City's economic viability in the decades to come while preserving its environment.

Based upon the above findings, the City desires to install and operate storm water reuse systems where it is feasible to do so. Nearby property owners will be allowed to voluntarily connect to these systems to both drain storm water to designated ponds and to reuse collected storm water for irrigation.

To help defray the cost of establishing, constructing, repairing, replacing, maintaining, and improving storm water reuse systems within the City, the City Council finds it is appropriate to establish connection and consumption charges. The City Council further finds it is appropriate to levy such charges against the property owners using such systems.

415.02 Authority.

Connection and reoccurring charges shall be levied and assessed against benefiting properties pursuant to Minn. Stat. Sec. 444.075, Subd. 3, and pursuant to agreements with property owners voluntarily using storm water reuse systems. Further, the City Council finds that, although Minn. Stat. Sec. 444.075, Subd. 3b prohibits setting storm water charges based upon the volume of water used, this prohibition should be interpreted to only prohibit charging storm water rates based upon the volume of potable water supplied to a property through the City's waterworks system. As such, this prohibition does not prohibit charging property owners for recycled water based on volume of recycled water used.

415.03 Definitions.

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

"Chapter 415" means this Chapter 415 of the Waconia City Code, as amended.

"Delivery point" means the primary irrigation box for an owner's irrigation system.

"Drainage and reuse agreement" means a written agreement between the City and an owner that controls, subject to this Chapter 415, the owner's use of the system and grants appropriate easements to facilitate such use.

"Irrigation season" means, regarding each calendar year, the period starting on the day the City first provides reuse water to the delivery point for use on an owner's parcel and ending on the day that the City terminates the delivery of reuse water to the delivery point. Subject to weather conditions, each irrigation season will generally start in early April and end in late October.

"Owner" means the owner of fee simple title to a parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such parcel unless such holder becomes a fee simple owner thereof.

"Owner's irrigation improvements" means the facilities and apparatus installed, maintained and operated on an owner's parcel to disperse reuse water on such parcel for landscape irrigation uses.

"Parcel" means a parcel of real property.

"Public Services Director" means the person acting as the public services director for the City, however titled, or such person's designee.

"Public Services Department" means the department of the City overseeing waterworks and storm water facilities, however designated.

"Reuse water" means moderately treated storm water. If at any time the City does not have enough moderately treated storm water to meet the City's obligations, then the City may substitute other water of at least equal quality (e.g., potable water) in lieu of moderately treated storm water and all references to reuse water shall be deemed to include the substituted water.

"System" means the pressurized pumps, pumping systems, distribution systems, and water treatment units maintained and operated by the City for the purpose of delivering reuse water from a storm water retention pond to parcels of real property connected to the system for landscape irrigation uses, as the same may be modified, reconstructed, replaced or improved from time to time.

415.04 Systems.

Subd. 1 Establishment of Systems. The City may, from time to time, establish systems and determine the parcels eligible to connect to such systems. The City may add a system by amending this ordinance to list the system and the parcels eligible to connect to such system in Subd. 6 below.

Subd. 2 Public Utility. Each system shall be owned, operated and maintained by the City and operated as a public utility pursuant to Minnesota Statutes Section 444.075 et. seq. and this Chapter 415. Each system shall be under the administrative oversight of the Public Services Director. All revenues shall be derived subject to the provisions of Minnesota Statutes, this Chapter 415 and the agreements between the City and each owner. All systems will be designed and monitored to meet filtration development requirements as established by agreement between the City and the Carver County Water Management Organization.

Subd. 3 Availability of Systems. Each system shall be generally available during each irrigation season. The City reserves the right to determine when a system is available and when weather dictates the system should be connected and disconnected for the irrigation season. The City shall provide written notice to all owners prior to system start-up and shut-down each year. The City Council may, by resolution, regulate, restrict, or limit the use of reuse water during water shortage periods and shall have the power to enact any necessary regulations, as circumstances may require, to protect the City's water supply.

Subd. 4 Minimum and Maximum Reuse Water Volumes. Each owner connecting a parcel to a system shall be informed, as part of the application process described in Section 416.06 below, of the minimum and maximum reuse water volume amounts applicable to the parcel. During each day of the irrigation season, the parcel will be required to consume not less than the minimum volume, subject to abatement as described in the drainage and reuse agreement for the parcel. Such volume amounts shall be calculated based upon the size of the parcel by the Public Services Director and memorialized in the drainage and reuse agreement for the parcel.

Subd. 5 Owner's Irrigation Improvements. The City will deliver reuse water to a single delivery point on each parcel connected to the system. Owner's irrigation improvements shall be installed at owner's expense and shall have the capacity to meter and disburse not less than the maximum volume of reuse water assigned to the owner's parcel. Each meter shall be approved by the Public Services Director before it is installed. Frost protection of Owner's irrigation improvements must be coordinated with the Public Services Director annually each season prior to winter.

Subd. 6 List of Approved Systems.

- A. 10th Street Regional Pond System. The 10th Street Regional Pond System has a pond located on real property legally described as Outlot B, Sudheimer Homestead Addition, Carver County, Minnesota. In addition, there is an associated pump house located on real property legally described as Outlot B, Sudheimer Retail Addition, Carver County, Minnesota. Owners of the following parcels may voluntarily connect to this system:

PARCEL ID NUMBER	WACONIA ADDRESS
750235200	10594 10 th Street West
750235100	10590 10 th Street West
753080010	10610 10 th Street West
753080020	10600 10 th Street West
754630030	(Sudheimer Homestead Addn.)
754630010	10451 10 th Street West
752560040	10550 10 th Street West

The parcels listed above and their owners shall not acquire any rights regarding the 10th Street Regional Pond System until a drainage and reuse agreement is fully executed by the City and the parcel owner. As such, the City may amend this ordinance to remove any parcel from the list of eligible parcels if such an agreement does not exist. Further, the City may amend this ordinance to add any parcel to the eligible list of parcels notwithstanding the existence of drainage and reuse agreements with other parcel owners. If a parcel listed above is subdivided, the provisions of any drainage and reuse agreement for the parcel shall control.

Subd. 7 Conditions and Prohibitions Regarding Use of Systems.

- A. No owner or other person shall waste or allow any reuse water to be wasted by improperly maintained facilities (i.e., valves, leaky joints or pipes). Additionally, reuse water shall not be wasted by allowing reuse water to run

continuously from faucets, broken pipes or sprinkler heads or other apparatus, or to use the reuse water in such a manner as to cause it to overflow into the neighboring properties, streets, or sidewalks.

- B. No owner or other person shall, after a parcel has been shut off for non-payment of charges or for violation of City Code, turn on or allow reuse water to be turned on or used without authorization from the Public Services Director.
- C. No owner or other person shall destroy, deface, injure, or interfere with the operation of any part of the system.
- D. No owner or other person shall place or introduce into the system (or any source of reuse water utilized as part of the system) any matter, substance, chemical, or compound without express authorization from the Public Services Director.
- E. No owner or other person shall connect any part of the system to any part of any drinking water (potable) system, creating a cross-connection whereby reuse water could be introduced into any system that provides potable drinking water.
- F. No owner or other person shall use reuse water from the system for flood irrigating any parcel unless the Public Services Director has granted prior authorization in writing. Except for incidental watering of shrubs, flowers, and other limited use applications, reuse water from the system used for landscape irrigation must be applied through either a sprinkler or drip irrigation system, including sprinklers attached to garden hoses.
- G. No owner or other person shall permit any person to use or obtain reuse water intended for one parcel for another parcel.
- H. No owner or other person shall terminate a connection to a system without the Public Services Director's consent.
- I. No owner or other person, except under the direction of the Public Services Director, shall be allowed to dig into the street, sidewalk, or other public property or right-of-way for the purpose of laying, removing, or repairing the system service pipe.
- J. No owner or other person shall use reuse water to drive any motor, siphon, turbine, wheel, hydraulic engine, elevator, or other machinery of any kind.
- K. Properties located outside the City limits are not allowed to connect to any system.

415.05 Charges.

Charges for connecting to a system and charges for reuse water consumed shall be determined by resolution of the City Council upon advice of the Public Services Director and other City staff and shall be set forth in Chapter 1100 of the Code.

Connection charges shall be payable in full with building permits, unless agreed otherwise by the owner and the City. Charges for reuse water consumed shall be collected in conjunction with other City utility charges. All fees shall be just and equitable and in accordance with Minnesota Statutes Section 444.075, et seq.

415.06 Process.

Subd. 1 Eligibility. If a parcel is listed in Section 415.04, Subd. 6, above, the owner of such parcel may apply to connect the parcel to the applicable system.

Subd. 2 Application and Inspection. Each application must be made at City Hall. After the City confirms that the parcel has access to the applicable system, the applicant must schedule an inspection with the Public Services Department. Upon determination that the subject parcel has owner's irrigation improvements installed and that such improvements are compatible with the system, the applicant must pay the connection charge pursuant to Section 415.05 above.

Subd. 3 Connection. Upon completion of the requirements herein to the City's satisfaction, the Public Services Department shall issue a permit and connect the applicant's parcel to the system. The Public Services Department shall not issue a permit until the required compliance documents and any required fees have been paid as established under Chapter 1100 of the Code.

Subd. 4 Multiple Connections. Eligible owners who desire to connect additional, secondary irrigation improvements to a system shall do the following:

- A. Complete the installation permit form and pay applicable fees;
- B. Schedule an initial inspection with the Public Services Department;
- C. Upon approval from the Public Services Director, enter into an amendment to the applicable drainage and reuse agreement for the parcel documenting the addition of the additional irrigation improvements;
- D. Disconnect the applicable irrigation improvements from the potable line and connect them to the system;
- E. Fill in the old stop and waste access pipe with concrete and ensure the new opening is within the immediate area so that the connection is visible for final inspection; and
- F. Schedule final inspection with the Public Services Department and receive final approval once all requirements have been met.

415.07 Penalties.

Any party who damages or misuses a system, impedes the function of a system or otherwise fails to comply with this Chapter 415 shall be guilty of a petty misdemeanor.

415.08 Appeal.

Any person or entity reporting to be unfairly dealt with, suffering any hardship, or otherwise aggrieved by the provisions of this Chapter 415 shall be entitled to appeal to the City Council, which shall have the power to resolve any hardships or grievances under any of the provisions hereof.

AMENDMENT REVISING CHAPTER 1100, FEE SCHEDULE

Chapter 1100, *Fee Schedule*, of the Waconia City Code is amended to add the following provisions:

Department	Fee Description	Current Rate	Unit	Related Code	Additional Information
Storm Water	Reuse Connection Charge	See Additional Information column	Unit	415	60% of owner's estimated cost, as calculated by the City Engineer, to construct all on-site water quality and filtration improvements that would be required if owner's parcel did not connect to the reuse system <i>plus</i> 100% of the City's estimated cost, as calculated by the City Engineer, to construct all improvements necessary to connect owner's parcel to the reuse system.
Storm Water	Reuse Water Charge	\$2.50	Per 1,000	415	

SUMMARY

The following official summary of Ordinance No. ____ 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 as follows: *AN ORDINANCE ADDING CHAPTER 415, STORM WATER REUSE, AND AMENDING CHAPTER 1100, FEE SCHEDULE* and it amends the Waconia City Code as described below.

The ordinance adds Chapter 415, *Storm Water Reuse*, as a new chapter. Chapter 415 contains the following major sections:

- 415.01 *Policy and Purpose*, which sets forth the findings and purposes supporting adoption of the ordinance. Among other things, the City Council finds that water conservation is a sustainable strategy that allows for population and economic growth while meeting increased demands for water. As such, the City Council finds that it is desirable to install and operate storm water reuse systems when it is feasible to do so.
- 415.02 *Authority*, which provides that connection and reoccurring charges shall be levied and assessed against benefiting properties pursuant to Minn. Stat. Sec. 444.075, Subd. 3, and pursuant to agreements with property owners voluntarily using the systems.
- 415.03 *Definitions*, which defines certain terms used in the ordinance.
- 415.04 *Systems*, which provides that the City may establish storm water reuse systems and designate properties that are eligible to connect to such systems on a voluntary basis. This section also provides that such systems shall be operated as public utilities that will be available to provide reuse water to designated properties for irrigation purposes. This section further lists the 10th Street Regional Pond System as the first storm water reuse system. The properties initially eligible to connect to the 10th Street Regional Pond System are as follows:

PARCEL ID NUMBER	WACONIA ADDRESS
750235200	10594 10 th Street West
750235100	10590 10 th Street West
753080010	10610 10 th Street West
753080020	10600 10 th Street West
754630030	(Sudheimer Homestead Addn.)
754630010	10451 10 th Street West
752560040	10550 10 th Street West

This section also lists various conditions and prohibitions that apply regarding properties connected to a storm water reuse system.

- 415.05 *Charges*, which provides that charges for connecting to a storm water reuse system and charges for reuse water consumed shall be determined by resolution of the City Council upon advice of the Public Services Director and other City staff and shall be set forth in Chapter 1100 of the Waconia

City Code. This section also addresses the payment and collection of applicable charges.

- 415.06 *Process*, which sets forth the application process for connecting to a storm water reuse system and describes required inspections. This section also addresses applications for secondary connections.
- 415.07 *Penalties*, which provides that any party who damages or misuses a storm water reuse system, impedes the function of a system or otherwise fails to comply with this Chapter 415 shall be guilty of a petty misdemeanor.
- 415.08 *Appeal*, which provides that any person or entity reporting to be unfairly dealt with, suffering any hardship, or otherwise aggrieved by the provisions of Chapter 415 shall be entitled to appeal to the City Council, which shall have the power to resolve any hardships or grievances.

The ordinance also amends Chapter 1100, *Fee Schedule*, to include a storm water reuse connection charge and a consumption charge. The connection charge has initially been set as a one-time fee equal to: i) 60% of owner's estimated cost, as calculated by the City Engineer, to construct all on-site water quality and filtration improvements that would be required if owner's parcel did not connect to the reuse system, *plus* ii) 100% of the City's estimated cost, as calculated by the City Engineer, to construct all improvements necessary to connect owner's parcel to the reuse system. The storm water reuse consumption charge has initially been set at \$2.50 per 1,000 gallons of water used.

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, and at the Waconia Public Services Building, 310 10th Street East, Waconia. Further, 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 1st day of May, 2017.

James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

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B. Storm Water Drainage and Reuse Agreement

AGREEMENT FORM – VERSION 05-12-2020

Document Preparation Checklist:

- ☐ Obtain vesting deed for the property at issue from the fee title owner. This is the deed provided to the owner when the owner obtained title to the property. If the owner does not have a copy of the vesting deed, ask the City Attorney to obtain a copy from Carver County records.
 - ☐ Provide the vesting deed to the City Attorney and ask the City Attorney to order an Owner and Encumbrance Report (O&E Report) for the property. The O&E Report is prepared by a third-party abstractor and requires time – proceed to next steps while waiting for report.
 - ☐ Insert the owner's name and entity type (e.g., Minnesota limited liability company or Minnesota corporation) from the vesting deed into the introductory paragraph (page 1) and on the owner's signature page (page 15). If the owner is an individual, a married couple, or a group of people, then use the owner name[s] and, if applicable, marital status designation from the vesting deed. Copy vesting deed language exactly.
 - ☐ Insert the legal description for the owner's property into Recital C exactly as the legal description appears on the vesting deed.
 - ☐ Insert applicable water, green space and date information into Sections 1, 3.3, and 3.4.
 - ☐ Insert owner's name and address information into Section 11.1.
 - ☐ Insert applicable diagrams as Exhibits A, B and C, following the exhibit specific instructions.
 - ☐ After all information has been inserted, delete this checklist from the top of the draft document and provide it to the City Attorney. The City Attorney will confirm the document is in recordable form and attach any required lender consents.
 - ☐ After the City Attorney approves the draft document and attaches any required consents, obtain City Council approval (if required under the circumstances), City signatures, owner signature[s] and, if applicable, lender signatures.
 - ☐ Confirm all signatures have been notarized.
 - ☐ Return fully executed document to the City Attorney to submit for recording.
-

STORM WATER DRAINAGE AND REUSE AGREEMENT

This Storm Water Drainage and Reuse Agreement is dated [insert date], (the "Effective Date") and is between the City of Waconia, a Minnesota municipal corporation (the "City") and [insert name[s] of owner, a [insert state where owner entity was organized] [insert type of entity] ("Current Owner").

RECITALS

- A. The City has constructed a storm water retention pond known as the “10th Street Storm Water Regional Pond” on real property legally described as follows:
- Outlot B, SUDHEIMER HOMESTEAD ADDITION, Carver County, Minnesota
(the “**Pond Parcel**”).
- B. Further, the City has installed, or will install, a System (defined below) to deliver storm water from such pond to certain parcels of real property for landscape irrigation uses. As part of the System, the City will install a pump house on the real property legally described as follows:
- Outlot B, SUDHEIMER RETAIL ADDITION, Carver County, Minnesota
(the “**Pump House Parcel**”).
- C. The Current Owner holds fee simple title to a parcel of real property legally described as follows:
- [insert legal description from vesting deed]
(“**Owner’s Parcel**”).
- D. The Pond Parcel, the Pump House Parcel and Owner’s Parcel are collectively referred to in this agreement as the “**Parcels**.”
- E. Chapter 415 of the Waconia City Code addresses pressurized storm water reuse systems. Pursuant to Chapter 415, certain parcels of real property may connect to the above-described pond and the System for storm water drainage and landscape irrigation purposes if the requirements of Chapter 415 are met. Owner’s Parcel is listed in Chapter 415 as a parcel of real property that may voluntarily connect.
- F. After evaluating the costs and benefits associated possible storm water management options, Current Owner desires to voluntarily subject Owner’s Parcel to the requirements of Chapter 415 and this agreement.
- G. The City and Current Owner have entered into this agreement to memorialize their agreements regarding the matters set forth below.

AGREEMENTS

NOW, THEREFORE, in consideration of mutual obligations contained herein, the City and Current Owner agree the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions set forth below:

1. Definitions.

“**Chapter 415**” means Chapter 415 of the Waconia City Code, as amended, renumbered and re-codified from time to time.

“Code” means the Waconia City Code, as amended, renumbered and re-codified from time to time.

“Delivery Commencement Date” means the date the City first makes Reuse Water available at the Delivery Point.

“Delivery Point” means the primary irrigation box for Owner’s Irrigation Improvements, the location of which is depicted on attached Exhibit A.

“Green Space” means pervious area covered with grass, shrubs, trees or other vegetation.

“Hard Space” means area that is paved or cannot otherwise be irrigated with sprinkler or drip irrigation, excluding any area on which a building or some other structure has been constructed.

“Irrigation Season” means, regarding each calendar year, the period starting on the day the City first provides Reuse Water to the Delivery Point for disbursement onto Owner’s Green Space and ending on the day that the City terminates the delivery of Reuse Water to the Delivery Point. Subject to weather conditions, each irrigation season will generally start in early April and end in late October.

“Maximum Volume” means [insert number] inches of water applied to Owner’s Green Space per week, which is estimated to equal approximately [insert number] U.S. gallons per day.

“Minimum Volume” means [insert number] inches of water applied to Owner’s Green Space per week, which is estimated to equal approximately [insert number] U.S. gallons per day.

“Natural State” means a wild, primitive state untouched by civilization or, in the case of restoration, a state substantially similar thereto.

“Open Space” means the aggregate of all Green Space and Hard Space.

“Owner” means Current Owner and all successors and assigns of Current Owner as the owner of fee simple title to all or any portion of Owner’s Parcel, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on Owner’s Parcel unless such holder becomes a fee simple owner of Owner’s Parcel.

“Owner’s Green Space” means approximately [insert number] square feet of Green Space on Owner’s Parcel, as depicted on the diagram attached as Exhibit B.

“Owner’s Open Space” means the Open Space on Owner’s Parcel, as depicted on the site plan attached as Exhibit C.

“Owner’s Irrigation Improvements” means the facilities and apparatus installed, maintained and operated on Owner’s Parcel to meter and disperse Reuse Water on Owner’s Green Space using sprinklers and/or drip irrigation.

“Permittees” means the tenant(s), subtenant(s) or occupant(s) of Owner’s Parcel and the respective employees, agents, contractors, customers, invitees and licensees of such parties and Owner.

“Pond” means the 10th Street Storm Water Regional Pond that has been constructed on the Pond Parcel, as the same may be modified and reconstructed.

“Reuse Water” means moderately treated storm water. If at any time the City does not have enough moderately treated storm water to meet the City’s obligations under this agreement, then the City may substitute other water of at least equal quality (e.g., potable water) and all references to Reuse Water shall be deemed to include the substituted water.

“System” means the pressurized pumps, pumping systems, pipes, distribution systems, and water treatment units maintained and operated by the City for the purpose of delivering Reuse Water from the Pond to certain parcels of real property for landscape irrigation uses, as the same may be modified, reconstructed, replaced or improved from time to time. Without limiting the general nature of the proceeding sentence, all improvements installed and maintained on the Pond Parcel and the Pump House Parcel shall be deemed part of the System.

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

2. Storm Water Drainage from Owner’s Parcel to the Pond Parcel.

- 2.1. Pond Drainage Easement.** Subject to the conditions, limitations and reservations contained in this agreement, the City hereby grants Owner a nonexclusive, perpetual easement to drain storm water from Owner’s Parcel into the Pond (the **“Pond Drainage Easement”**). Such easement is an appurtenant easement that benefits Owner’s Parcel and burdens the Pond Parcel. Except for the drainage of storm water as described above, the Pond Drainage Easement does not grant Owner any rights to enter onto or possess any portion of the Pond Parcel.
- 2.2. Conveyance of Storm Water.** Owner’s Parcel and the Pond Parcel are not contiguous. As such, the City agrees to provide and maintain facilities sufficient to convey storm water from Owner’s Parcel to the Pond Parcel using public drainage easements and right-of-way. The City shall determine, in its discretion, the nature and location of such facilities and the City may, from time to time, reconstruct, replace and relocate such facilities as the City desires. Further, the City shall determine, in its discretion, where the catch basin(s) for such facilities will be located to capture storm water drainage from Owner’s Parcel. Owner, at Owner’s sole expense, shall direct all storm water drainage from Owner’s Parcel to such catch basin(s). Notwithstanding anything in this agreement to the contrary, the City has not granted any ownership or easement rights to Owner regarding any

public drainage easements and right-of-way used by the City to meet its obligations under this Section 2.2 and Owner shall not claim any such rights.

- 2.3. **Maintenance and Repair of Pond.** Subject to Owner's obligations under this Agreement, the City shall maintain the Pond in good condition and repair.
- 2.4. **Payment of Storm Water Fees.** Regarding Owner's Parcel, Owner shall timely pay all fees required by the Code for discharge, drainage, detention and retention of storm water runoff. Owner acknowledges that it has reviewed an initial estimate of such fees prior to executing this agreement. These fees are in addition to any storm water reuse fees described in Section 3 below.

3. **Storm Water Reuse.**

- 3.1. **Green Space Easement.** Subject to the conditions, limitations and reservations contained in this agreement, Owner hereby grants the City and its successors and assigns an in gross easement under, across and over Owner's Green Space (the "**Green Space Easement**") for the following purposes: i) disbursing Reuse Water onto Owner's Green Space; and ii) examining Owner's Irrigation Improvements to ascertain the manner in which Reuse Water is being used, the quantity of Reuse Water being used, and any other information regarding Owner's Green Space, the System, Owner's Irrigation Improvements or Reuse Water that the City deems pertinent. Owner shall not use Owner's Green Space for any purpose that will interfere with the rights and uses granted by the Green Space Easement. The Green Space Easement shall exist as a commercial in gross easement that is perpetual, irrevocable, and assignable. While exercising its rights under the Green Space Easement, the City shall not unreasonably interfere with any business being conducted on Owner's Parcel by Owner or Permittees.
- 3.2. **Delivery Point Easement.** Subject to the conditions, limitations and reservations contained in this agreement, Owner hereby grants the City and its successors and assigns an in gross easement under, across and over Owner's Open Space (the "**Delivery Point Easement**") for the purposes of installing, maintaining, repairing and replacing pipes and apparatus to deliver Reuse Water to the Delivery Point. Owner shall not use Owner's Open Space for any purpose that will interfere with the rights and uses granted by the Delivery Point Easement. Such Delivery Point Easement shall exist as a commercial in gross easement that is perpetual, irrevocable, and assignable. While exercising its rights under the Delivery Point Easement, the City shall not unreasonably interfere with any business being conducted on Owner's Parcel by Owner or Permittees.
- 3.3. **Owner's Green Space Improvements.** Owner, at its expense, shall design and install landscaping improvements on Owner's Green Space as required by the Code or any applicable Development Agreement. Owner shall complete the construction of such landscaping improvements by no later than [insert date]. Thereafter, Owner shall, at its expense, keep all such landscaping improvements in good condition and repair (and install replacements when necessary).

- 3.4. **Owner's Irrigation Improvements.** Owner, at its expense, shall design and construct Owner's Irrigation Improvements in a manner capable of disbursing the Maximum Volume of Reuse Water onto Owner's Green Space each day during the Irrigation Season. Owner shall complete the construction of Owner's Irrigation Improvements by no later than [insert date]. Thereafter, Owner shall, at its expense, keep Owner's Irrigation Improvements in good condition and repair (and install replacements when necessary). Owner shall not excavate or otherwise attempt to enter upon City streets, parking strips, sidewalks, or other public right-of-way to lay, remove or repair Owner's Irrigation Improvements nor allow any Permittees to do so.
- 3.5. **Meter.** As part of Owner's Irrigation Improvements, Owner shall install and maintain a meter capable of measuring, in U.S. gallons, the volume of Reuse Water used on Owner's Green Space. The initial meter installed by Owner and any replacement meters are subject to the City's prior approval.
- 3.6. **City's Delivery of Reuse Water.** Commencing on the Delivery Commencement Date, the City shall make Reuse Water available at the Delivery Point for use on Owner's Green Space during each Irrigation Season, subject to the following:
- 3.6.1 **Volume Control.** The City shall have exclusive control over the volume of Reuse Water delivered to Owner's Green Space. *For example, The City may vary the volume of Reuse Water delivered to meet Carver County volume control and water quality requirements.* Except as provided in Section 3.6.2 below, the City shall use commercially reasonable efforts to deliver no less than the Minimum Volume of Reuse Water each day during an Irrigation Season.
- 3.6.2 **Interruption.** The City does not warrant continuous service. Any interruption in the City's delivery of Reuse Water to Owner's Green Space during an Irrigation Season ("**Interruption**") shall not be deemed a breach of this agreement by the City nor render the City liable to Owner for damages. During any period of Interruption, however, Owner's obligation to consume Reuse Water under Section 3.7 below shall abate until service is restored by the City. Further, the following provisions shall apply, as applicable:
- 3.6.2.1. **Involuntary.** In the event of an involuntary Interruption, the City shall make commercially reasonable efforts to restore service once it becomes aware of the Interruption. If Owner becomes aware of any Interruption (excepting any voluntary interruption pursuant to Section 3.6.2.2 below), Owner shall give the City prompt, written notice of the Interruption.
- 3.6.2.2. **Voluntary.** The City may, at any time, modify or suspend the delivery of Reuse Water to Owner's Green Space: i) to make repairs, modifications, replacements and improvements to the

System; or ii) if the City determines that Reuse Water usage needs to be scheduled, restricted or otherwise limited due to demands on the System caused by drought, mechanical failure or other reasons.

- 3.7. **Owner's Use of Reuse Water.** Owner shall fully comply with the following requirements:
- 3.7.1 **No Assignment.** Reuse Water delivered to the Delivery Point shall only be used to irrigate Owner's Green Space and for no other purpose. Owner shall not allow any other person or property owner to use such Reuse Water.
 - 3.7.2 **No Contamination.** Owner shall not connect any part of Owner's Irrigation Improvements to any part of the City's potable water system. Owner shall not place or introduce into the System any matter, substance, chemical, or compound without written authorization from the City.
 - 3.7.3 **No Waste.** Owner shall not waste Reuse Water or allow it to be wasted by Permittees or improperly maintained facilities (*e.g., valves, joints or pipes*). Flood irrigation using Reuse Water is prohibited unless authorized by the City in writing.
 - 3.7.4 **No Interference.** Unless the City and Owner agree to the contrary, confirmed in writing, the City shall turn the delivery of Reuse Water on and off at the Deliver Point each Irrigation Season. As such, Owner shall not turn Reuse Water on or off at the Deliver Point nor allow any Permittee to do so unless the above-described agreement has been reached.
 - 3.7.5 **No Destruction.** Owner shall not destroy, deface, injure, or interfere with the operation of any part of the System.
 - 3.7.6 **No Improper Use.** Owner shall not use nor allow any Permittee to use Reuse Water to drive or propel any motor, siphon, turbine, wheel, hydraulic engine, elevator, or other machinery of any kind.
- 3.8. **Water Quality Disclaimer and Signage.** Owner acknowledges that Reuse Water will have only limited treatment or chemical modification. Owner shall not use or allow any Permittees to use Reuse Water for potable or consumptive use. Owner shall place no less than four (4) signs on Owner's Parcel providing notice to Permittees and the public of such restrictions.
- 3.9. **Connection Charge.** Owner shall pay the City a connection charge ("**Connection Charge**") to connect Owner's Irrigation Improvements to the System equal to:
- 60% of Owner's estimated cost, as calculated by the City Engineer, to construct the on-site water quality and filtration improvements that would be required if Owner's Parcel was not connected to the System;

plus

100% of the City's estimated cost, as calculated by the City Engineer, to construct all improvements necessary to connect Owner's Parcel to the System.

Owner acknowledges and agrees the Connection Charge is fair and equitable. The Connection Charge is due and payable within 10 days after the City approves connection to the System. If Owner fails to timely pay the Connection Charge, the City may immediately terminate this agreement upon written notice to Owner. If termination occurs, the City shall have no obligation to connect Owner's Parcel to the System and Owner shall address all storm water drainage requirements on-site in full compliance with Applicable Storm Water Laws (defined in Section 4.1.2 below).

3.10. **Reoccurring Charges.** The City shall bill Owner for all Reuse Water consumed regarding Owner's Green Space pursuant to Chapter 415, subject to the following requirements:

3.10.1 **Rate.** The initial Water Reuse rate shall be \$2.50 for each 1,000 U.S. gallons of Reuse Water consumed. This rate may be unilaterally adjusted by the City, from time to time, in a fair and equitable manner.

3.10.2 **Invoices.** Owner shall pay each invoice for Reuse Water consumption as required by Chapter 415.

3.10.3 **Minimum Volume Requirement.** If on any day during an Irrigation Season the Minimum Volume of Reuse Water is not disbursed on Owner's Green Space because Owner's Irrigation Improvements are incapable of disbursing such amount, then the charge for such day shall equal the charge that would have applied had the Minimum Volume of Reuse Water been disbursed (subject to abatement pursuant to Section 3.6.2 above).

3.10.4 **Maximum Volume Limitation.** If on any day during an Irrigation Season the City disburses more than the Maximum Volume of Reuse Water on Owner's Green Space, then the charge for such day shall equal the charge that would have applied had the Maximum Volume been disbursed.

4. **Remedies and Enforcement.**

4.1. **Breach by Owner.** If Owner breaches this agreement and fails to cure such breach within 10 days of the date that the City gives Owner notice of such breach, then the City may enforce any of the following remedies (or any combination thereof):

4.1.1 **Suspension.** The City may suspend Reuse Water service to Owner's Parcel.

4.1.2 **Termination.** The City may terminate this agreement and the easements contained herein, in which event Owner shall reconfigure and reconstruct Owner's Parcel to fully comply with Applicable Storm Water Laws using on-site solutions located solely on Owner's Parcel (*e.g., holding ponds, rain gardens, amended soils, and runoff controls*). For purposes of this

agreement, “**Applicable Storm Water Laws**” means laws, regulations, ordinances and governmental orders, directives and policies regarding storm water and the drainage, retention and treatment thereof.

4.1.3 **Collection of Delinquent Charges.** If the breach relates to any amount past due, the City may treat such amount as a delinquent utility charge under the Code. Without limiting the general nature of the immediately preceding sentence, Owner specifically agrees the City may assess Owner’s Parcel for all delinquent charges.

4.1.4 **Self Help.** If Owner fails to install or maintain Owner’s Irrigation Improvements as required by this agreement or Chapter 415, the City may enter onto Owner’s Parcel for the purposes of curing such breach at Owner’s expense (and Owner hereby grants the City a temporary easement for making such entry). Owner shall reimburse the City for any costs incurred by the City in exercising its rights under this Section 4.1.4. Any such reimbursement shall be due and payable 10 days after the City gives Owner notice of its reimbursement request.

4.1.5 **Other Legal and Equitable Remedies.** In addition to the above, the City may seek any other remedy available at law or in equity including, but not limited to, damages, specific performance and injunctive relief.

4.2. **Breach by the City.** If the City breaches this agreement and fails to cure such breach within 10 days of the date that Owner gives the City notice of such breach, then Owner may seek any remedy available at law or in equity.

4.3. **Ordinance Violation.** Any violation of Chapter 415 or any other provision of the Code may result in civil or criminal penalties pursuant to Code in addition to any remedies available to the City pursuant to this agreement.

5. **Warranties and Liability Limitations.** Except as expressly provided in this agreement to the contrary, the City makes no warranty, express or implied, with respect to the System and the City specifically disclaims any warranty of merchantability and of fitness for a particular purpose. Notwithstanding anything in this agreement to the contrary, the City shall not be liable for any damage or injury to vegetation caused by Reuse Water or for any damage or injury caused by a person ingesting Reuse Water. Further, notwithstanding anything in this agreement to the contrary, neither party shall be liable to the other for consequential, special or exemplary damages. Moreover, nothing in this this agreement shall be construed as waiving or altering any immunity afforded the City or any liability limitations applicable to the City. The provisions of this Section 5 shall survive the expiration or earlier termination of this agreement.

6. **Chapter 415.** To the extent any provision of this agreement conflicts with any provision of Chapter 415, Chapter 415 shall control.

7. **Subdivision.** Owner agrees that Owner shall not subdivide Owner's Parcel without the City's consent. The City may condition any such consent on the owners of the resulting parcels entering new agreements for each resulting parcel that are substantially similar to this agreement. The City may further require reimbursement of all costs incurred by the City regarding reconfiguration of the System to accommodate the subdivision request. All such conditions and similar conditions shall be deemed reasonable.
8. **Mortgagees.** Owner shall cause each mortgagee holding a mortgage on Owner's Parcel as of the Effective Date to subordinate its mortgage to this agreement using a recordable document approved by the City and recorded against Owner's Parcel at Owner's expense.
9. **Change in Laws.** If any law is enacted or becomes effective, any regulation is promulgated or becomes effective, any court or administrative agency decision is rendered, any administrative agency interpretation is issued, or any similar action is taken which, in the City's reasonable opinion, is likely to cause any of this agreement's provisions to be in violation of any such law, regulation, decision, interpretation or similar action, then the parties will use their best efforts, proceeding with dispatch and without unnecessary delay, to reform this agreement so as to achieve, as nearly as possible, the original goals of the parties to this agreement without the risk of such violation.
10. **Termination.** This agreement may only be terminated under the following circumstances:
 - 10.1. **Agreement.** The agreement shall terminate if the City and Owner agree to terminate the agreement.
 - 10.2. **Breach.** This agreement shall terminate if the City exercises its right to terminate this agreement based on Owner's breach as described in Section 4.1.2.
 - 10.3. **Restoration of Owner's Parcel to its Natural State.** Owner may unilaterally terminate the agreement if Owner razes all improvements on Owner's Parcel and restores Owner's Parcel to its Natural State, provided all the following requirements are met:
 - 10.3.1 **Notice.** Owner gives the City written notice, not less than 180 days prior to razing any improvements, of Owner's intent to restore Owner's Parcel to its Natural State.
 - 10.3.2 **Permits.** Owner obtains all required permits and approvals to perform such work.
 - 10.3.3 **Inspection.** Owner allows the City, Carver County, the State of Minnesota, and their consultants to inspect Owner's demolition and restoration work.
 - 10.3.4 **Cost Reimbursement.** Owner allows the City to disconnect the System from the Delivery Point and Owner reimburses the City for all costs incurred by the City to disconnect the System.
 - 10.3.5 **Disconnection from Potable Water System.** Owner has the City, at Owner's expense, disconnect Owner's Parcel from the City's potable water system.

10.3.6 **Recordable Termination.** Owner, at its expense, prepares a written termination agreement, the form of which shall be subject to the City's approval, and records such termination in the property records for the Parcels.

10.4. **Termination by the City.** The City may unilaterally terminate this agreement by written notice to Owner if the City determines, in its sole discretion, that it is no longer economically feasible or desirable to continue providing the System, provided all the following requirements are met:

10.4.1 **Notice.** The City gives Owner not less than 180 days prior written notice that the City is electing to terminate this agreement and stating the termination date.

10.4.2 **Replacement Drainage Easement.** With its notice, the City delivers a new drainage easement to Owner that allows Owner's Parcel to drain up to 100% of its excess storm water into the Pond (the "**Replacement Easement**") notwithstanding the termination of this agreement.

10.4.3 **Disconnection from System.** The City disconnects the System from the Delivery Point at the City's expense on or before the date of termination at the City's expense.

10.4.4 **Recordable Termination.** The City at its expense, prepares a written termination agreement, the form of which shall be subject to Owner's approval, and records such termination in the property records for the Parcels.

11. **Miscellaneous.**

11.1. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery addressed to a party at its address listed below. Notice shall be deemed given upon receipt or refusal to accept delivery. A party may change from time to time its respective address for notice hereunder by like notice to the other party to this agreement.

The address of the City is as follows:

City Administrator
201 South Vine Street
Waconia, MN 55387

The address of Owner is as follows:

[name]

[street address]

[city] [state] [zip code]

- 11.2. **Entire Agreement.** This agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings of the parties are superseded by this agreement.
- 11.3. **Interpretation.** The language in this agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. No easements, except those expressly set forth herein, shall be implied by this agreement.
- 11.4. **Attorneys' Fees.** In the event either party to this agreement institutes any legal action or proceeding against the other party for the enforcement of any right or obligation herein contained, the prevailing party, after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 11.5. **Amendment.** The provisions of this agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the City and Owner, evidenced by a document that has been fully executed and acknowledged by the City and Owner and recorded in the official records of the County Recorder/Registrar of Titles of Carver County, Minnesota.
- 11.6. **Consents.** Wherever in this agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 11.7. **No Waiver.** No waiver of any default of any obligation by any party bound hereunder shall be implied from any omission by the other party with rights hereunder to take any action with respect to such default.
- 11.8. **No Agency.** Nothing in this agreement shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the City and Owner.
- 11.9. **Covenants Run with Land.** Each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and shall bind every person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 11.10. **Grantee's Acceptance.** The grantee or assignee of any of the Parcels, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and

subject to the easements, covenants, conditions, restrictions and obligations contained herein.

- 11.11. **Severability.** Each provision of this agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this agreement. In the event the validity or enforceability of any provision of this agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Parcels or any combination of them by the same person or entity shall not terminate this agreement nor in any manner affect or impair the validity or enforceability of this agreement.
- 11.12. **Time.** All references in this agreement to “days” shall mean calendar days unless expressly referred to as “business days.” If the day for performance of any obligation under this agreement is a Saturday, Sunday or legal holiday recognized by the City, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday recognized by the City. Time is of the essence.
- 11.13. **Governing Law.** The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this agreement.
- 11.14. **Estoppel Certificates.** Either party, within 10 days of its receipt of a written request from the other, shall from time to time provide the requesting party, a certificate binding upon such party stating: (i) to the best of such the party’s knowledge, whether any party is in default or violation of this agreement and if so identifying such default or violation; and (ii) that this agreement is in full force and effect and identifying any amendments to the agreement as of the date of such certificate.
- 11.15. **Bankruptcy.** In the event of any bankruptcy affecting any party or occupant of any of the Parcels, this agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not injectable, in whole or in part, by the bankrupt person or entity.
- 11.16. **Commercially Reasonable.** With respect to matters arising under this agreement, each party shall act in a commercially reasonable manner except when another standard is expressly provided.
- 11.17. **Inapplicability of MCIOA.** Declarant hereby declares that (i) this agreement is being filed primarily for the purpose of creating rights with respect to access and utilities, and (ii) the parties do not intend or elect to have the Parcels or any part thereof governed by the Minnesota Common Interest Ownership Act (“MCIOA”), Minnesota Statutes Chapter 515B. Accordingly, the terms and provisions of MCIOA shall have no applicability to the Parcels.

11.18. Recitals and Exhibits. The recitals set forth above, and the exhibits attached hereto, are incorporated and made a part of this agreement.

This agreement is entered into as of the Effective Date.

[Signature pages follow.]

SIGNATURE PAGE TO STORM WATER DRAINAGE AND REUSE EASEMENT

CITY OF WACONIA

By: Kent Bloudek
Its: Mayor

Susan M H Arntz
Its: City Administrator/Clerk

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

The foregoing was acknowledged before me this ____ day of _____, [insert year] by Kent Bloudek and Susan MH Arntz, the Mayor and City Administrator/Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO STORM WATER DRAINAGE AND REUSE EASEMENT

[INSERT NAME OF OWNER ENTITY]

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 owner], the [insert title of person signing for owner] of [insert name of owner entity], a [insert state where owner entity was organized], on behalf of the [list type of owner entity].

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Waconia
201 South Vine Street
Waconia, MN 55387
(952) 442-2184

EXHIBIT A

Diagram Depicting Delivery Point

[Insert a black and white diagram clearly depicting the delivery point. The diagram must be easy to read and sharp. Do not use a diagram that has already been copied or that has color elements.]

EXHIBIT B

Diagram Depicting Owner's Green Space

[Insert a black and white diagram clearly depicting the Owner's Green Space (as defined in the agreement). The diagram must be easy to read and sharp. Do not use a diagram that has already been copied or that has color elements.]

EXHIBIT C
Site Plan for Owner's Parcel

[Insert a black and white diagram clearly depicting the Site Plan for the Owner's Parcel. The diagram must be easy to read and sharp. Do not use a diagram that has already been copied or that has color elements.]

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 Storm Water Drainage and Reuse 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

Version: 05-12-2020

C. Figures

1. WORK BY THE CONTRACTOR

- ## 2. EQUIPMENT INCLUDED IN EQUIPMENT AND CONTROLS PACKAGE

- ### 3. WORK BY OTHERS

- #### 4. START UP

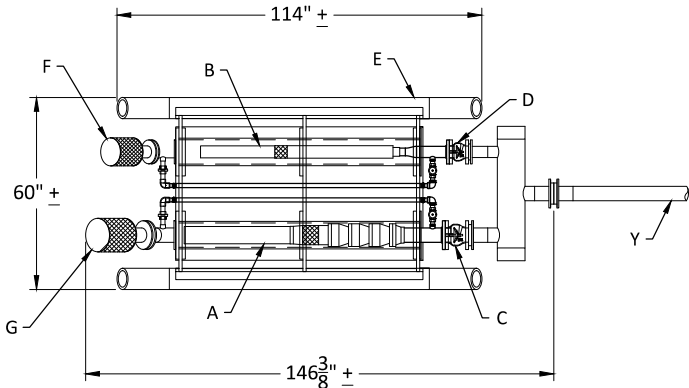
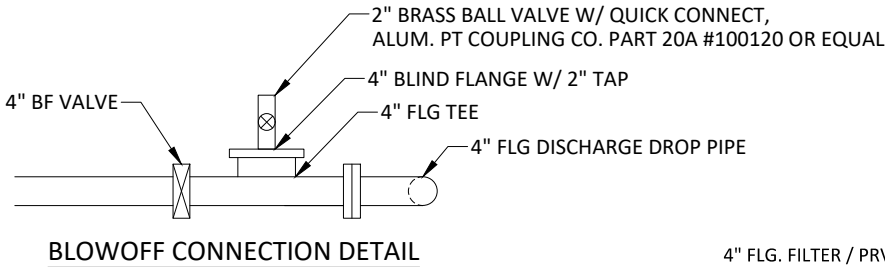
-
- 6" CONCRETE PAVEMENT
(2531) W/ 6"x6" 10/10 W.W.F.
- 24" GRANULAR BORROW (3149)
SEE SPECIFICATIONS
- SUBGRADE PREPARATION (2112)(INCIDENTAL)

PUMP STATION SPECIFICATIONS:
NAME: TEWAPA WATER REUSE, TEWAPA, MN
STATION MODEL: BMXV-1-25V/7.5STV-460-3-280-95
STATION TOTAL PERFORMANCE: 280 GPM @ 95 PSI
PUMP HORSEPOWER:
JOCKEY: 7.5HP
PUMP NO.1: 25HP
CHECK VALVE SIZE:
JOCKEY: 3"
PUMP NO.1: 4"
ISOLATION VALVE SIZE:
STATION DISCHARGE ISOLATION VALVE SIZE: 4"
DISCHARGE MANIFOLD SIZE: 4"

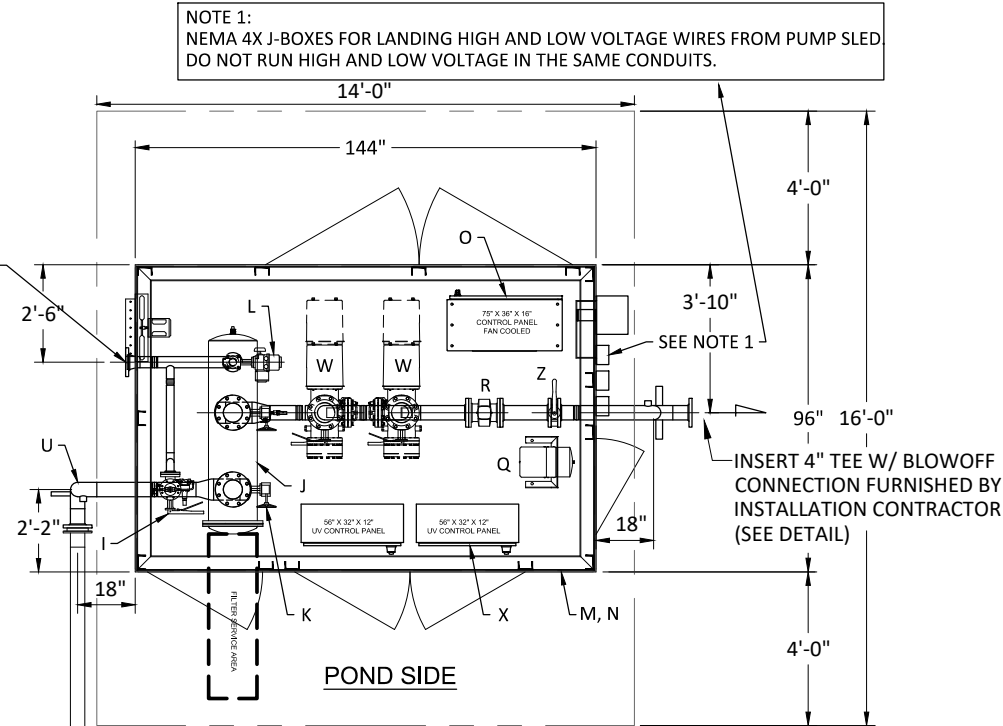
STATION DISCONNECT: 125 AMP
POWER REQUIREMENTS: 460V, 3PH, 60HZ, 95 FLA
ENCLOSURE EXHAUST FAN: 1700 CFM @ 0.250-in. SP

- STATION COMPONENTS:
- A 25HP PUMP AND MOTOR
 - B 7.5HP JOCKEY PUMP & MOTOR
 - C 4" CHECK VALVE
 - D 3" CHECK VALVE
 - E HDPE PUMP SLED W/ 2-AXLE WHEEL KIT
 - F 3" SCS-3 SELF-FLUSHING INTAKE SCREEN
 - G 4" SCS-4 SELF-FLUSHING INTAKE SCREEN
 - H SUBMERSIBLE LEVEL TRANSDUCER w/ BACKUP FLOAT & 100FT CABLE
 - I 2" PRESSURE RELIEF VALVE
 - J VAF V1000-6 FILTER w/ 25 MICRON SCREEN
 - K FILTER ISO VALVE
 - L FILTER DISCHARGE VALVE W/ EBV CONTROL
 - M PAINTED COMPOSITE ENCLOSURE (GREEN)
 - N PAINTED STEEL BASE (GREEN)
 - O PUMP CONTROL PANEL
 - P PRESSURE TRANSDUCER
 - Q 3 KVA LOAD CENTER
 - R ELECTROMAGNETIC FLOW METER
 - S ENCLOSURE COOLING FAN
 - T ENCLOSURE AIR INTAKE LOUVERS
 - U 4" FLG. INTAKE DROP PIPE
 - V 4" FLG. DISCHARGE DROP PIPE
 - W SW-425-6 UV UNIT 280 GPM @ 64 mJ/cm2 @ 55% UVT (x2)
 - X UV CONTROL PANEL w/ LOCKABLE TOUCH SCREEN COVER
 - Y 4" X 20'-0" HDPE PUMP DISCHARGE PIPE (QTY. 3)
 - Z 4" STATION DISCHARGE ISOLATION VALVE
 - AA 100FT PULL CABLE
 - AB 100 FT MOTOR LEADS

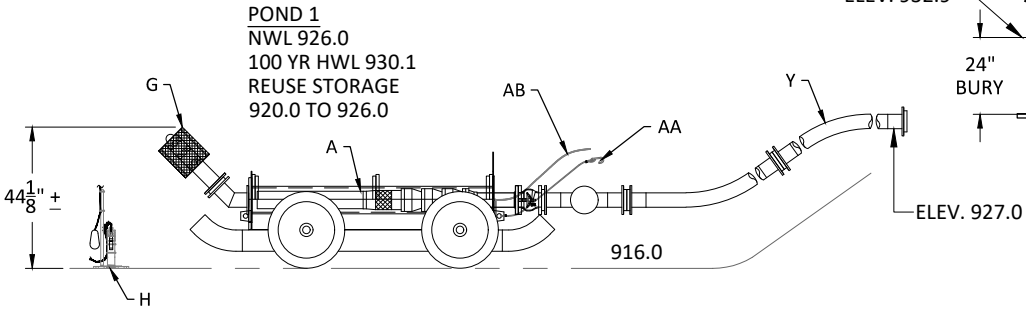
COMPOSITE ENCLOSURE DOOR LOCATIONS ARE FOR REFERENCE ONLY.
SIZE AND LOCATION OF DOORS TO BE DETERMINED AT TIME OF ORDER.



PLAN VIEW



NEMA 4X REMOTE PUMP DISCONNECTS AND LOW VOLTAGE J-BOXES TO BE MOUNTED CLOSE TO EDGE OF WATER BY INSTALLATION CONTRACTOR. DO NOT RUN HIGH AND LOW VOLTAGE IN THE SAME CONDUITS.



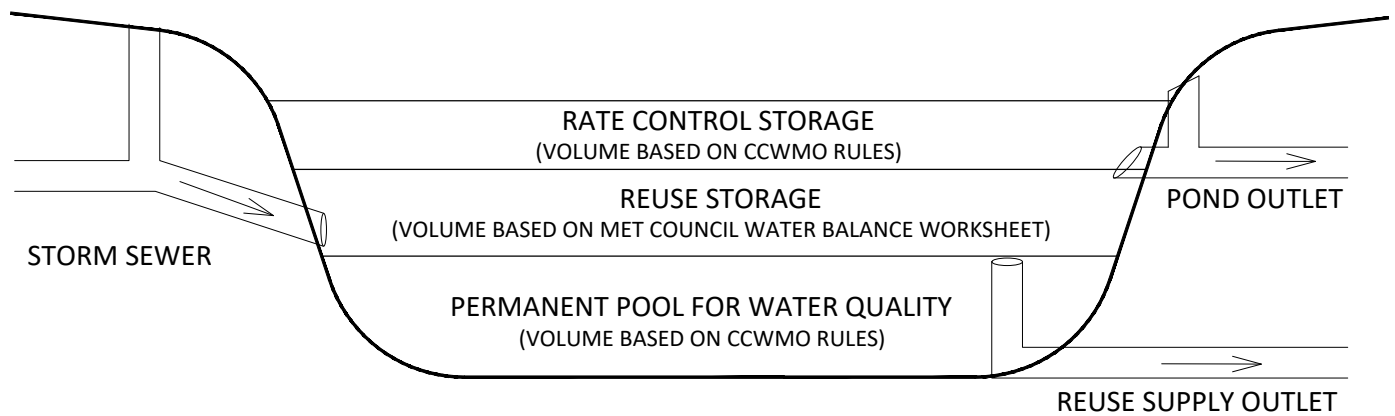
ELEVATION VIEW

FROM WATERTRONICS DRAWING NO. PRBMX1024

NOT TO SCALE



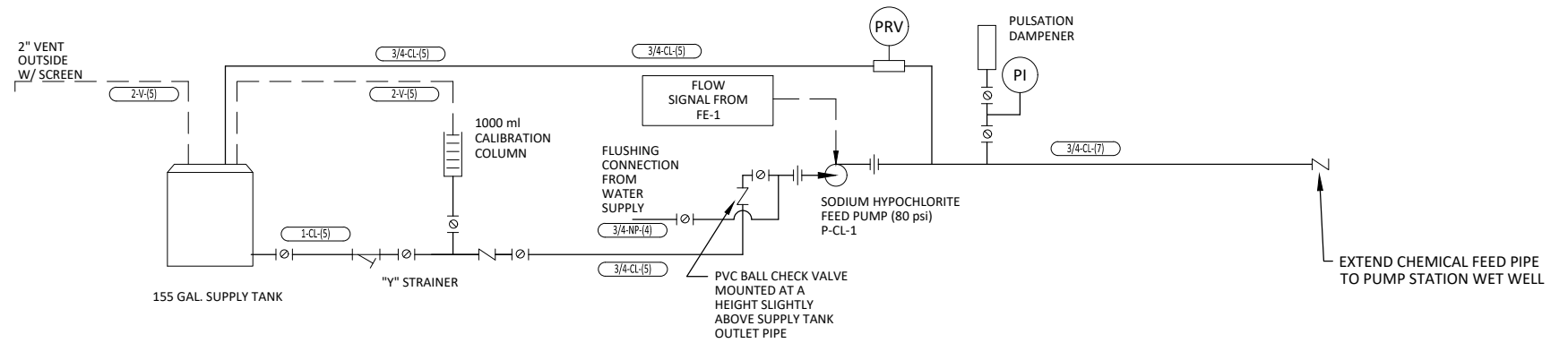
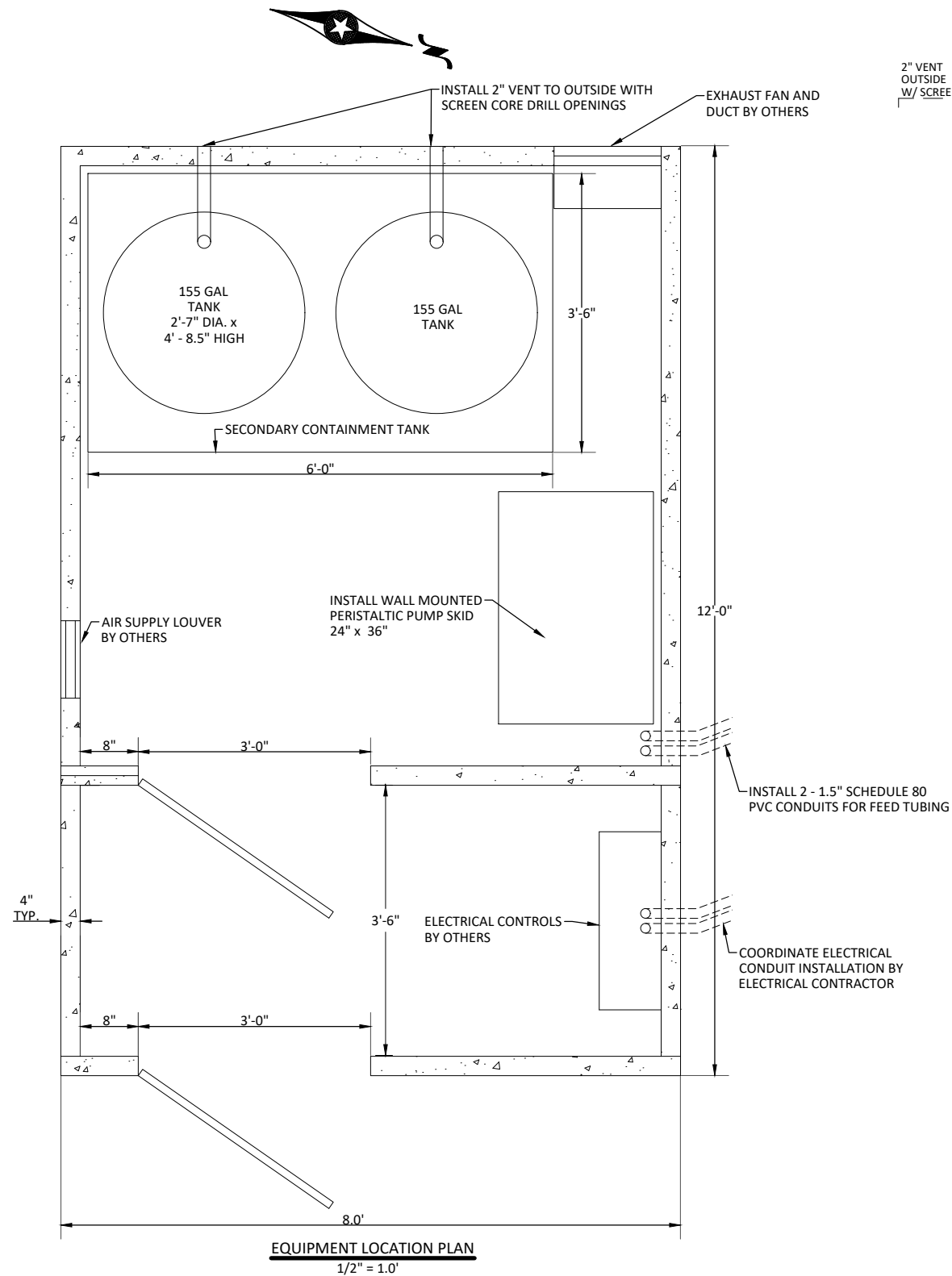
CITY OF WACONIA
STORMWATER REUSE STANDARDIZATION POLICY
TYPICAL PUMP SKID STATION



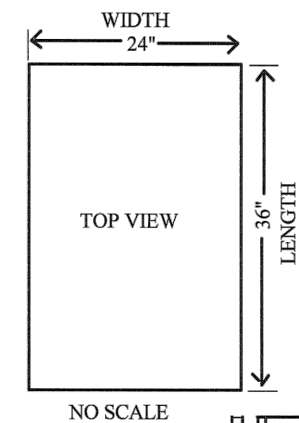
TYPICAL SECTION STORMWATER POND

NOT TO SCALE

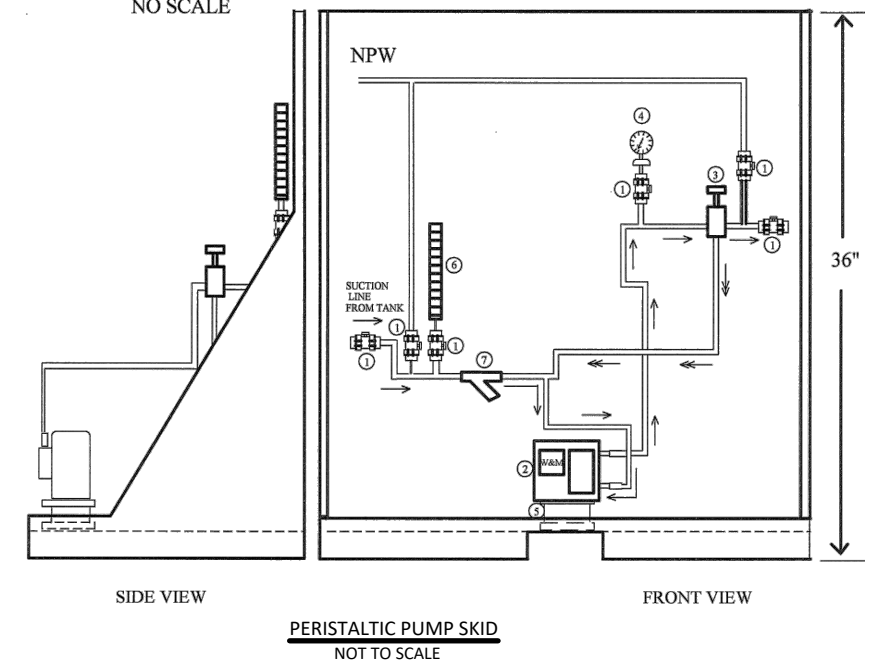
© Bolton & Menk, Inc. 2020. All Rights Reserved.
11/16/2024 10:25:23 AM C:\GIS\STORMWATER REUSE DETAILS\FIG-110621-HUNTERS XING EOP BLD STA.dwg 6/15/2020 8:39 AM



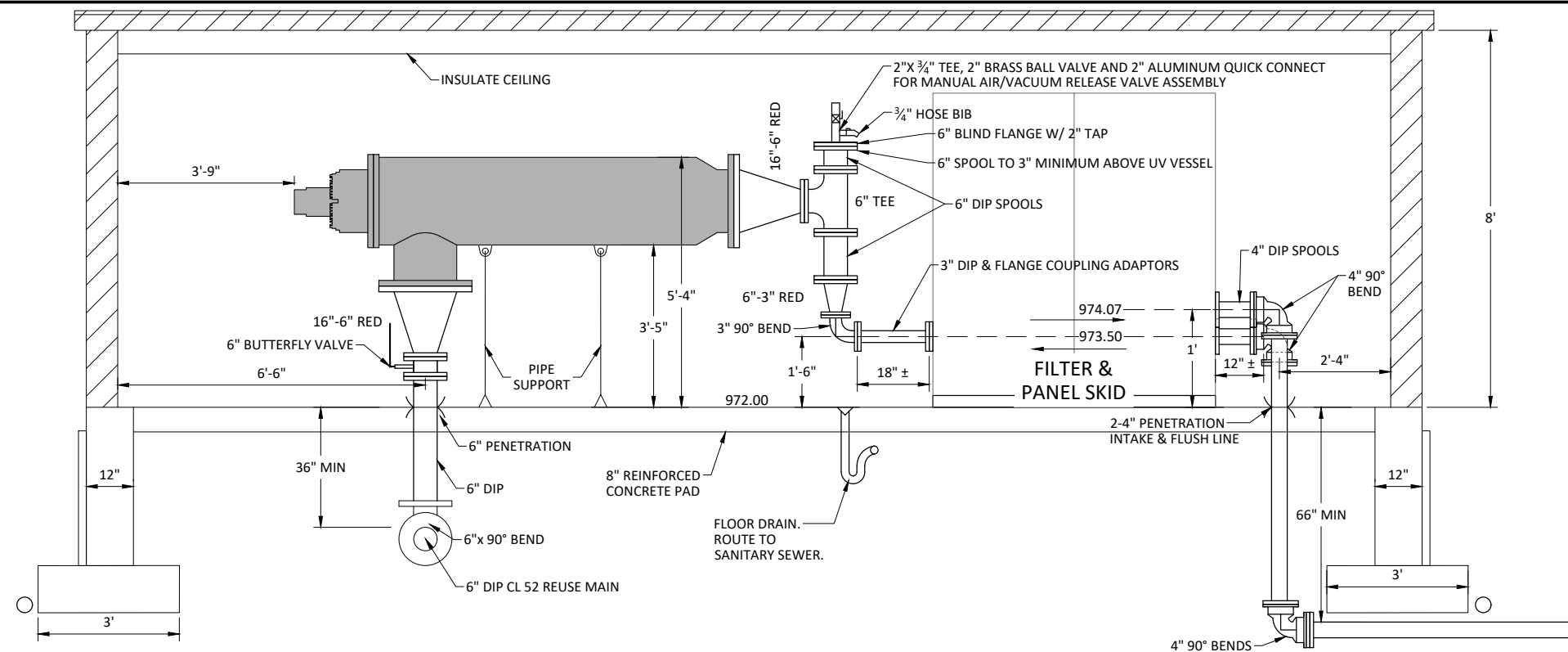
PIPE DESIGN TABLE		
PDT NO.	PIPE MATERIAL	FITTING MATERIAL
4	Copper, ASTM B88 Buried Service - Type K, Soft Temper Exposed Service - Type L, Hard Temper	Wrought Copper or Cast Bronze Solder Joint, ANSI B16.22, 150 psi
5	Polyvinyl Chloride, Schedule 80, Normal Impact ASTM D1785	Schedule 80 Polyvinyl Chloride, Socket Solvent Weld Joints, ASTM D2467
7	Linear Low Density Poly- ethylene Tubing, Vacuum Rated, Installed Inside 3" Schedule 80 PVC Pipe	Compression Fitting or Solvent Weld



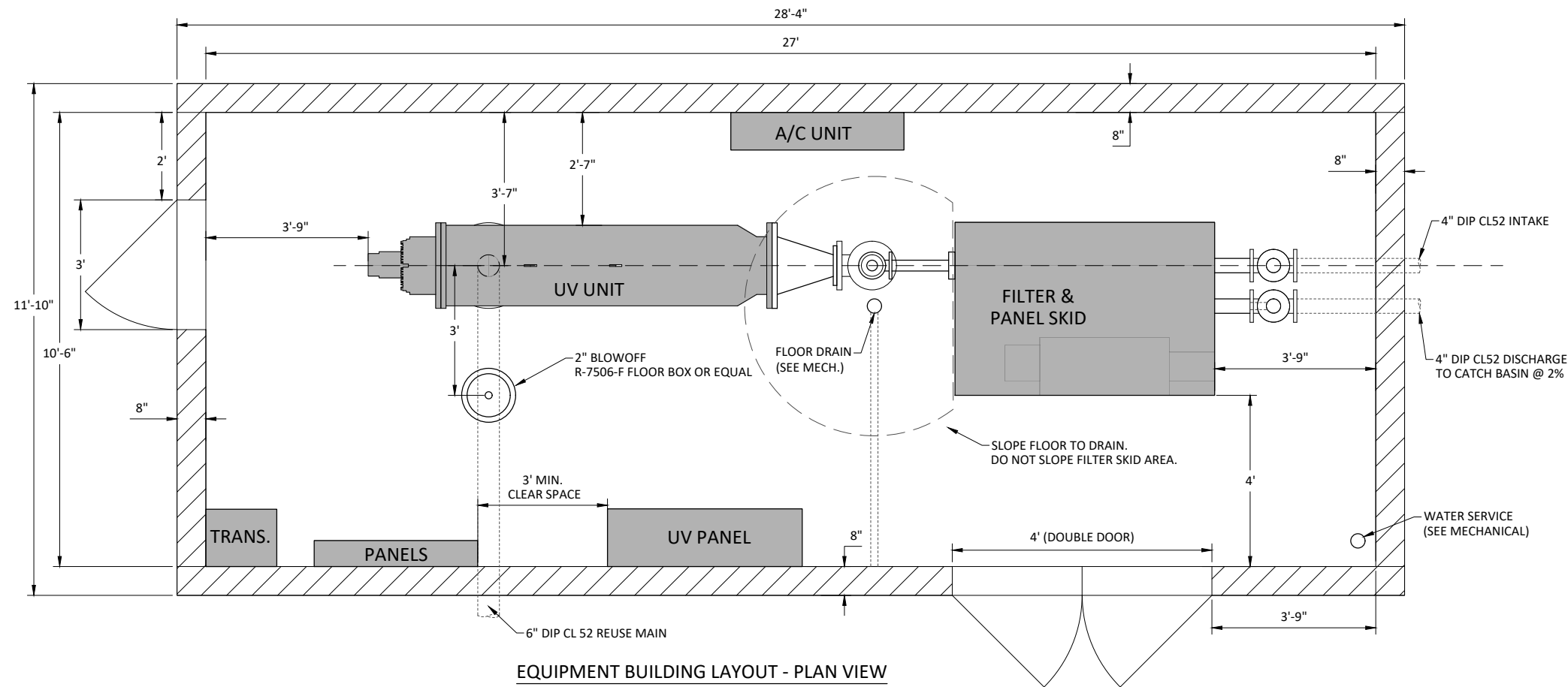
LEGEND		
NUM	QTY	DESCRIPTION
1	6	1/2" BALL VALVE
2	1	POLYMER FEED PUMP
3	1	PRV
4	1	PRESSURE GAUGE
5	1	PUMP STAND
6	1	CALIBRATION TUBE
7	1	Y- STRAINER
NOTE: PRV RETURN →		



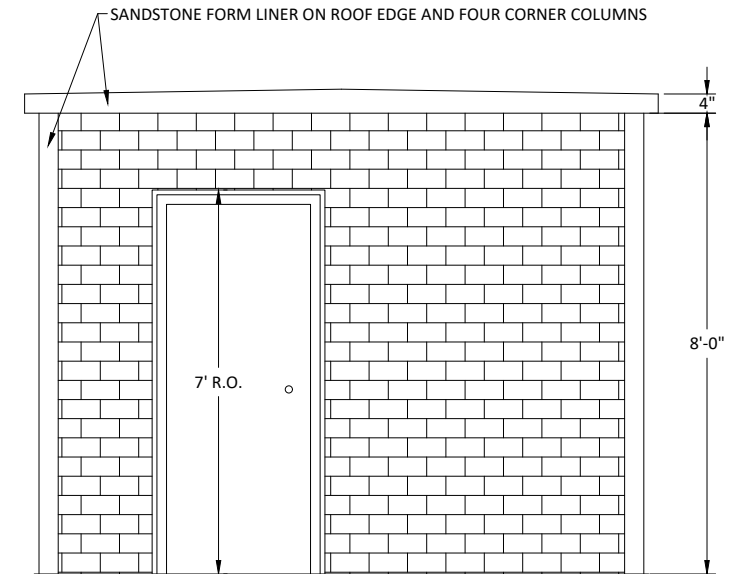
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H:\WACONIA\2020\2020-21\STORMWATER REUSE\DETAILS\HUNTERS XING EOP BLD STA.dwg 6/15/2020 8:39 AM



EQUIPMENT BUILDING - PROFILE VIEW



EQUIPMENT BUILDING LAYOUT - PLAN VIEW
NOT TO SCALE

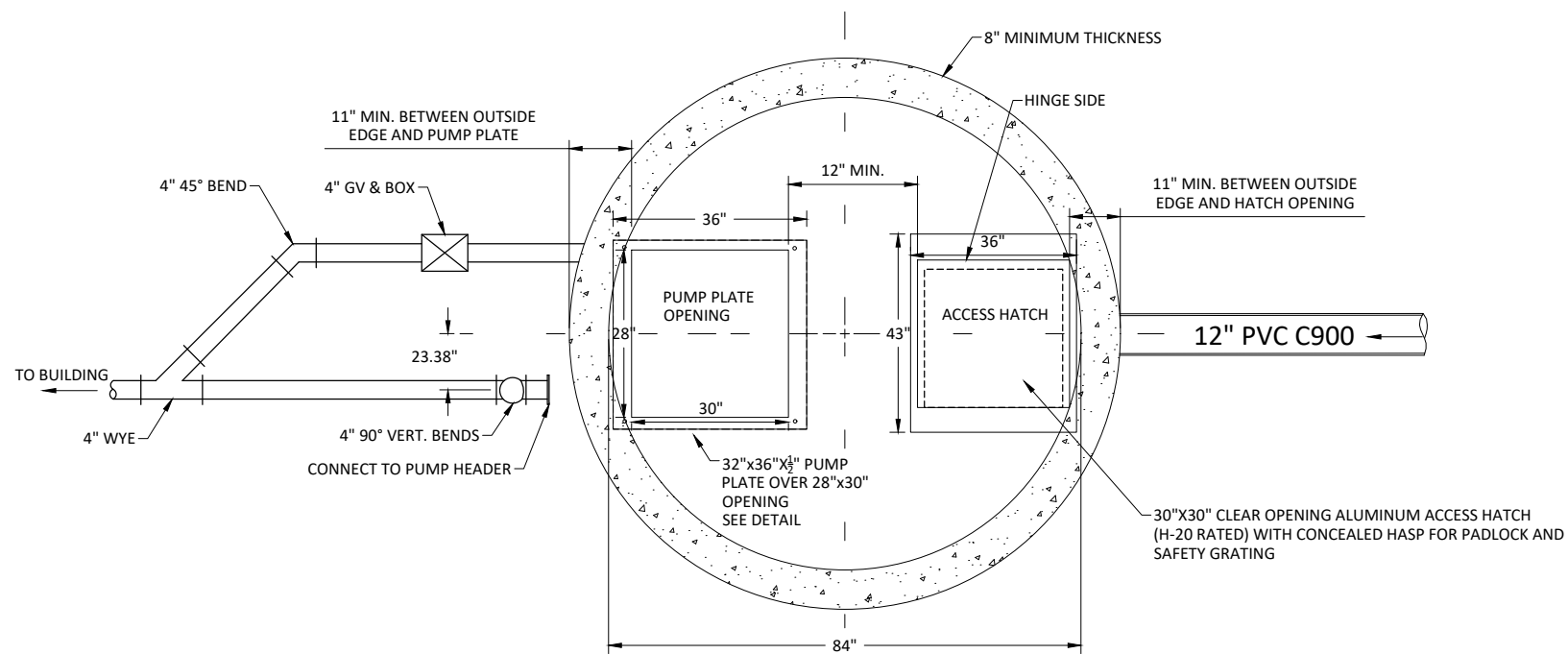


WEST ELEVATION
NOT TO SCALE

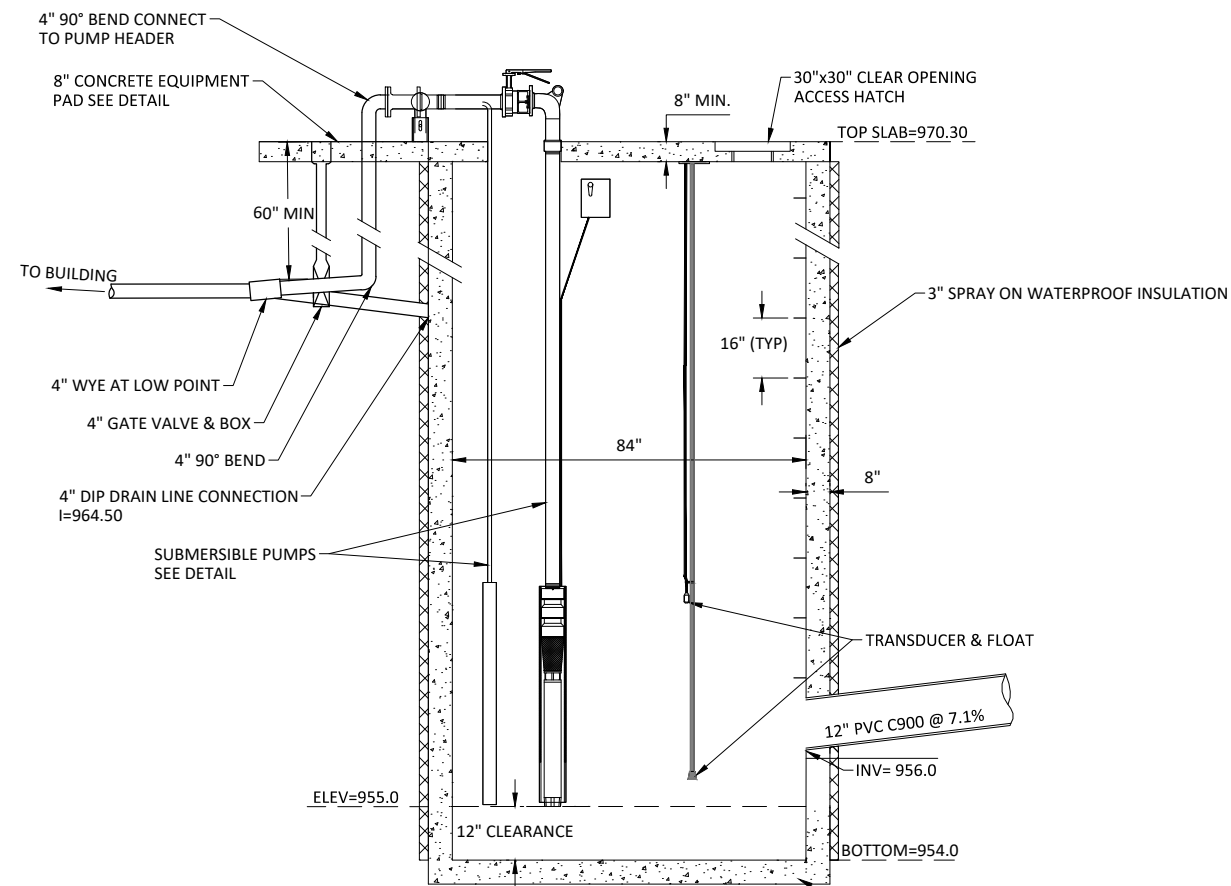
NOTE:
WALL PENETRATIONS MAY BE FORMED OR CORED AT THE CONTRACTORS OPTION; FULLY GROUT AROUND PIPE. ENSURE CMU'S ARE FULLY GROUTED BENEATH WALL PENETRATIONS. IF PIPE INTERFERES WITH WALL REINFORCEMENT, PLACE REINFORCING IN NEAREST ADJACENT CELL - DO NOT EXCEED 24" REINFORCEMENT SPACING.

FINISHES SCHEDULE			
CALL OUT	FORMLINER	TYPE	COLOR
INTERIOR		SATIN ACRYLIC	CUSTOM NP1
EXTERIOR	SMOOTH BRICK (3X8, ROUND MORT.)	SATIN ACRYLIC	RICHARDSON RED
ROOF	CEDAR SHAKE	SATIN ACRYLIC	CUSTOM JAVA
TRIM	SANDSTONE	SATIN ACRYLIC	DOVER WHITE
DOORS		DTM ACRYLIC	RICHARDSON RED
FLOOR		TK-290	

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11 WACONIA 11/24/2022 3:00 PM STORMWATER REUSE DETAILS (R18-1202) - HUNTERS XING COP. BLD STA.dwg 6/15/2020 8:39 AM



WET WELL TOP SLAB
NOT TO SCALE

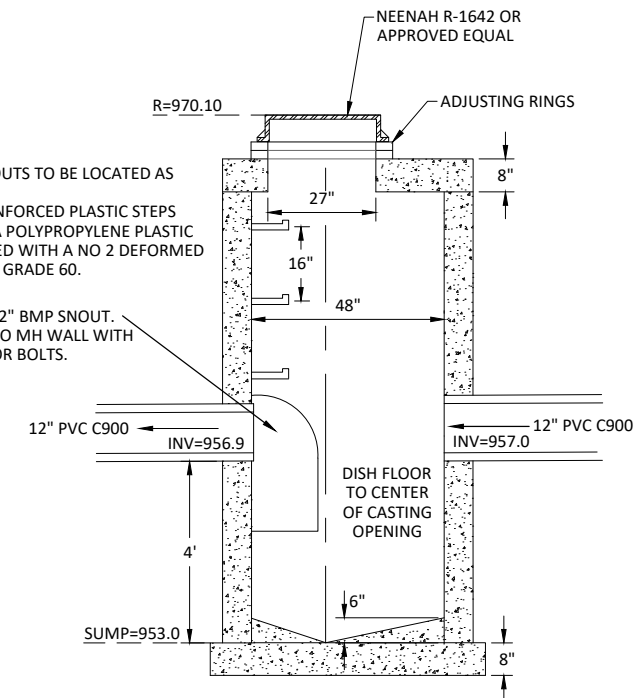


HUNTERS CROSSING PUMP STATION
WET WELL CONSTRUCTION
NOT TO SCALE

NOTES:

1. PIPE CUTOUTS TO BE LOCATED AS SPECIFIED
2. STEEL REINFORCED PLASTIC STEPS SHALL BE A POLYPROPYLENE PLASTIC REINFORCED WITH A NO 2 DEFORMED STEEL ROD GRADE 60.

INSTALL 12" BMP SNOOT.
ATTACH TO MH WALL WITH
SS ANCHOR BOLTS.



SECTIONAL VIEW

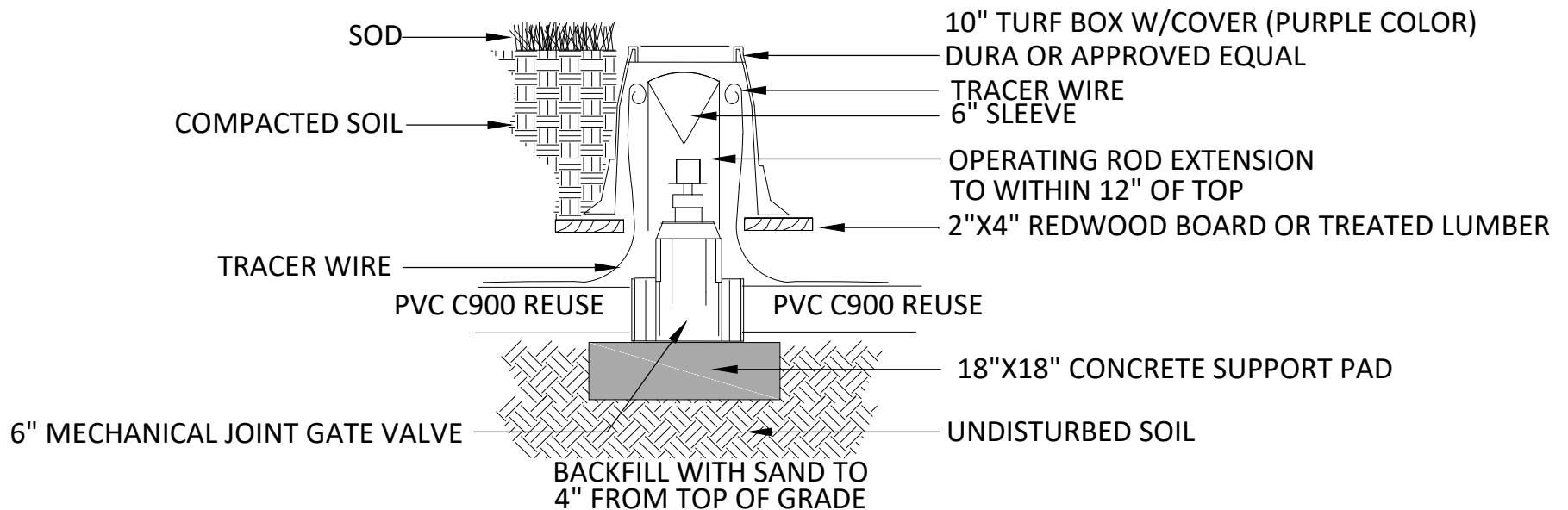
DRAINAGE STRUCTURE WITH SNOOT
NOT TO SCALE

GENERAL NOTES:

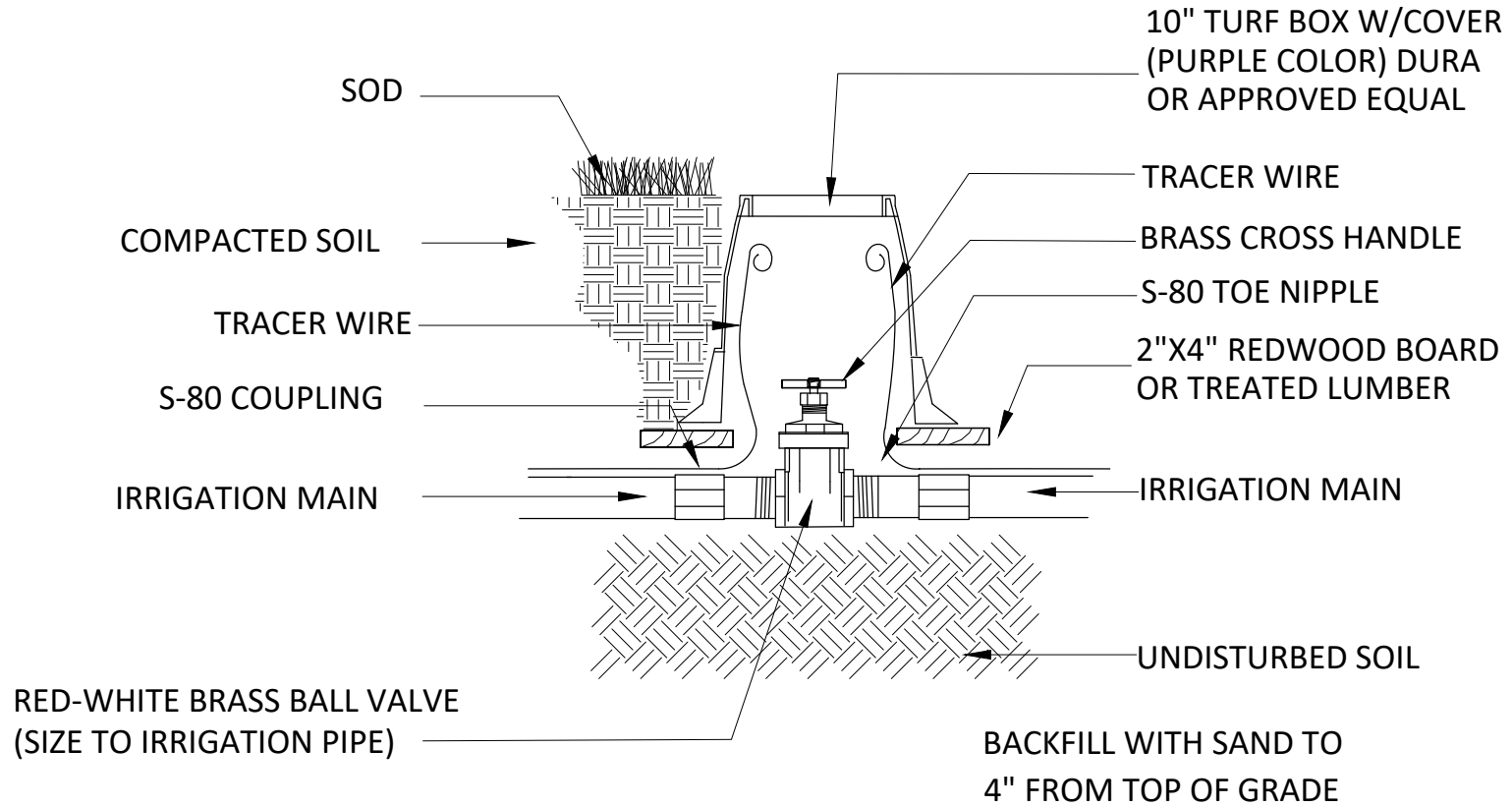
1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR WET WELL STRUCTURES AND LID WHICH INCLUDE REINFORCEMENT TYPE AND LOCATION, BUOYANCY CALCULATIONS.
2. ITEMS HIGHLIGHTED GRAY OR LABELED "PUMP PACKAGE" WILL BE PROVIDED BY THE CITY. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ITEMS FROM CITY AND INSTALLING THEM. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO THE ITEM AND MUST REIMBURSE THE CITY ANY COSTS ASSOCIATED WITH FIXING OR REPLACING THAT ITEM. UNTIL THE CONTRACT IS COMPLETE.
3. CONTRACTOR SHALL VERIFY PUMP PACKAGE ITEMS AND REPORT TO THE ENGINEER IMMEDIATELY IF DIFFERENT.

D. Construction Details - Stormwater Reuse Details

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STORMWATER REUSE
PLASTIC VALVE BOX (FOR TURF AREAS)
 NOT TO SCALE



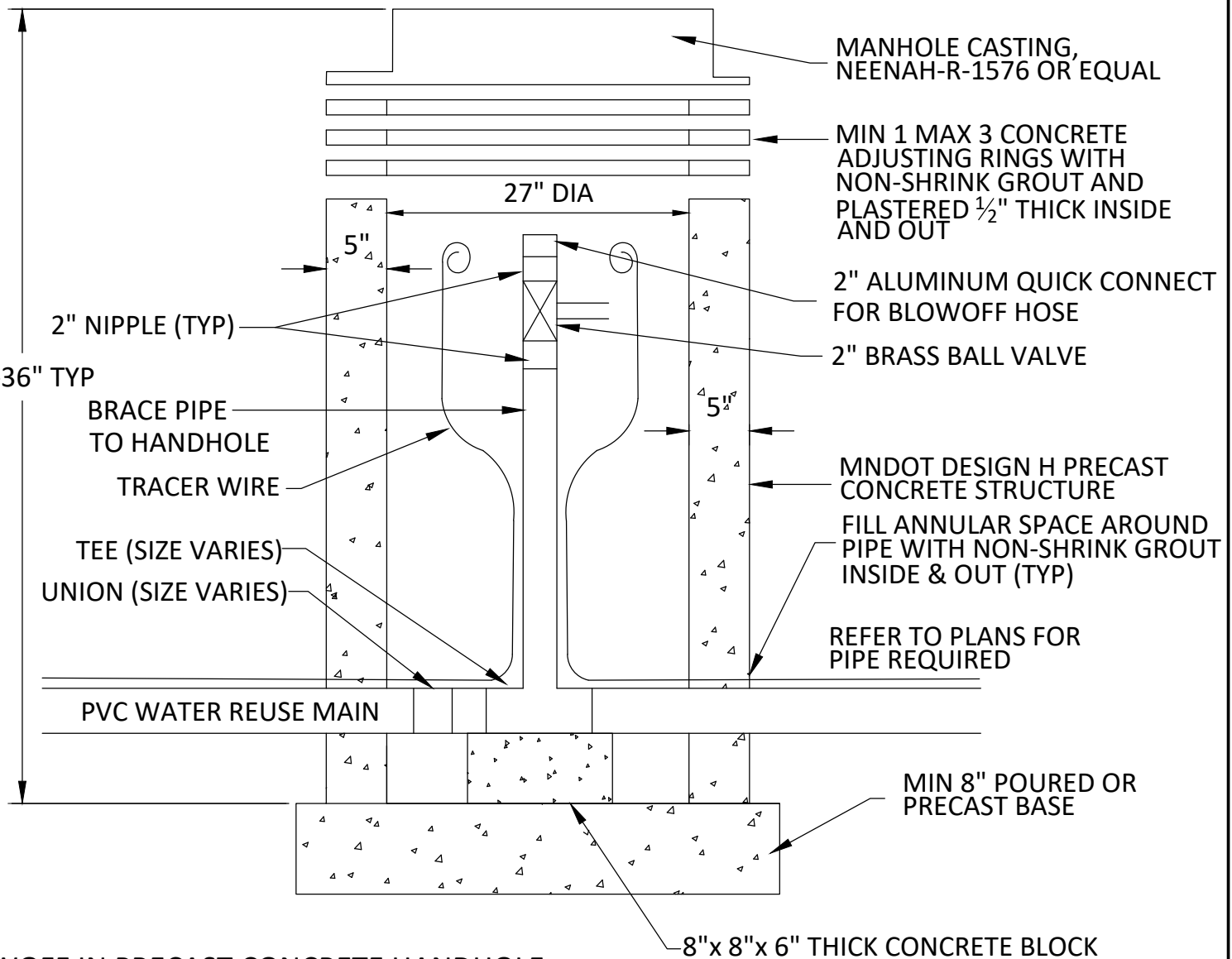
STORMWATER REUSE ISOLATION VALVE - 2.5" AND SMALLER

NOT TO SCALE

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NOTES

- 1. 2" PIPE SHALL BE
THREAD SCH. 80 PVC OR
SCH. 40 GALVANIZED
STEEL PIPE.
- 2. BALL VALVES SHALL BE 2"
BRASS RED-WHITE
VALVE.
- 3. QUICK CONNECT SHALL
BE 2" ALUMINUM PT
COUPLING CO. PART 20A,
#1000120, OR EQUAL.
(MATES WITH CAM ARM
COUPLER PART 20D,
#1000420).
- 4. VALVE BOX SHALL BE
DURA 12" X 12" X 19"
BOX WITH OVERLAPPING
SOLID PLASTIC COVER,
PURPLE COLOR FOR
RECLAIMED WATER OR
EQUAL IF LOCATED IN
GREEN SPACE. ALL
OTHER BOXES SHALL BE
PRECAST CONCRETE
HANDHOLE.



STORMWATER REUSE BLOWOFF IN PRECAST CONCRETE HANDHOLE

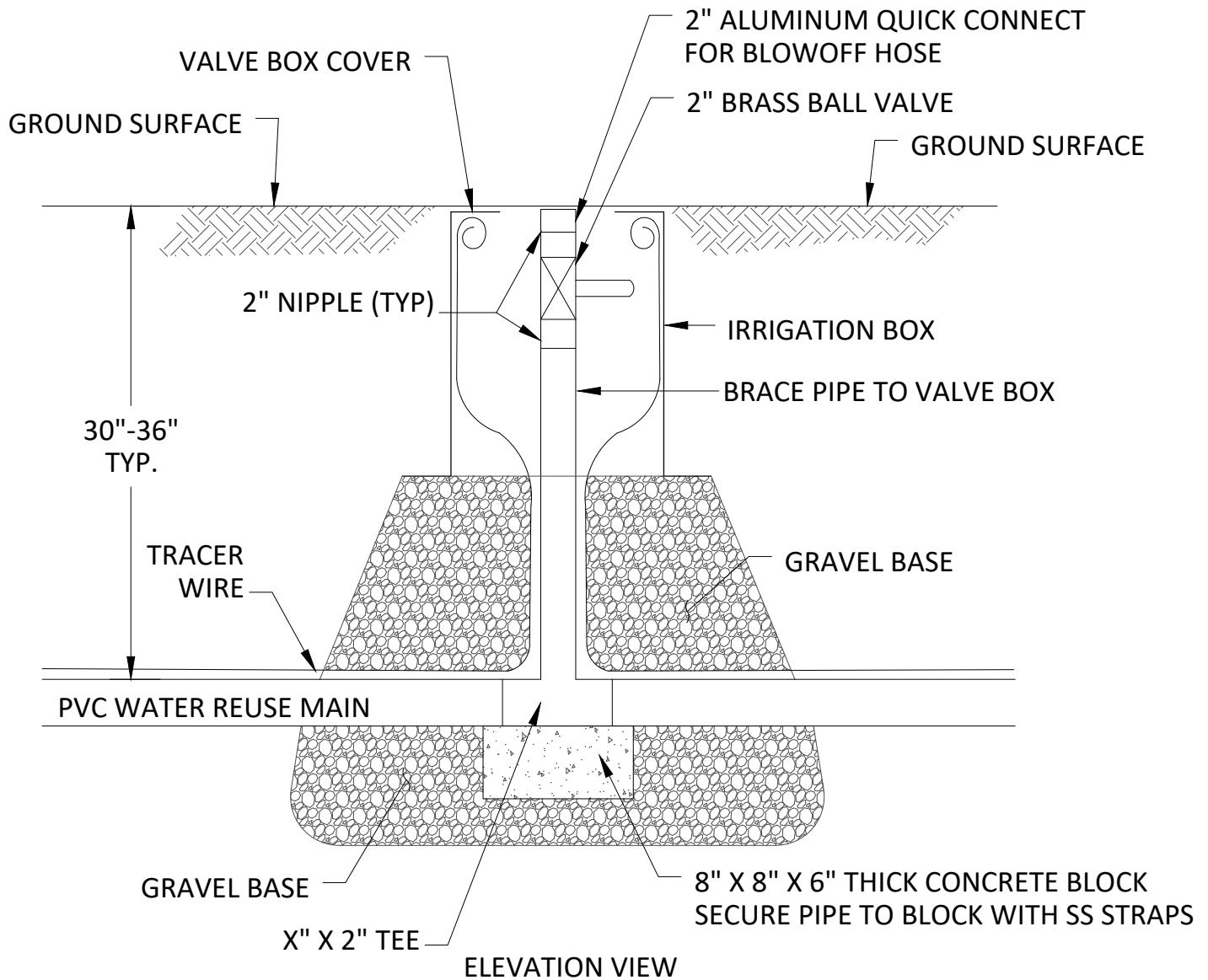
NOT TO SCALE



CITY OF WACONIA - STANDARD DETAILS
BLOWOFF IN PRECAST CONCRETE HANDHOLE

REVISION DATE	DETAIL NO.
FEBRUARY 2021	C-103

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NOTES:

1. 2" PIPE SHALL BE THREAD SCH. 80 PVC OR SCH. 40 GALVANIZED STEEL PIPE.
2. BALL VALVES SHALL BE 2" BRASS RED-WHITE VALVE.
3. QUICK CONNECT SHALL BE 2" ALUMINUM PT COUPLING CO. PART 20A, #1000120, OR EQUAL. (MATES WITH CAM ARM COUPLER PART 20D, #1000420).
4. VALVE BOX SHALL BE NDS 12" X 12" X 19" BOX WITH OVERLAPPING SOLID PLASTIC COVER, PURPLE COLOR FOR RECLAIMED WATER MANUFACTURED BY DURA OR APPROVED EQUAL.

STORMWATER REUSE BLOWOFF IN PLASTIC BOX DETAIL

NOT TO SCALE



CITY OF WACONIA - STANDARD DETAILS

BLOWOFF

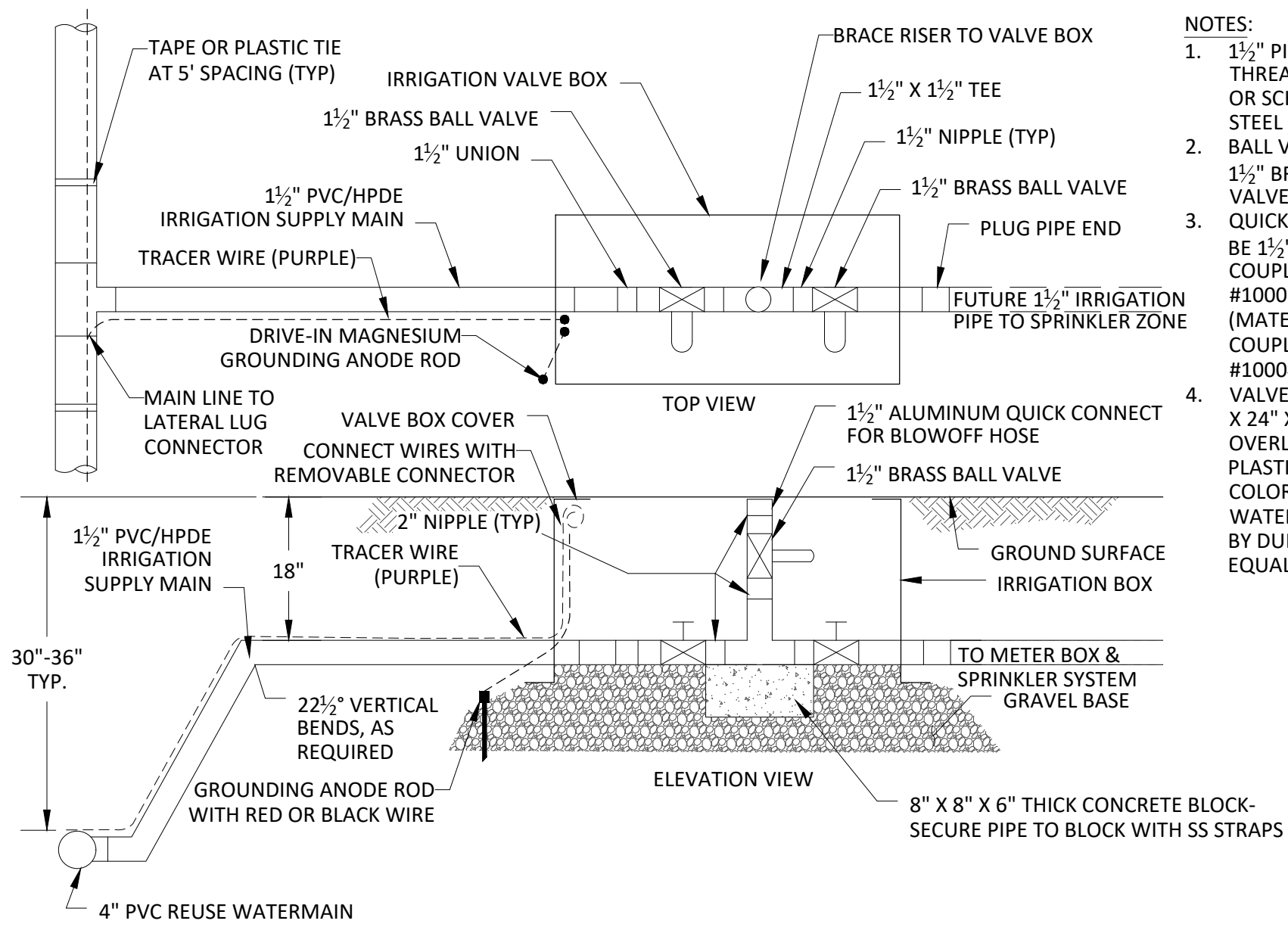
REVISION DATE
FEBRUARY 2021

DETAIL NO.

C-104

123

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- NOTES:
1. 1 1/2" PIPE SHALL BE THREADED SCH. 80 PVC OR SCH. 40 GALVANIZED STEEL PIPE.
 2. BALL VALVES SHALL BE 1 1/2" BRASS RED-WHITE VALVE.
 3. QUICK CONNECT SHALL BE 1 1/2" ALUMINUM PT COUPLING CO. PART 20A, #1000115, OR EQUAL. (MATES WITH CM ARM COUPLER PART 20D, #1000415).
 4. VALVE BOX SHALL BE 17" X 24" X 18" BOX WITH OVERLAPPING SOLID PLASTIC COVER, PURPLE COLOR FOR RECLAIMED WATER MANUFACTURED BY DURA OR APPROVED EQUAL.

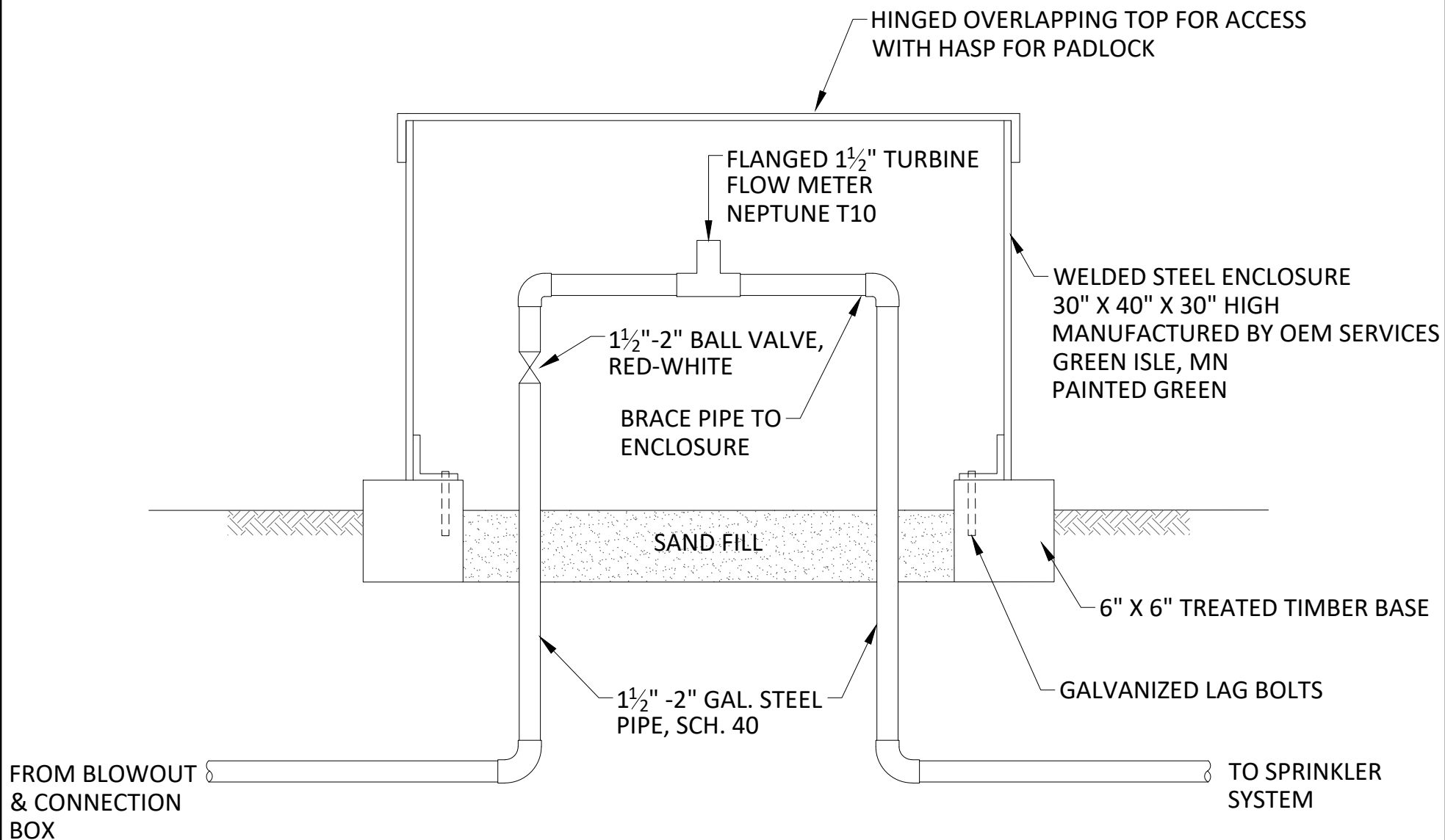
STORMWATER REUSE BLOWOFF AND CONNECTION BOX

NOT TO SCALE



CITY OF WACONIA - STANDARD DETAILS
BLOWOFF & CONNECTION BOX

REVISION DATE	DETAIL NO.
FEBRUARY 2021	C-105

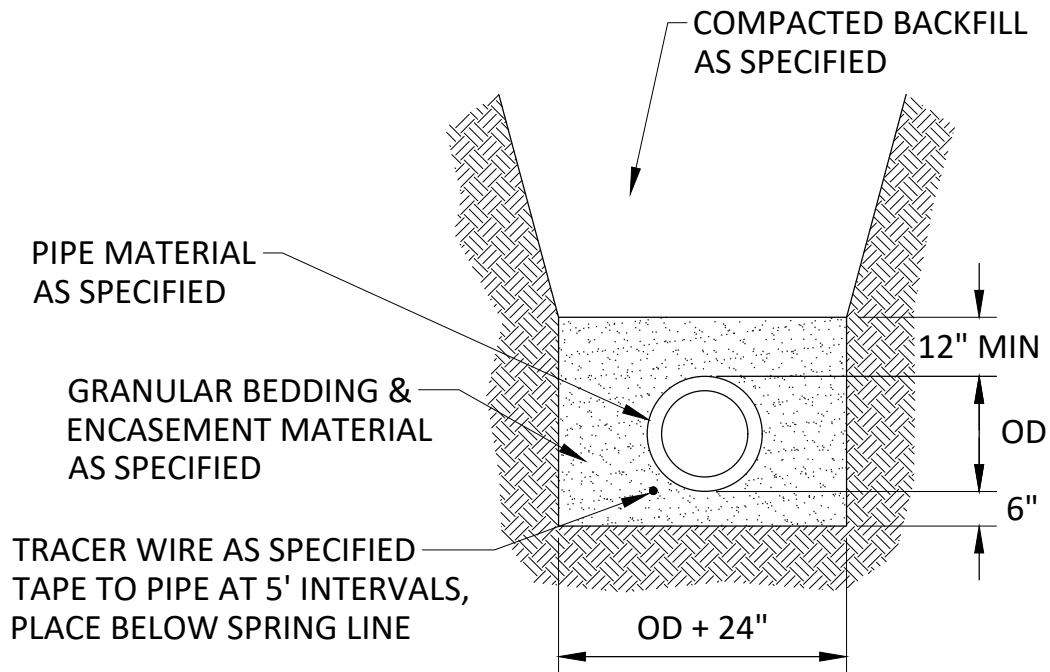


METER BOX DETAIL

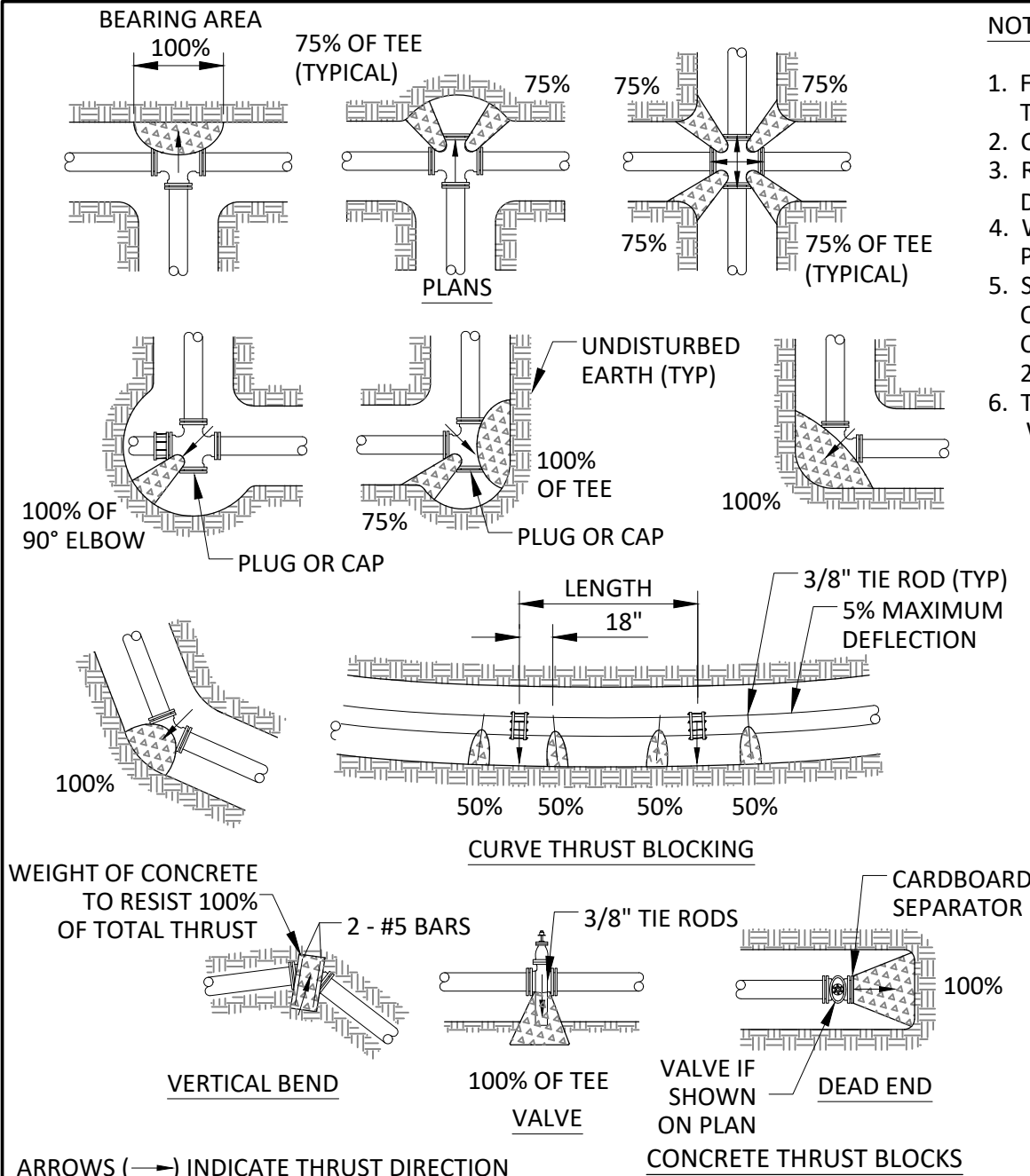
NOT TO SCALE

E. Construction Details - Watermain Details (Also Used for Stormwater Reuse)

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PVC WATERMAIN TRENCH
NOT TO SCALE



NOTES:

- FIGURE (100%) AT THRUST BLOCK INDICATES PER CENT OF TOTAL THRUST TO BE APPLIED FOR BEARING AREA.
- CONCRETE FOR THRUST BLOCKS TO BE 2000 PSI.
- RESTRAINING RODS ARE REQUIRED AT ALL TEES AND AT BENDS DEFLECTING 22 1/2° OR MORE.
- WRAP THE PIPE WITH POLYETHYLENE WRAPPING PRIOR TO POURING THE THRUST BLOCK.
- SEE SOILS REPORT FOR BEARING STRENGTH OF SOIL. IN ABSENCE OF A SOILS REPORT, AN AVERAGE SOIL (SPADABLE MEDIUM CLAY) CAN BE ASSUMED TO HAVE A BEARING STRENGTH OF 2000 PSI.
- THRUST BLOCKS ARE NOT REQUIRED ON PVC WITH SOLVENT WELDED JOINTS.

100% BEARING AREA (SQ FT)

PIPE SIZE	DEAD END OR TEE	90° ELBOW	45° ELBOW	22 1/2° ELBOW
4	2.4	3.4	1.9	0.9
6	4.9	6.9	3.8	1.9
8	8.4	11.8	6.4	3.4
10	13.7	19.3	10.5	5.4
12	19.4	27.3	14.9	7.7
14	26.3	37.0	20.1	10.3
16	34.0	47.9	26.2	13.3
18	43.9	61.8	33.7	17.2
20	54.3	76.4	41.7	21.2
24	77.9	109.8	59.8	30.5

NOTE:
BEARING AREAS ARE BASED ON 250 LB MAXIMUM PRESSURE AND SOIL BEARING STRENGTH OF 2000 LB/SQ FT.

SIDE THRUST PER 100 LB/SQ IN PRESSURE PER DEGREE OF DEFLECTION

PIPE SIZE	SIDE THRUST-LB	PIPE SIZE	SIDE THRUST-LB
4	35	14	377
6	72	16	486
8	122	18	665
10	197	20	790
12	278	24	1150

MULTIPLY THRUST BY DEGREE OF DEFLECTION TO OBTAIN TOTAL THRUST

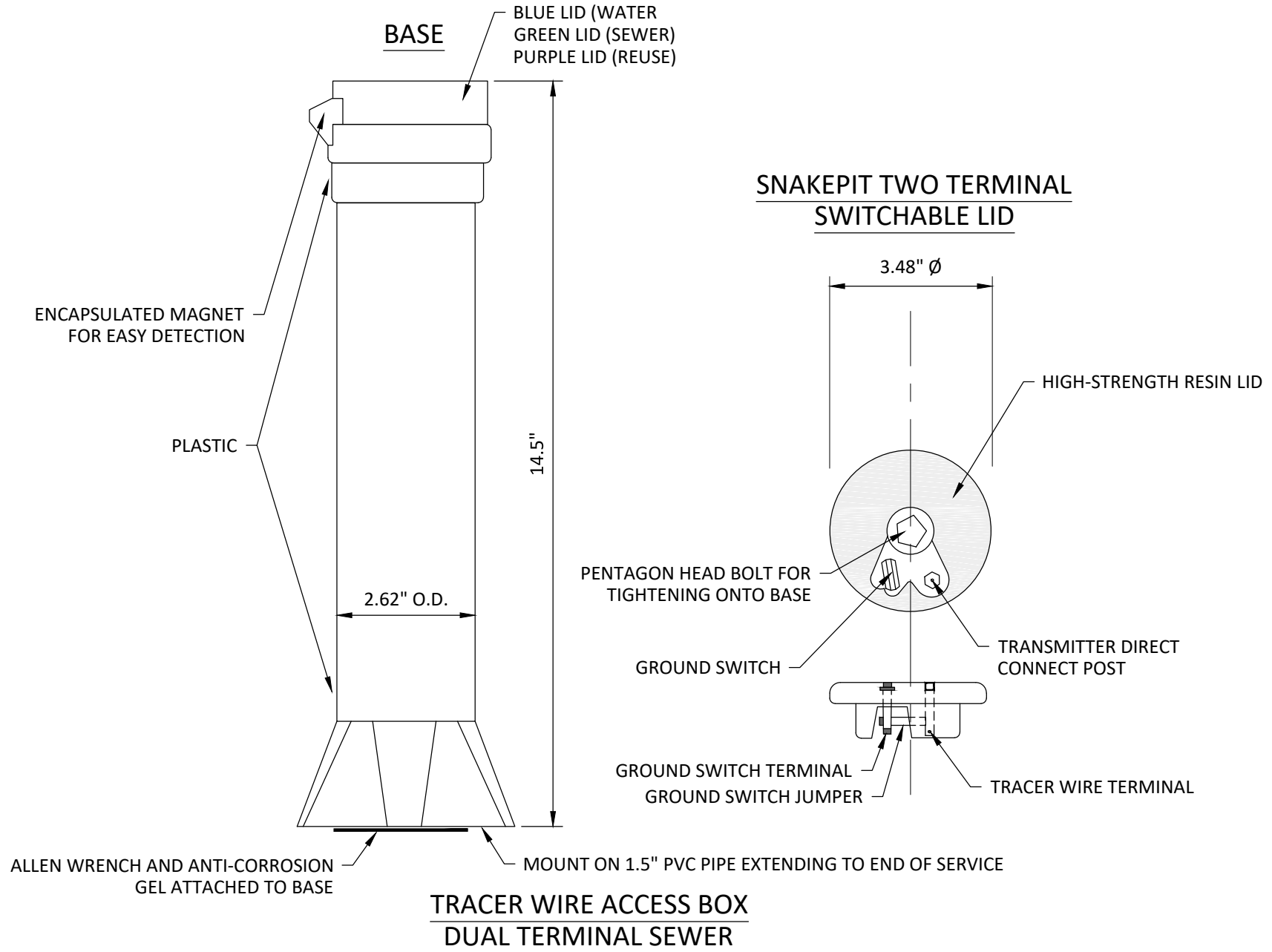
CITY OF WACONIA - STANDARD DETAILS

CONCRETE THRUST BLOCKS

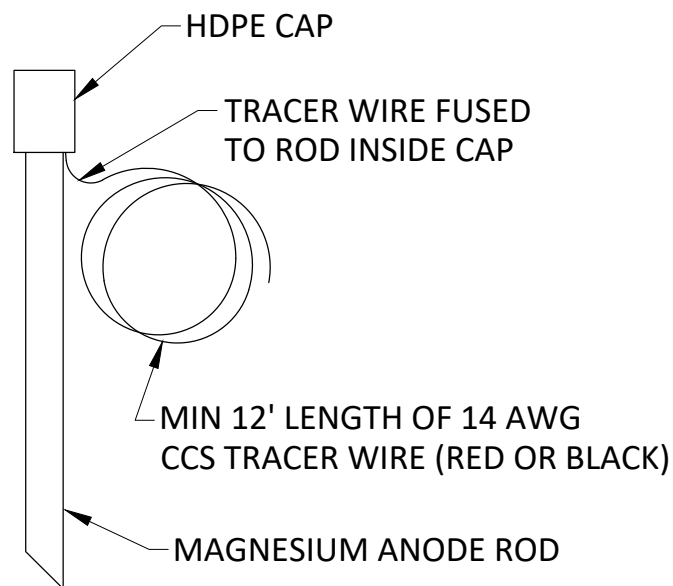
REVISION DATE
FEBRUARY 2021

DETAIL NO.

9-207



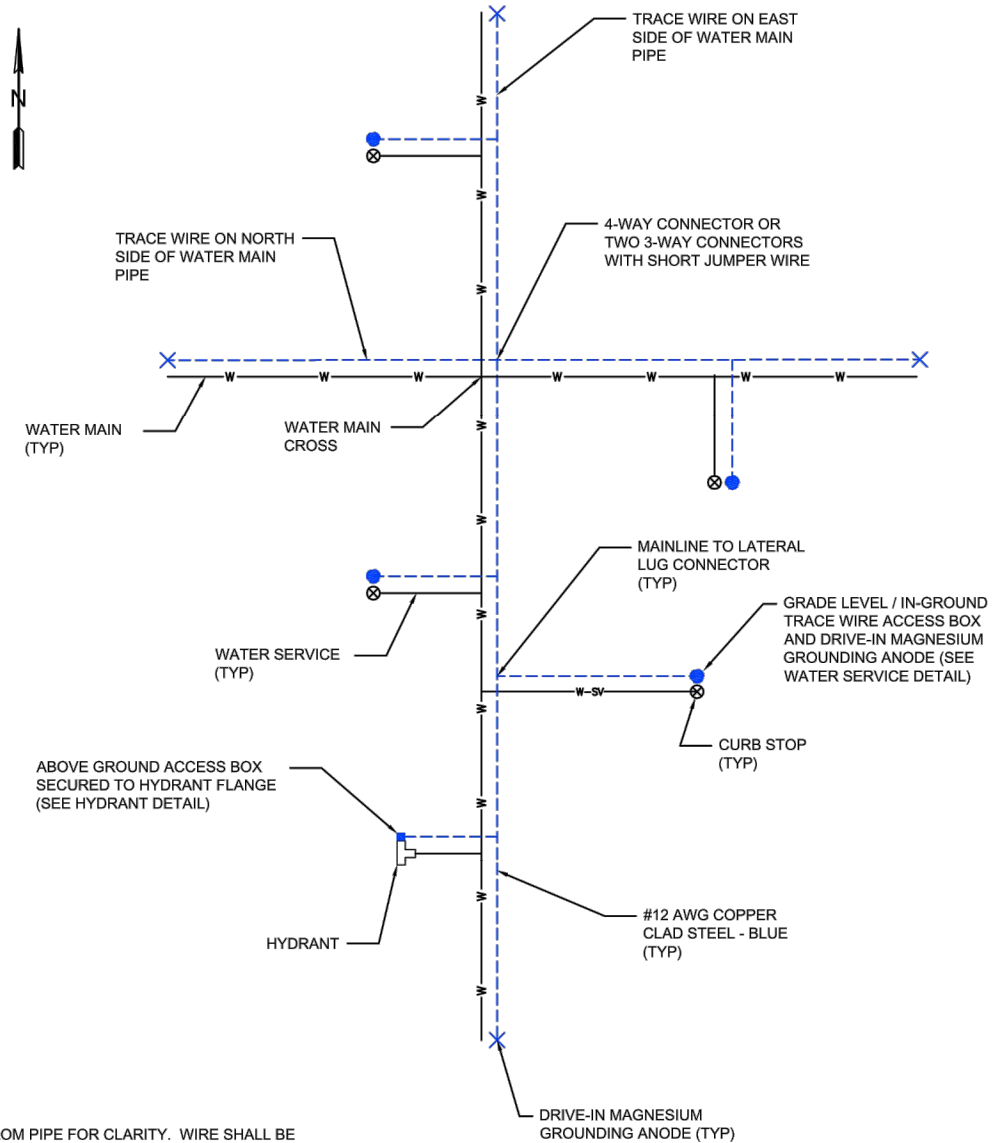
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NOTE: MAGNESIUM ROD DIMENSIONS SHALL BE APPROX 18" LONG BY 1.3" DIA, AND APPROX 1 LB IN WEIGHT.

GROUNDING ANODE

NOT TO SCALE



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NO SCALE



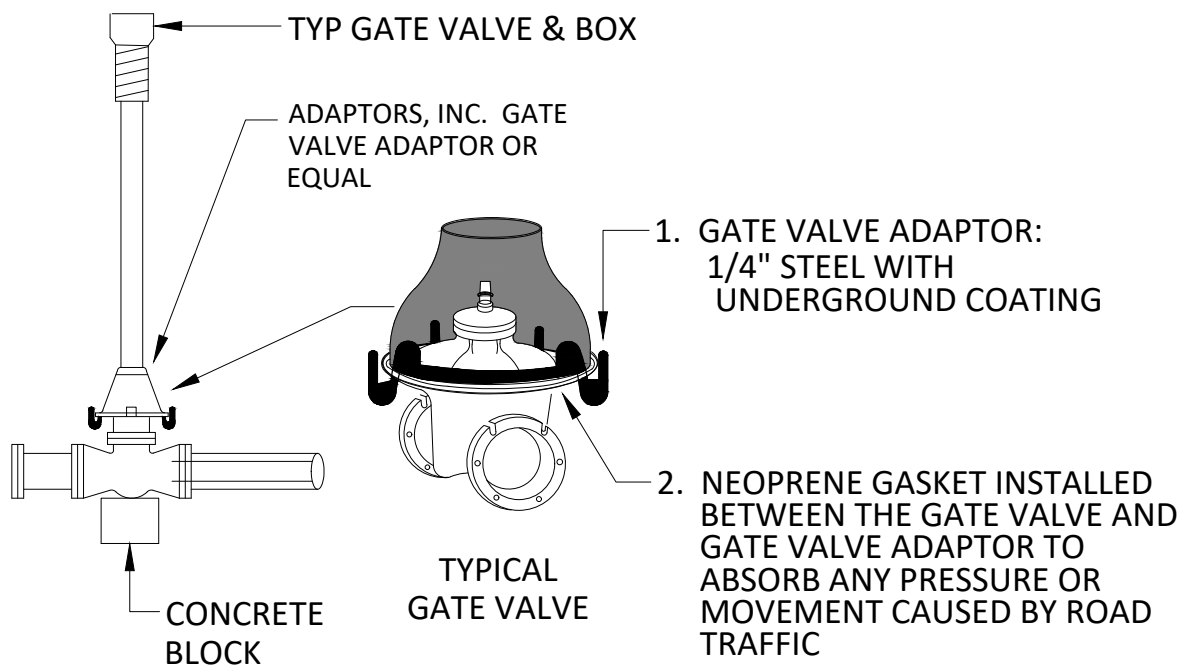
MINNESOTA RURAL WATER ASSOCIATION
STANDARD DETAIL

TRACE WIRE
SAMPLE WATER PLAN

May 28, 2014

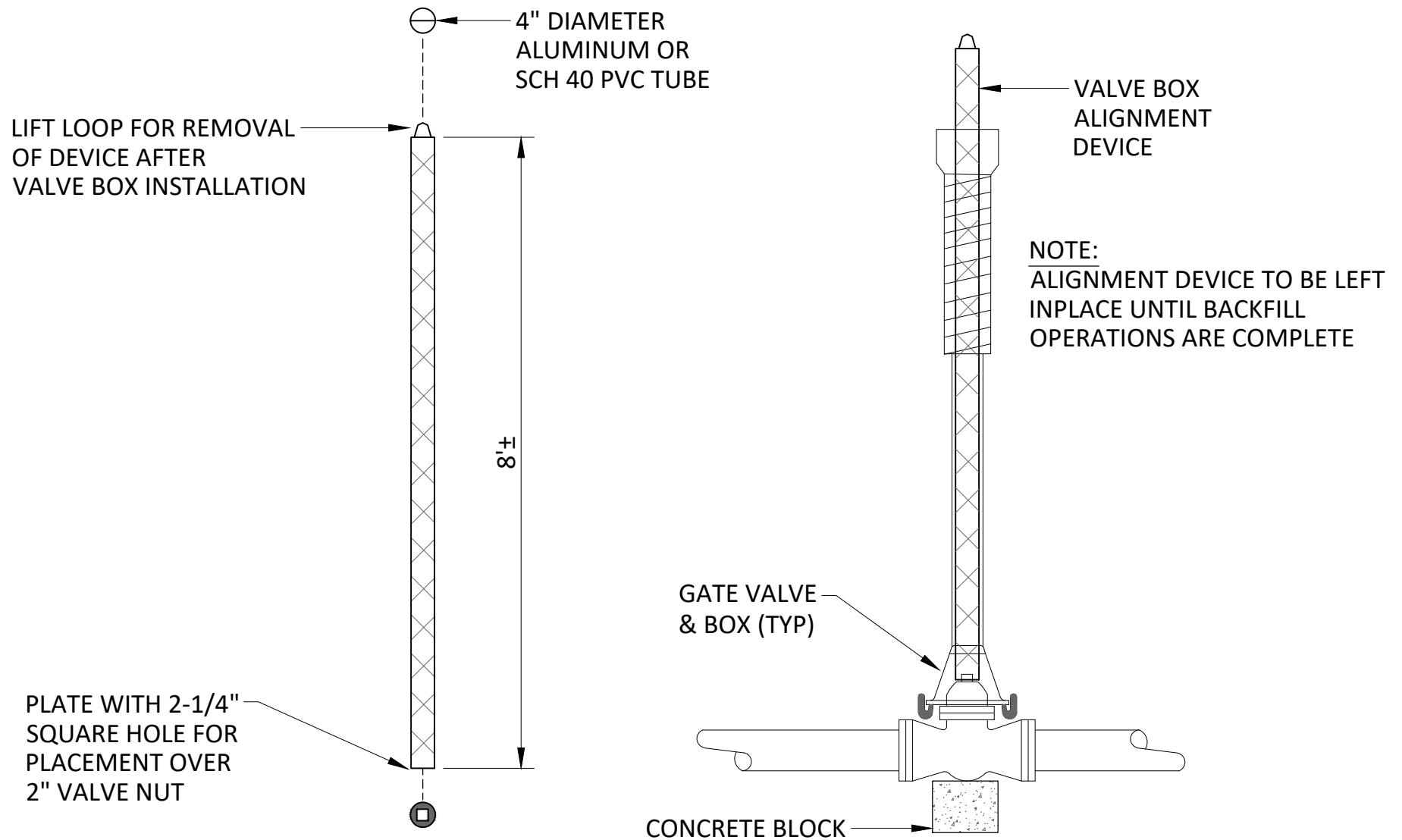
L:\Library\Municipal\Professional Associations\Rural Water Details\Trace Wire Details 5.28.14.dwg

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GATE VALVE ADAPTOR

NOT TO SCALE

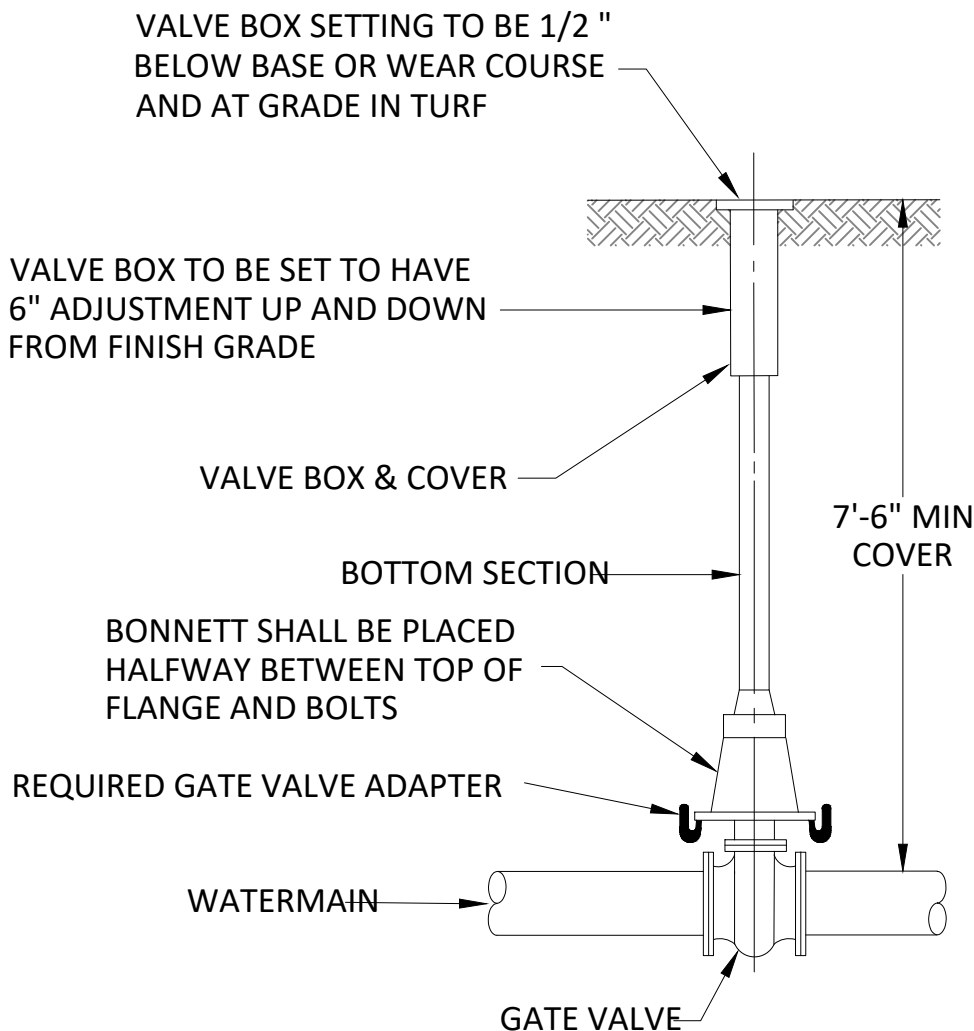


GATE VALVE BOX ALIGNMENT DEVICE

NOT TO SCALE

NOTES:

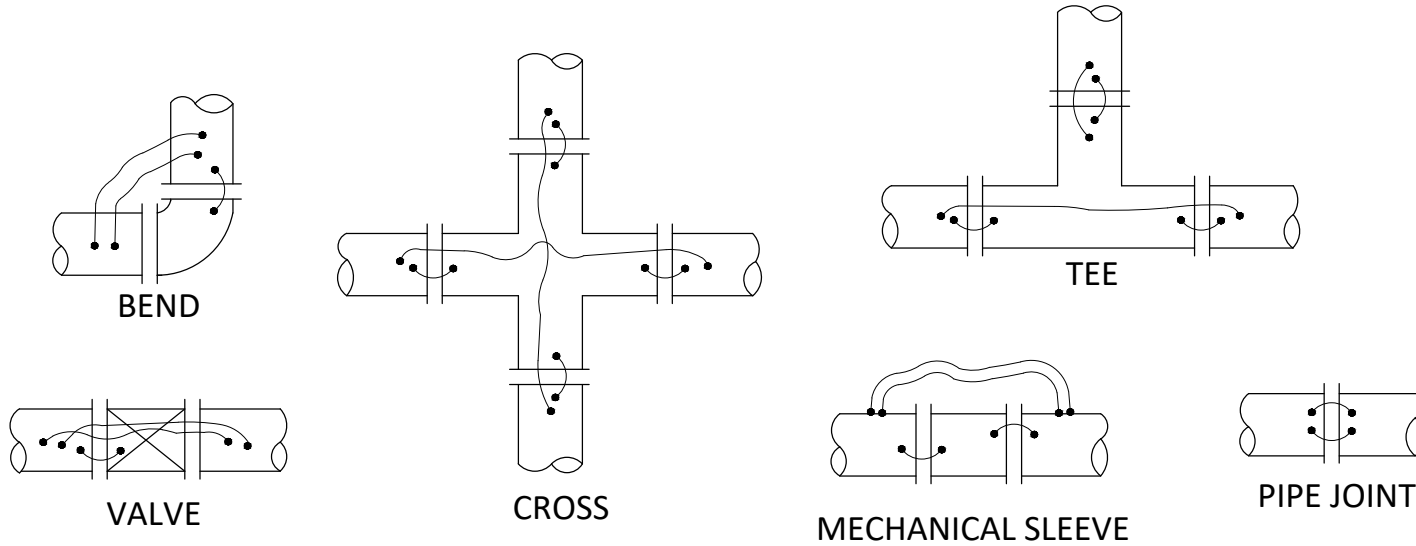
1. VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN.
2. VALVES IN EASEMENTS SHALL HAVE CHANNEL POST WITNESS MARKERS WITH REFLECTIVE "GV" SIGN.
3. DEEP VALVES SHALL HAVE NUT EXTENSIONS INSTALLED TO ELEVATION TO ACCOMMODATE STANDARD 10' KEY; BOTTOM NUT SHALL BE BOLTED TO VALVE NUT AND ONLY ONE SECTION.
4. COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION.
5. GATE VALVES LOCATED WITHIN THE CONCRETE SIDEWALK SHALL INCLUDE A METAL SEPARATOR BETWEEN THE VALVE BOX AND THE CONCRETE.



GATE VALVE BOX INSTALLATION

NOT TO SCALE

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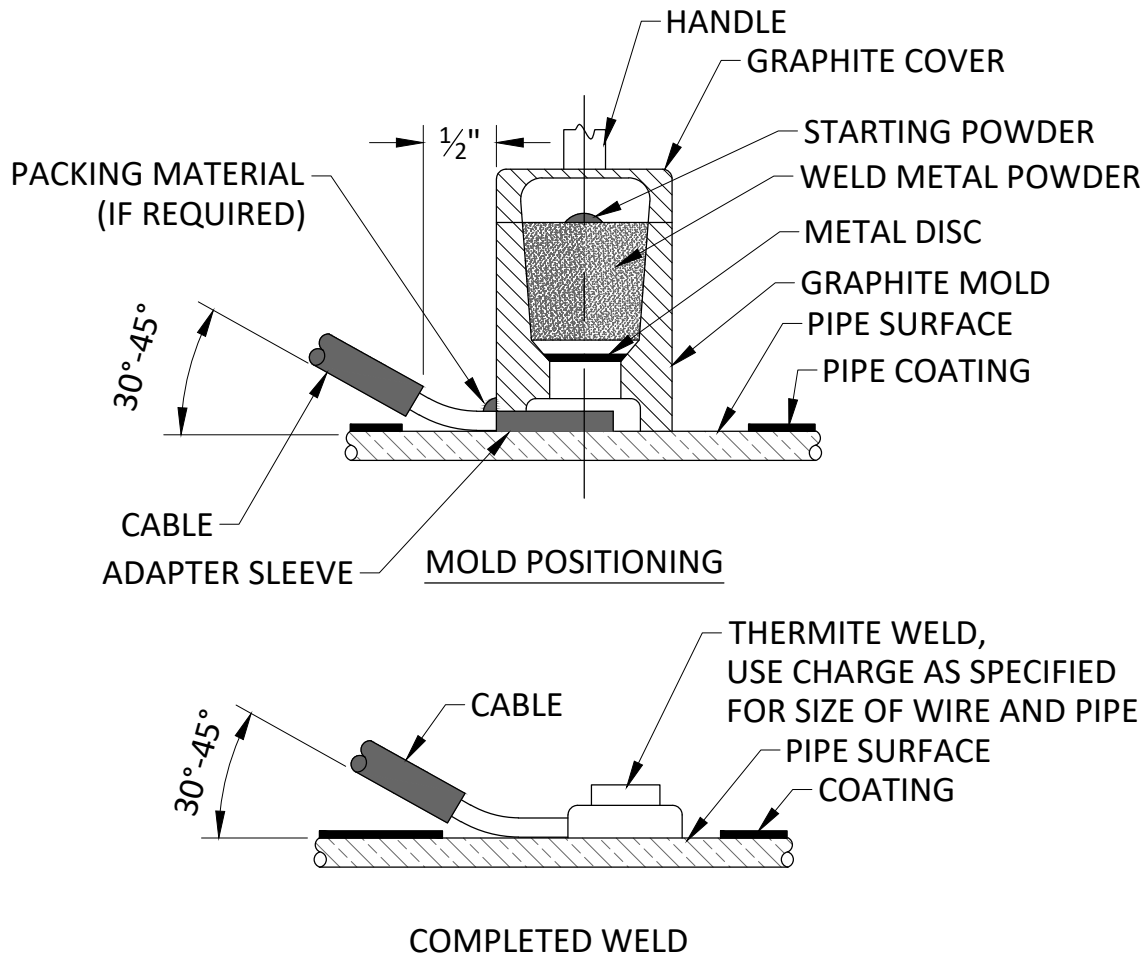


NOTES:

1. COATING REQUIRED FOR ALL WELD LOCATIONS
2. WIRE SIZE SHALL BE #4 AWG COPPER WIRE
3. USE A MINIMUM OF TWO BONDS PER PIPE JOINT-SEE THERMITE WELDING DETAIL

CATHODIC PROTECTION PIPE JOINT BONDING DETAIL

NOT TO SCALE

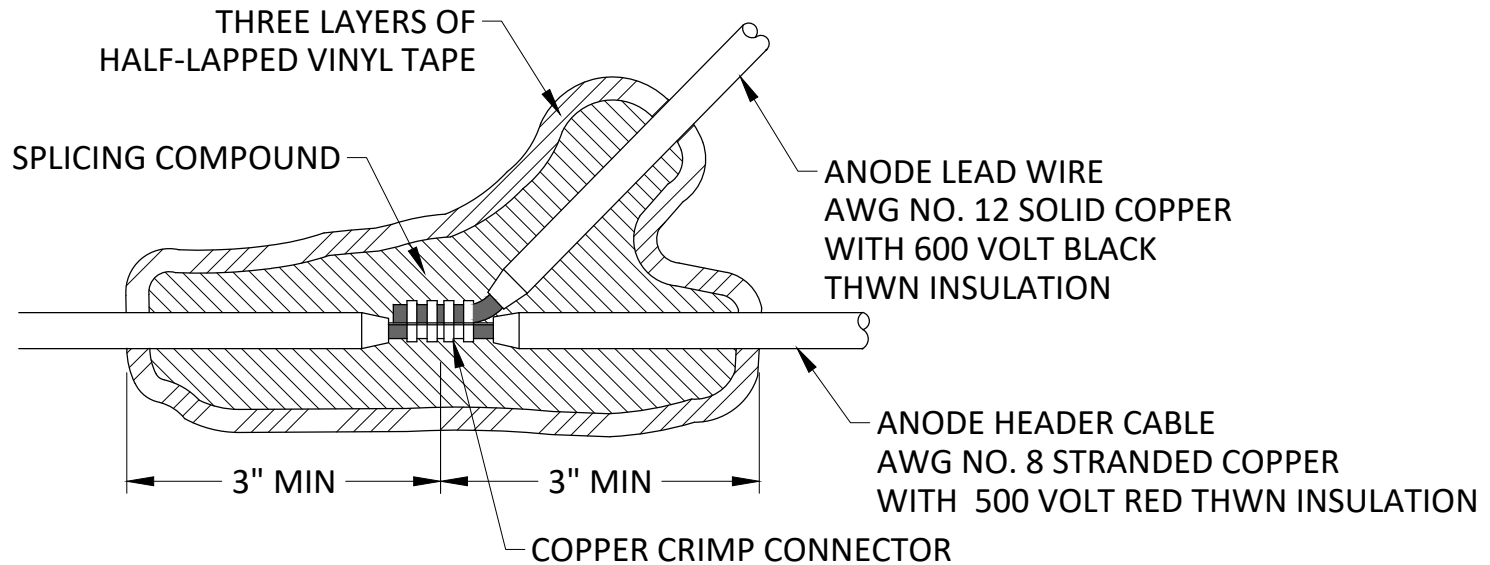


NOTES:

1. CLEAN SURFACE OF PIPE OR BONDING PLATE TO BRIGHT METAL.
2. STRIP INSULATION FROM END OF COPPER WIRE.
3. INSTALL ADAPTER SLEEVE ON WIRE.
4. HOLD THERMITE MOLD FIRMLY AGAINST PIPE OR BONDING PLATE, INSERT WIRE, IGNITE WELD METAL.
5. REMOVE SLAG FROM THERMITE WELD.
6. STRIKE WELD FIRMLY WITH HAMMER TO VERIFY CONNECTION.
7. COAT WELD AREA AND ALL EXPOSED COPPER.
8. FOR MORTAR COATED PIPE, COVER PIPE WELD WITH A MORTAR COATING.

CATHODIC PROTECTION THERMITE WELDING DETAIL

NOT TO SCALE

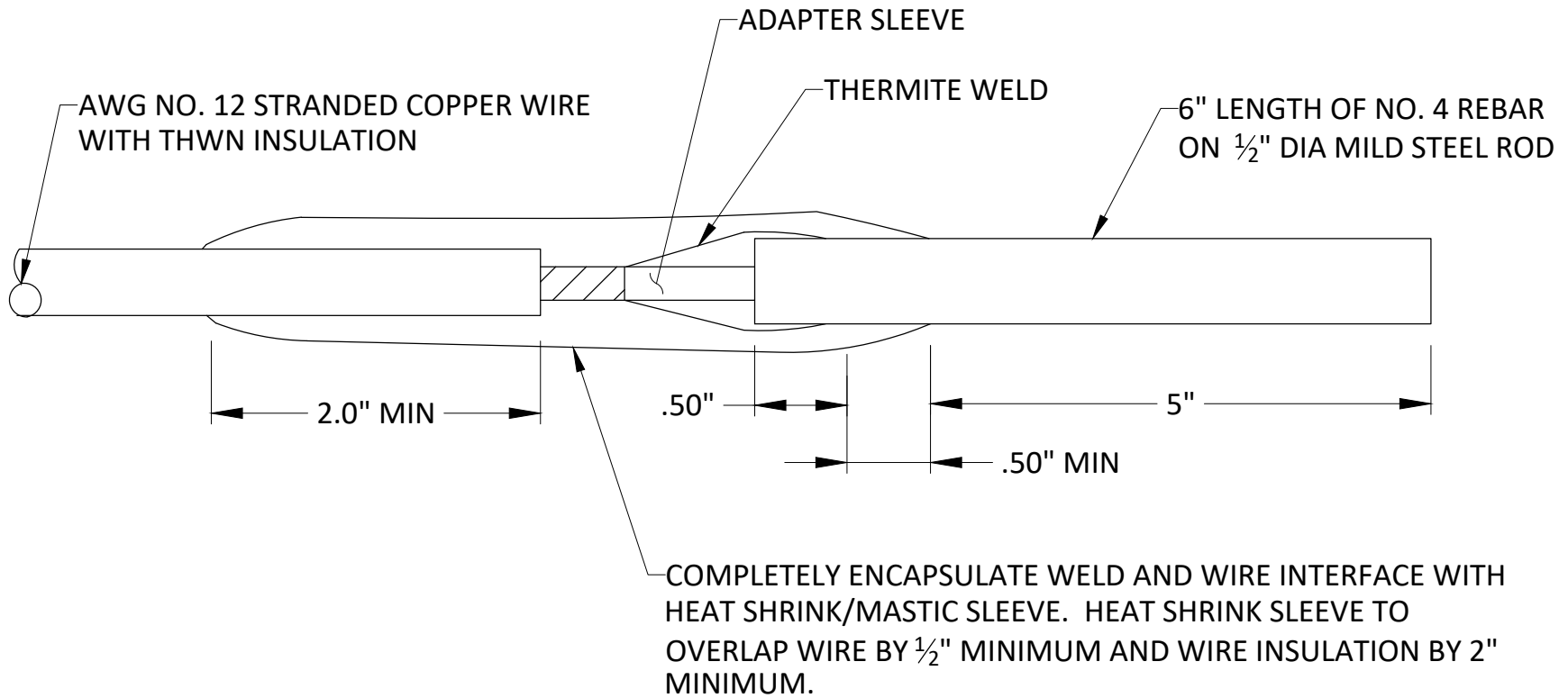


NOTES:

1. TAPER AND ROUGHEN WIRE INSULATION IN SPLICING COMPOUND.
2. COAT ENTIRE SPLICE WITH ELECTRICAL COATING COMPOUND.

CATHODIC PROTECTION GALVANIC ANODE SPLICE

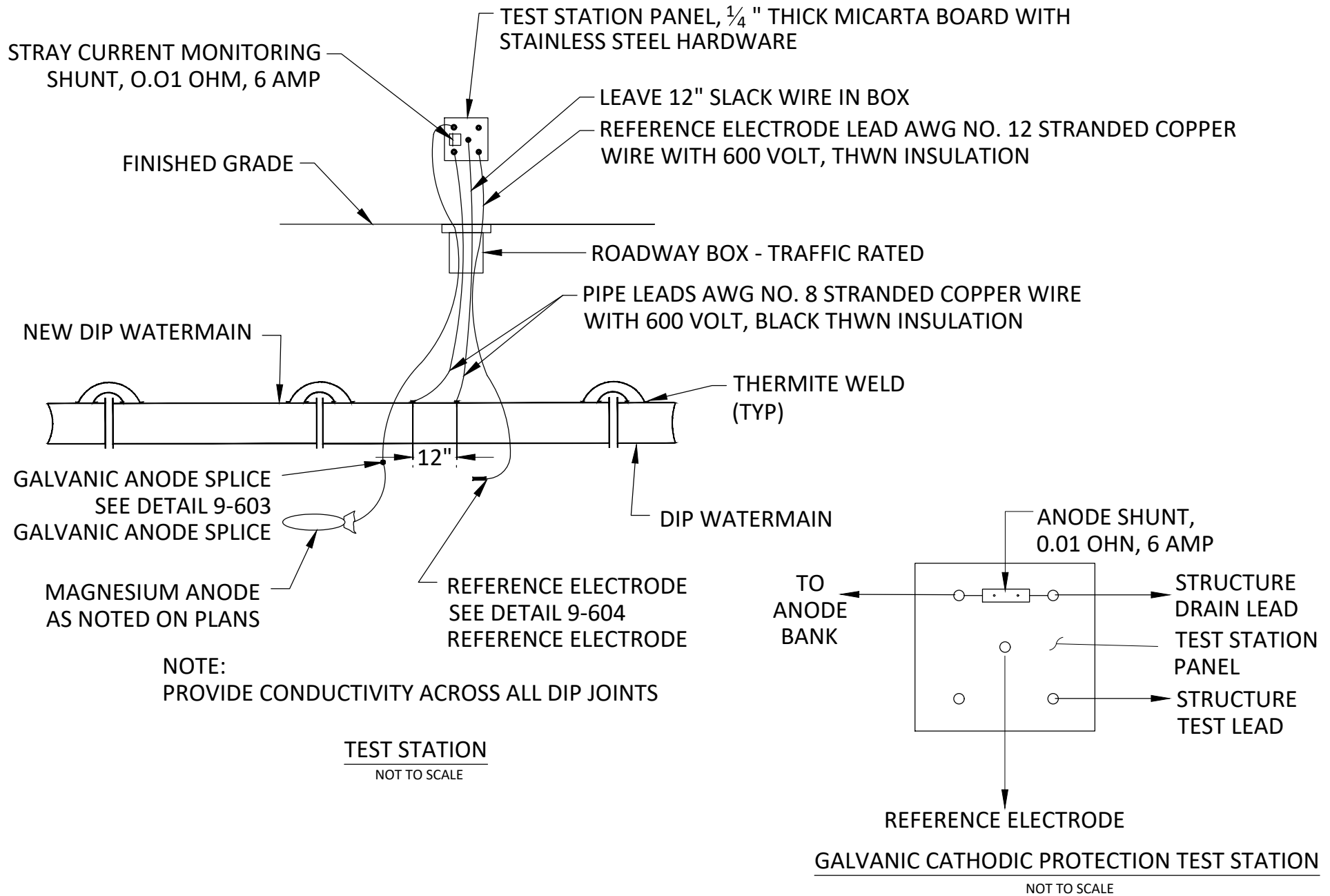
NOT TO SCALE



CATHODIC PROTECTION REFERENCE ELECTRODE

NOT TO SCALE

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Authorize Advertisement of Waterford Reuse Improvements					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		December 6, 2021; Authorize Acquisition of Ultra-Violet Light Vessel From Xylem at a Cost of \$121,000.00 for the Waterford Storm Water Reuse Project, CIP Project 676					
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 2022-52; Authorizing Advertisement of Waterford Reuse Construction Improvements, CIP Project 676							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
On December 6th, 2021 one of the critical components to the future Waterford reuse operation system was approved for acquisition. Our Engineer's are nearly completed with the design and site items where we are ready to obtain authorization to bid the planned improvements for construction related to delivering storm water to Waterford Park again and the required storm water volume credits necessary for the Waterford Additions Development Projects. Advertisement of this programmed improvement would occur in March, 2022 with a desired completion date in July/August 2022. Funding elements for these improvements come from Storm Water Cash, Approved Grant Dollars and Developer Funds Staff recommend approval of this request to allow the Waterford Reuse improvements to be completed for operational use in calendar year 2022. Attachments: 1. 2252res Authorize_Advertisement_of_Reuse_Const._Resolution.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Storm Water Cash, Grant Funds, Developer Funds							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-52**

**RESOLUTION AUTHORIZING APPROVAL OF ADVERTISEMENT OF WATERFORD
REUSE CONSTRUCTION IMPROVEMENTS, CIP PROJECT 676**

WHEREAS, one of the City’s Priorities “Environment – protecting the quality of our land, air, trees natural space, water and lakes”; and

WHEREAS, City Engineer is nearly completed with the design of the facilities necessary to construct the storm water reuse systems for Waterford Park and Waterford Development; and;

WHEREAS, authorization to advertise will allow the project to stay on schedule for planned operation in late July or early August 2022.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval advertisement of Waterford Reuse Construction Improvements, CIP Project 676.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 22, 2022
Item Name:	Approve Execution of Waterford Reuse Building Envelope Design Proposal
Originating Department:	Public Services
Presented by:	Craig Eldred
Previous Council Action (if any):	December 6, 2021; Authorizing Acquisition of Ultra-Violet Light Vessel from Xylem at a cost of \$121,000.000 for the Waterford Reuse Project, CIP Project 676

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

Adopt Resolution 2022-53; Approving Execution of Waterford Reuse Building Envelope Design Proposal from Oertel Architects & KFI Engineering for the Waterford Reuse Construction Improvements, CIP Project 676

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

As Council Members are aware staff have worked and discussed with the Park Board and Council on a future Multi-Use space building which includes ADA Restrooms and space to host up to 200 individuals. We have maintained the design efforts through site elements for the Inclusive Play System and parking improvements scheduled for construction this spring and summer. Some of these programmed improvements are part of the Waterford Development Waterford Park expansion area.

As with other projects there is a need to engage an Architect and Mechanical design individuals for structural buildings programmed as part of the improvement projects. This particular reuse structure will, when constructed sit within the site plan of the parking lot improvements, inclusive playground and future multi-use building. In effort to maintain similar design scopes for the reuse structure and efforts to make sure building components and mechanical items necessary for the reuse system operation. Staff have chosen Oertel Architects on the basis of their previous work for the site and multi-use building efforts, and KFI Engineering through Oertel to support the mechanical elements of the design.

Costs for the work were established on a "Not to Exceed" amount and value added with limits to the scope of work. See Attached Proposal.

Oertel Proposal amounts to \$12,990.00 for Project Management and Coordination, Concept Planning, Construction Document, and Construction Administration.

KFI Proposal amounts to \$9,500.00 for Construction Documents, Construction Phase Support, and Permit items for Department of Labor and Industry.

Total estimated costs are \$22,490.00 to support the structural items and necessary building permit and applications to complete this programmed improvement.

The structure is necessary for placement of the UV system, controls and operations area for staff to manage the internal components to support the storm water reuse system.

Staff recommend approval of this request in effort to support the time lines prepared for construction of the reuse system and operational components.

Attachments:

1. [2253res Approve_Execution_of_Reuse_Building_Proposal_Resolution.doc](#)
2. [Waconia Waterford Park Utility Building - Scope and FeeR.pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Storm Water Cash, Grants, and Developer Funding

Budget Information:

☒ Budgeted

☐ Non Budgeted

☐ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2022-53**

**RESOLUTION AUTHORIZING APPROVAL OF EXECUTION OF WATERFORD REUSE
BUILDING ENVELOPE DESIGN PROPOSAL FROM OERTEL ARCHITECTS & KFI
ENGINEERING FOR THE WATERFORD REUSE CONSTRUCTION IMPROVEMENTS, CIP
PROJECT 676**

WHEREAS, one of the City’s Priorities “Environment – protecting the quality of our land, air, trees natural space, water and lakes”; and

WHEREAS, staff engaged Oertel Architects on the basis of their previous site work and KFI Engineering to support the Mechanical elements of the improvements; and;

WHEREAS, Oertel Architects and KFI Engineering provided costs “Not to Exceed” for their services at \$12,990.00 and \$9,500.00 respectively for support of the programmed improvements, and;

WHEREAS, the work is related to previous design and site improvements programmed for Waterford Park and the Waterford Development to meet water quality guide lines and support the inclusive playground improvement project.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of execution of Waterford Reuse Building Envelope Design Proposal from Oertel Architects & KFI Engineering for the Waterford Reuse Construction Improvements, CIP Project 676.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



Revised February 07, 2022

Waterford Park TH5 Water Reuse Project

Building Envelope Design



Submitted by: Thomas Stromsodt, AIA
1795 St. Clair Avenue
St. Paul, MN 55105
(651) 696-5186 x 314
tstromsodt@oertelarchitects.com

To: Craig Eldred
Public Services Director, City of Waconia
310 East 10th Street, Waconia, MN 55387

RE: **Proposal of Fee and Scope for TH5 Water Reuse Project**
Building Envelope Design

Hello,

See below for our proposal outlining the needs, scope, and fee for the proposed project. Please do not hesitate to ask any questions or note any concerns. Thank you for reaching out to us with this interesting project and thank you for being proactive about the future design parameters of the park.

Purpose

The City of Waconia is planning to construct a storm water re-use utility building adjacent to the future Waterford Park Development. The City would like this building to include some of the features of the proposed masterplan's design and to establish the overall building material palate for the future development. The basic project assumptions include:

- The exterior envelope will need to be carefully coordinated with the City's planned interior and equipment design.
- Design Option "A" from the planning exercise will be used as the basis for design.



- As a municipal building, the materials will need to be of high quality with extended lifespans and minimal maintenance.
- The building is approximately 14'-0" x 30'-0" x 8'-0". The interior components include a UV unit, a filter & panel skid, A/C unit, and associated control panels. The building has a single and double door access.

Methodology

We are proposing the following work tasks as part of the project:

- Review of the proposed building layout and equipment needs with staff.
- (3) Meetings with staff to outline needs and review concept materials.

Deliverables

Floor Plans

Concept floor plan for staff review and use by civil engineer for site planning

Construction Document Phase

Project Manual Specifications (Division 2-14 and 32)

Conformed Permit Documents

Final Opinion of Cost

Construction Administration

Hourly as needed

Project Management and Coordination \$1,280.00

Work Task	Staff	Hours	Rate	Fee
Existing Building Review	Project Manager	2 Hours	\$135	\$ 270
	Design Architect	2 Hours	\$100	\$ 200
Progress Meetings	Project Manager	6 Hours	\$135	\$ 810
(Up to 3, 2-hour meetings or as required for project duration)				

Concept Planning \$2,940.00

Work Task	Staff	Hours	Rate	Fee
Programming/Coordination	Project Manager	Included Above	\$135	\$ 0

Concept Design	Project Manager	4 Hours	\$135	\$ 540
	Design Architect	24 Hours	\$100	\$ 2,400

Construction Documents \$8,620.00

Work Task	Staff	Hours	Rate	Fee
Project Manual	Project Manager	8 Hours	\$135	\$ 1,080
Construction Documents	Project Manager	4 Hours	\$135	\$ 540
	Design Architect	40 Hours	\$100	\$ 4,000
	Designer	40 Hours	\$75	\$ 3,000

Construction Administration TBD

Work Task	Staff	Hours	Rate	Fee
Hourly (Per the rate shown)	Project Manager		\$135	
	Design Architect		\$100	
	Designer		\$75	

*The above fee will be billed on a hourly not to exceed basis. The scope also includes MEP Engineering per the attached agreement with KFI Engineers. This scope will also be billed hourly not to exceed.

Exclusions

Site Survey – Site Survey for the project, will be provided by others to the design team for use in the design process.

Soil Testing / Engineering – These services will be provided by others to the design team for use in the design process.

Third Party Ratings – This project scope does not include at this time any additional third-party rating system (LEED, B3, Green Globes) and thus no additional specific meeting time or design deliverables are anticipated.

Council Presentations – We anticipate City staff will provide any City Council presentations and periodic updates. However, we would participate as required at our hourly rates for these additional meetings, or within the scope of what we have defined as “Progress Meetings” if deemed necessary by City Staff.

Expenses

For this scope, we propose a not to exceed / billed as incurred proposed expenses of \$150.00, for the purpose of milage to in-person meetings only.

Thank you again for this opportunity to propose on this project.

A handwritten signature in black ink, reading "Thomas Stromsodt". The signature is fluid and cursive, with the first name "Thomas" and last name "Stromsodt" clearly legible.

Thomas Stromsodt, Principal
Oertel Architects, Ltd.



February 4, 2022

Mr. Thomas Stromsodt
Principal – Senior Project Architect
Oertel Architects, LTD
1795 St. Claire Ave
St. Paul, MN 55105

via email: tstromsodt@oertelarchitects.com

**RE: Proposal for Mechanical and Plumbing (MP) Engineering Services
City of Waconia, MN Water Reuse Building
KFI Proposal # P22-0221**

Dear Mr. Stromsodt,

KFI Engineers (KFI) is pleased to provide this proposal for Mechanical and Plumbing (MP) engineering services on the above referenced project. This proposal outlines our scope of work and associated compensation. This proposal is valid for 45 days from the proposal date.

PROJECT UNDERSTANDING

This project consists of a new approximately 14' x 30' water reuse building a UV Treatment system, filter and associated electrical equipment and controls. Mechanical scope is as follows:

- Heating system for the building consisting of electric unit heaters
- Air conditioning system for the building consisting of split system air conditioner(s). Size and quantity based on final equipment heat load provided by the electrical engineer.
- Plumbing systems generally consisting of floor drains, waste and vent systems for the moist areas. Water distribution systems will consist of a potable water supply to hose bibbs.

BASIC SERVICES SCOPE OF WORK

KFI will perform the following scope of work:

Construction Documents

1. MP design and construction documents for systems as noted below:
 - Develop Mechanical and Plumbing construction documents (plans and specifications, sections, details, diagrams, and equipment schedules as needed). New plumbing services and coordination of connections to outside utility mains (utility design outside building footprint by others).
 - Two (2) separate submittals of the plans at various stages of the project (90% and 100% complete) are included.
2. Coordination of MP drawings with the Architect, other engineering consultants, and Owner's project staff.
3. Generate technical specifications for MP construction to be included in the project manual published by the Architect.
4. This proposal includes one (1) bid package.
5. Attend one (1) design review and coordination meeting.

Construction Phase Support Services

1. Support bidding phase efforts – including, clarifying documents during bidding and assisting with evaluation of bids, as required.

2. During the construction phase of the project, KFI will provide clarifications to construction documents for contractors and respond in writing to RFI's submitted by contractors.
3. Review and approval of MP shop drawing submittals. This fee includes one (1) review. Multiple reviews can be provided as an additional service.
4. Perform one (1) final site review and generate a final punch list upon substantial completion of construction. Any request for additional reviews for phased completion or multiple areas is additional scope.
5. Additional CA site visits or scope of work beyond the base CA will be considered additional services on a Time and Materials basis.

Information Provided by Others

1. Existing building plans (Revit or AutoCAD files)
2. Owner design standards
3. Current REVIT versions 2019, 2020, or 2021 or AutoCAD electronic files to be used as background for MP design work. REVIT versions 2018 and earlier will not be supported.
4. Equipment heat load information.

PROJECT SCHEDULE

Pricing is based upon completion of construction documents in accordance with the project schedule below. If the Project Schedule is significantly delayed, and the delay impacts KFI's ability to perform, Client agrees to compensate KFI for the delay.

- Design kickoff (March 2022)
- Issue construction documents (May 2022)
- Bid Opening (June 2022)
- Construction complete (December 2022)

CLARIFICATIONS, EXCLUSIONS, USE OF REVIT / AutoCAD

1. Architectural background changes: Plan changes to KFI shall include a written summary of changes made to the plan, including type and location of plan change.
2. Each of the phases of work as described above shall proceed only upon the Owner's approval of the preceding phase of work documents, and on the Owner's authorization of any adjustments in the project requirements and the budget for the cost of the work. Significant changes in the project including, but not limited to size, quantity, complexity, the Owner's schedule of budget shall be considered additional service and shall be invoiced at KFI's current hourly rates.
3. If Oertel requests additional services from the Owner, KFI will be notified to determine if there are additional services for MP scope.

Exclusions (may be provided as an additional service upon request):

1. Value Engineering (VE) meetings, revisions and redesign
2. Multiple bid packages
3. Conformed construction drawings and specifications
4. Equipment bidding and procurement
5. Architectural design work and building code review
6. Regulatory review fees
7. Civil / Site utilities design
8. Detailed cost estimating
9. Construction meetings

Use of Revit / AutoCAD

1. Basic Services include complete detailed MP design for new building(s) produced in REVIT versions 2019, 2020, or 2021 or AutoCAD, utilizing the electronic base model generated by the Architect. REVIT versions 2018 and earlier will not be supported.

COMPENSATION**Basic Services Fee**

For the Basic Services Scope of Work described above, the Client shall compensate KFI as follows:

On a Time and Materials basis at KFI's standard billing rates up to a Not-to-Exceed amount of \$9,500. Included within the Not-to-Exceed amount are subcontracted consultant costs, travel and production expenses which will be invoiced at cost times 1.1.

Additional Services

KFI may be requested by the Client to provide additional services which are in addition to the Basic Services Scope of Work. The Client will compensate KFI for these additional services on a Time and Material basis at KFI's current standard hourly rates and at 1.1 times the cost to KFI of consultants and at 1.1 times the cost of reimbursable expenses. Such compensation will be over and above any maximums set forth above.

When any portions of the Project are deleted or otherwise not constructed, compensation for those portions shall be payable to the extent services are performed on those portions. KFI shall be entitled to compensation in accordance with this agreement for all services performed whether or not the Construction Phase commenced.

Invoicing will occur on a monthly basis, payment terms are net 30 days, no retainage.

If you find this proposal acceptable, please sign and date this letter and return a copy to our office. A copy of KFI's Terms and Conditions is attached.

Thank you for the opportunity to provide engineering services for this project. Please contact me at (651) 254-6942 if you have any questions.

Respectfully submitted,

KFI Engineers

Accepted By:
Oertel Architects, LTD



Mr. Zachary C. Thompson, P.E.
Project Manager

Mr. Thomas Stromsodt
Principal – Senior Project Architect

Date

Attachments:

KFI Terms and Conditions

KFI Engineers CIA S & F template version 2021 0311

TERMS AND CONDITIONS

1. Acceptance of Proposal: The attached proposal for professional services, together with these terms and conditions, is the “**Proposal**”. This Proposal is an offer by KFI that is not binding unless and until CLIENT accepts it. CLIENT may accept this Proposal within 45 days after the date of this Proposal by returning a fully-executed copy of this Proposal to KFI or by otherwise accepting this Proposal in writing. Upon CLIENT’s acceptance, this Proposal will become a binding agreement between CLIENT and KFI (this “**Agreement**”). If CLIENT does not accept this Proposal within the 45 days after the date of this Proposal, it shall expire and shall no longer be binding. No changes to this Proposal will be binding on KFI unless KFI accepts them in writing.
2. Change Requests and Change Orders: This Agreement may not be modified except in writing. If CLIENT wishes to modify the scope of work described in this Agreement, CLIENT must submit a written work scope change request. KFI will respond promptly by stating in writing what effect, if any, the request will have on the price and schedule of delivery of the professional services described by this Agreement (the “**Professional Services**”). If KFI and CLIENT agree on a work scope change request and any adjustment to the price or delivery date, CLIENT and KFI will sign a change request modifying this Agreement.
3. Delays: KFI will not be liable for any delay that results any cause outside of KFI’s commercially reasonable control. If the project covered by this Agreement (the “**Project**”) is delayed for more than 120 days for any reason other than a cause within KFI’s commercially reasonable control, KFI may, at its sole option, cancel this Agreement and the Project by delivering a written termination notice to CLIENT, in which case CLIENT will pay KFI for all fees and charges incurred, and all Professional Services completed, through the date of the termination, and neither party shall have any further rights or obligations under or in connection with this Agreement or the Project.
4. Delivery: KFI will make every commercially reasonable effort to complete the Professional Services by the date or dates stated in this Agreement, but KFI SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF ANY DELAY IN DELIVERY OF THE PROFESSIONAL SERVICES.
5. Limit of Liability: KFI’s liability to CLIENT for any error or omission (including claims for indemnity or contribution) is limited to KFI’s fee.
6. Cancellation: CLIENT may cancel this Agreement by delivering a written cancellation notice to KFI before the Professional Services are completed, provided that CLIENT must pay KFI at KFI’s current standard billing rates for the time and materials that KFI expended through the date of cancellation. All designs, drawings and specifications shall remain the property of KFI.
7. Reuse of KFI’s Plans, Specifications, and Other Documents: All plans, specifications, and other documents furnished by KFI are instruments of KFI’s services for use solely for the Project, and KFI retains all ownership and property rights in them regardless whether the Project is completed. CLIENT may retain copies for reference in connection with the use and occupancy of the Project, but KFI does not represent that the documents are suitable for reuse on extension of the Project or on other projects. CLIENT and others shall not use the documents on other projects or extensions of this Project except with KFI’s express written agreement, which KFI may withhold in its sole discretion. CLIENT will defend and indemnify KFI from all claims or losses arising out of the unauthorized use of the documents.
8. Insurance: KFI will maintain worker’s compensation insurance, professional liability insurance, and comprehensive general insurance and will provide CLIENT with a certificate of insurance upon request.

9. Third-party Indemnification: KFI agrees to hold CLIENT harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of KFI. CLIENT agrees to hold KFI harmless from any claim by any person, firm, corporation, or governmental unit that is caused by or arises out of negligent acts or omissions of CLIENT.
10. Resolution of Disputes: Any controversy, claim or dispute arising out of or relating in any manner to this Agreement or the Project shall be resolved as follows: Both parties will first attempt in good faith to promptly resolve the controversy, claim or dispute by negotiations between senior executives of the parties who have authority to settle the matter and who do not have direct responsibility for the administration of the Project. If the controversy, claim, or dispute has not been resolved by such negotiations within 60 days after written request by either party, the matter shall upon written request of either party then be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in and have knowledge of the professional service(s) discipline KFI has been contracted for. The parties agree that any arbitration hearing shall be held in Saint Paul, Minnesota. Any claim in connection with this Agreement or the Project not made within 2 years after completion of the Professional Services shall be waived.
11. Resolution of Dispute Costs: The prevailing party to any dispute arising out of or relating to this Agreement or the Project shall be entitled to recover its reasonable fees and costs from the other party, including attorney fees and the costs of any arbitration, lawsuit, or other proceeding.
12. Force Majeure: The obligations of KFI and the CLIENT to perform under this Agreement shall be excused during each period of delay caused by matters which are beyond the reasonable control of the party obligated to perform, such as, acts of God, fire, flood and other weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.
13. Miscellaneous: This Agreement comprises the final and complete agreement between KFI and CLIENT. It supersedes all previous or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement and shall be binding upon the heirs, executors, administrators, successors and assigns of KFI and CLIENT. Neither KFI nor CLIENT may assign or transfer this Agreement or any rights or interest in this Agreement, and no third party is intended to be benefited by this Agreement.
14. Payment: Fees and charges are due upon CLIENT's receipt of an invoice. CLIENT will pay a late payment charge of 10% per annum on the balance due beginning 30 days from the original invoice date. Each invoice from KFI shall be deemed correct, conclusive, and binding on CLIENT unless CLIENT, within 10 days after receiving that invoice, notifies KFI in writing of any claimed inaccuracies, discrepancies, or errors. If CLIENT fails to pay KFI within 30 days after receiving an invoice, KFI shall have the right to cancel this Agreement, in which case CLIENT shall pay KFI for all fees and charges incurred, and all Professional Services performed, through the date of termination.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Authorize Staff to Prepare & Submit EAB MNDNR "2022 Preparing for EAB Grants Program"					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		January 3, 2022; Approving Emerald Ash Bore Management Plan and Authorize Staff to Submit a MNDNR Grant for Community Forest Grant					
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 2022-54, Authorize Staff to Prepare & Submit EAB MNDNR "2022 Preparing for EAB Grants Program" Application							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Council approved staff to submit a MNDNR Grant for Community Forest on January 3, 2022. Staff recently received notification that the DNR received 4.24 million in requested funds for their available funds of 2.4 million. Staff were recommended to apply for the "Preparing for EAB Grants Program." Therefore, Staff are requesting to apply once again for this grant process, which is due for submittal on March 4th, 2022. The difference in this application is the required 25% match for grant activities. Staff recommend approval of this request with hopes of possibly obtaining a piece of the 1.6 million in available funds.							
<u>Attachments:</u>							
1. 2254res Preparing_for_EAB_Grant_Resolution.doc							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Street and Park Budget for Tree Replacement							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-54**

**RESOLUTION AUTHORIZING APPROVAL OF STAFF TO SUBMIT A 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, results from previous inventory work, staff have engaged in adding more diversity to its tree planting and replacement plan; and

WHEREAS, the community Ash tree volumes exceed the recommended MNDNR recommendations of 20-10-5; and

WHEREAS, the Public Services Director and Park Supervisor are authorized to submit a MNDNR “Preparing for EAB Grants Program and represent the City in the application process.

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

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Authorize Waterford Park Site Plan Improvement Application Packet					
Originating Department:		Public Services					
Presented by:		Craig Eldred					
Previous Council Action (if any):		December 6, 2021; Authorize Approval of Staff to Order Inclusive Play System Equipment from Flagship Recreation, CIP Project 383					
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 2022-55; Authorizing Waterford Park Site Plan Improvement Bid Application Packet							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As Council Members are aware we have been working on site plans surrounding Waterford Park for the inclusive play system, site improvements for parking and play system layout and reuse facilities. We have received site plans from Westwood Engineering for the parking and inclusive play system area, and are at a point where few return comments are necessary. Staff and City Engineer have submitted comments to the necessary items to sustain site elements necessary to support the items listed and the potential future multi-use structure. Staff are requesting the ability to obtain bid items for improvements for the parking and play system area at this time. Please note, that the Developer is a part of the Developer's agreement to assist in improving site items. Therefore, we would expect to work with them on the improvement proposal to supplement items outside of the current agreed upon improvements. Staff recommend approval of this request allowing a bid application packet for work outside of the agreed upon site improvement work							
<u>Attachments:</u> 1. 2255res Approve_Bid_Application_Packet_Resolution.doc 2. 22-02-07 Update Waterford Park Construction Plans Draft.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Funds							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022-55**

**RESOLUTION AUTHORIZING WATERFORD PARK SITE PLAN IMPROVEMENT BID
PACKET, CIP PROJECT 676**

WHEREAS, one of the City’s Priorities “Environment – protecting the quality of our land, air, trees natural space, water and lakes”; and

WHEREAS, staff and City Engineer have been working with the Waterford Development and their Development Engineer on site design layout as agreed upon; and;

WHEREAS, work between this core group and Landscape Structures for the Inclusive Play System a site plan is near finalization, and;

WHEREAS, staff are requesting the ability to prepare a bid packet for items outside of the agreed upon improvements for finalizing all costs associated with the inclusive system container and site parking and access elements for Waterford Park.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Waterford Park site plan improvement bid packet CIP Project 676.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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

CONSTRUCTION PLANS

FOR

SITE PLAN, GRADING, DRAINAGE & UTILITIES

FOR

WATERFORD PARK WACONIA, MN



Vicinity Map
(NOT TO SCALE)

PREPARED BY:

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0035257
CONTACT: RYAN M. BLUHM

SHEET INDEX

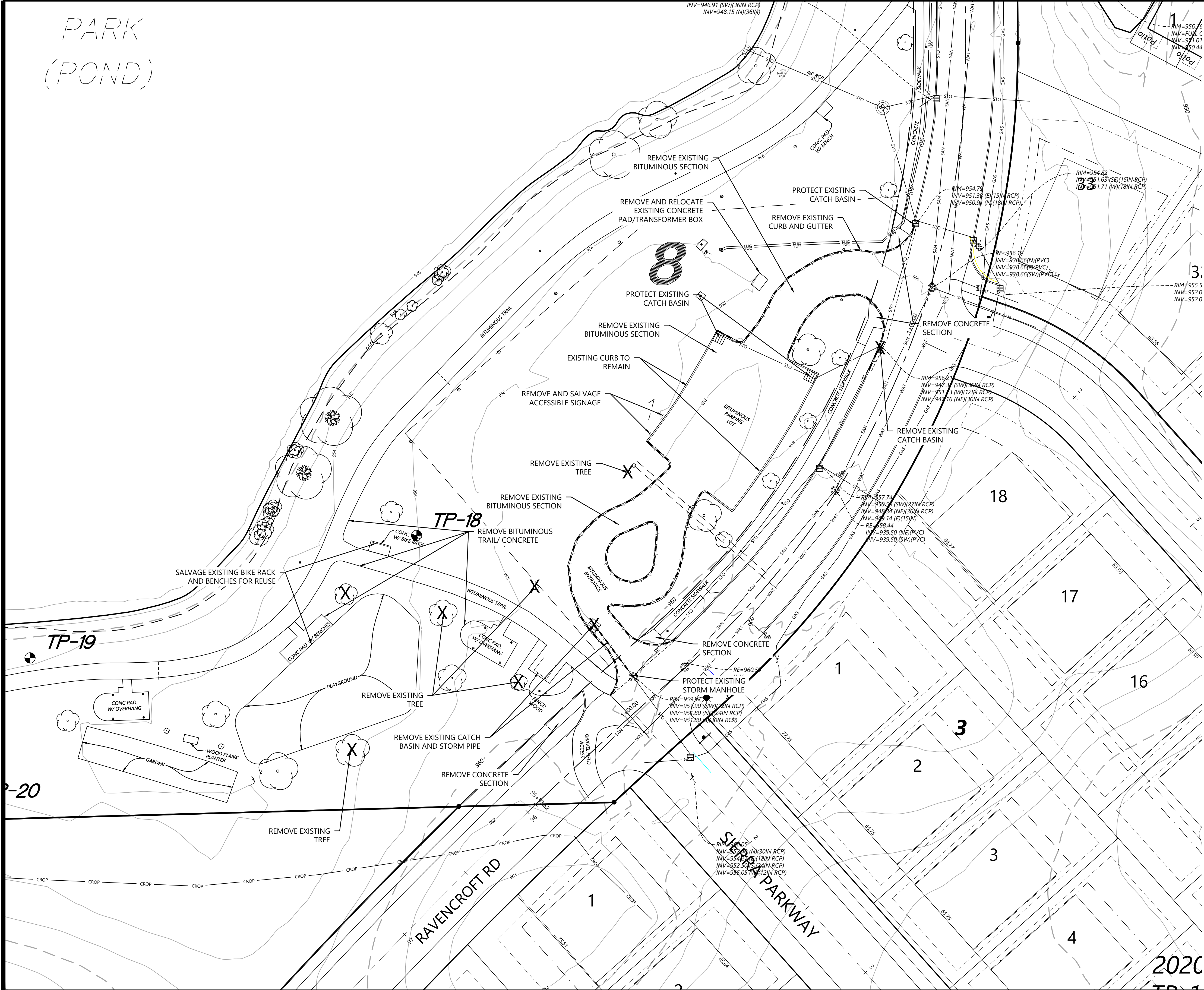
Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	COVER
2	EXISTING CONDITIONS & REMOVALS
3	SITE PLAN
4	GRADING AND UTILITIES
5	DETAILS

NO.	DATE	REVISION	SHEETS
	-	-	
	-	-	
	-	-	
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	-	-	
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	-	-	

CONSTRUCTION PLANS

FOR
SITE PLAN, GRADING, DRAINAGE &
UTILITIES
FOR
WATERFORD PARK
WACONIA, MN

INITIAL SUBMITTAL DATE: 02/07/22 SHEET: 1 OF 5

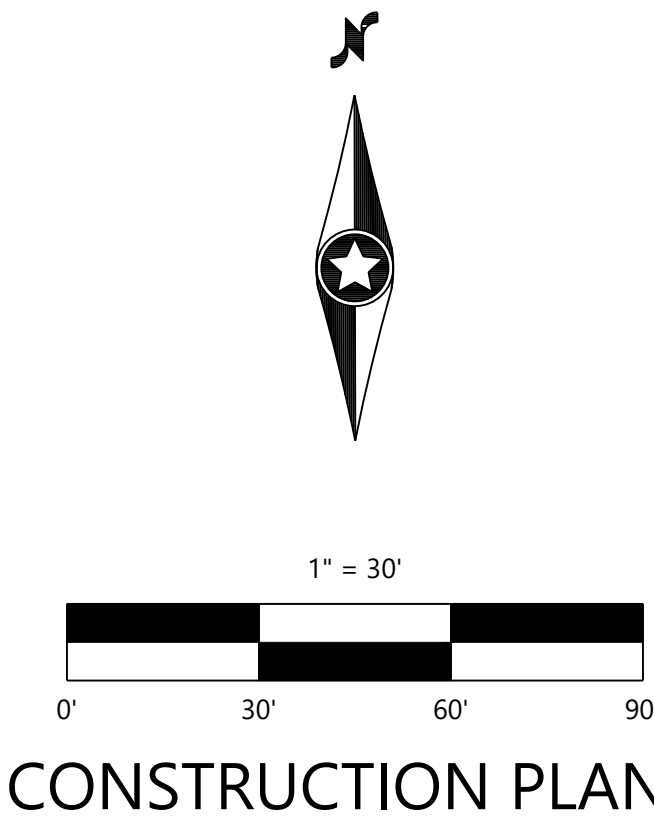


REMOVAL LEGEND

EXISTING	PROPOSED	PROPERTY LINE
		SAW CUT PAVEMENT
		CURB & GUTTER
		SANITARY SEWER
		WATER MAIN
		HYDRANT
		STORM SEWER
		GAS
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		UNDERGROUND TELEPHONE
		OVERHEAD TELEPHONE
		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		RETAINING WALL
		FENCE
		CONCRETE
		BITUMINOUS
		BUILDING
		TREE
		LIGHT POLE
		TRAFFIC SIGN
		CONSTRUCTION BARRICADE
		SOIL BORING LOCATION

REMOVAL NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
- CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.



DESIGNED: TDD
CHECKED: RMB
DRAWN: RMB
HORIZONTAL SCALE: 30'
VERTICAL SCALE: 6' OR 3'

INITIAL ISSUE: 02/07/22
REVISIONS:
△
△
△
△
△

PREPARED FOR:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 02/07/22 LICENSE NO. 41257

WATERFORD PARK
WACONIA, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

EXISTING CONDITIONS &
REMOVALS

PROJECT NUMBER: 0035257

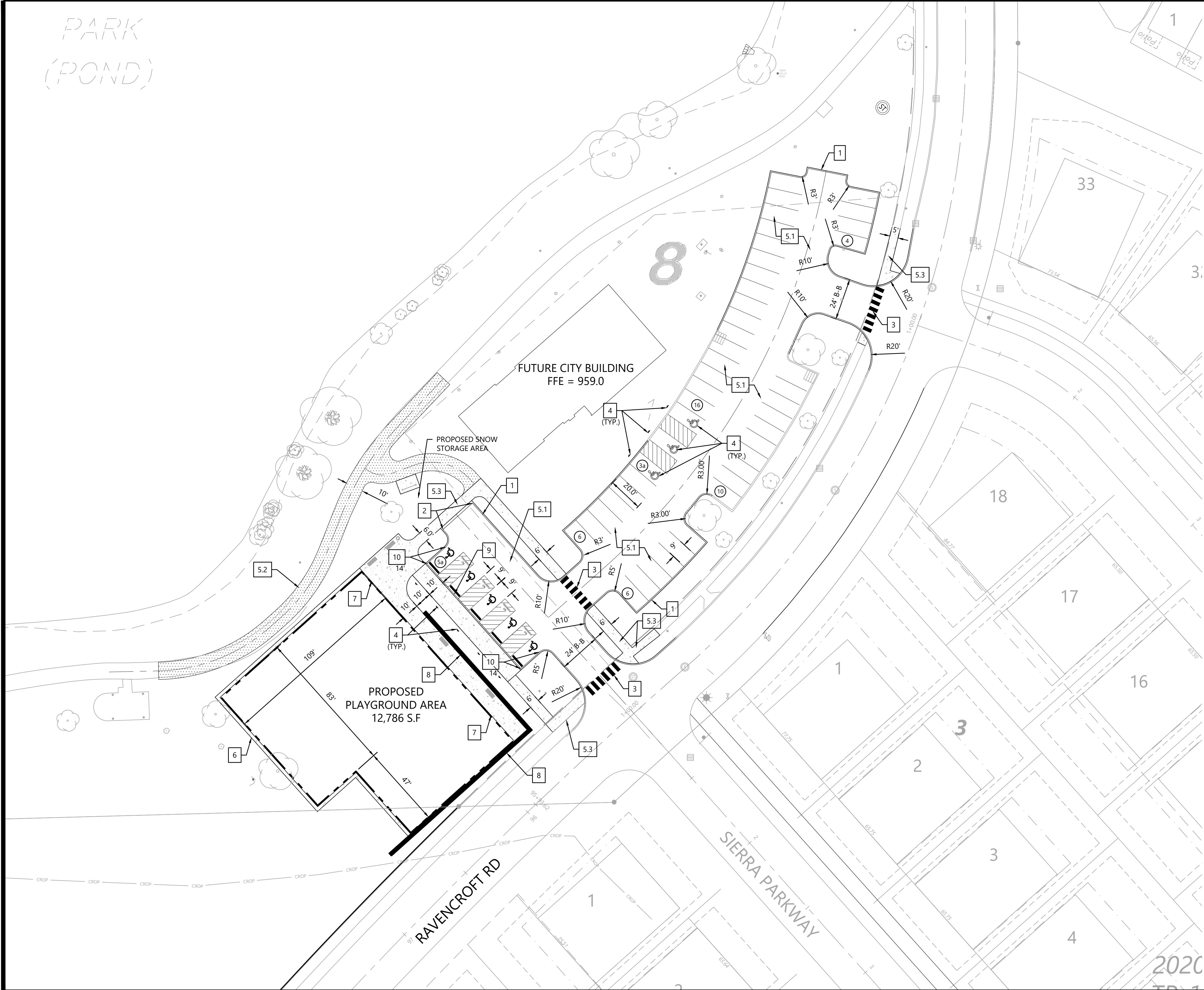
SHEET NUMBER:

2

OF

5

DATE: 02/07/22



SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

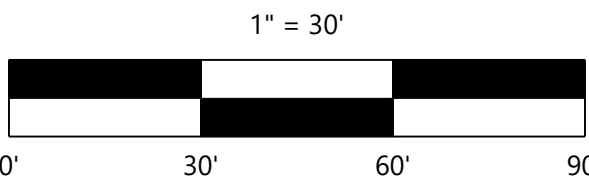
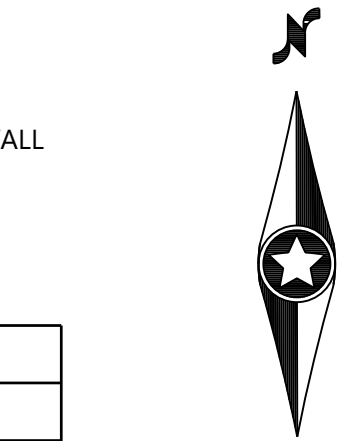
GENERAL SITE NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE **B612** UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.

1 SITE DETAILS

- B612** CURB AND GUTTER
- SURMOUNTABLE CURB AND GUTTER
- CROSS WALK STRIPING
- HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- PAVEMENT SECTIONS
 - BITUMINOUS PARKING
 - BITUMINOUS TRAIL
 - CONCRETE SIDEWALK
- 12"x12" CONCRETE EDGE
- THICKENED EDGE SIDEWALK
- MODULAR BLOCK RETAINING WALL
- FLUSH CURB SECTION
- CURB TRANSITION

IMPERVIOUS SURFACES	
ADDED IMPERVIOUS AREA (SY)	FUTURE CITY BUILDING (SY)
1227	645



CONSTRUCTION PLANS

DESIGNED: _____
CHECKED: _____
DRAWN: _____
HORIZONTAL SCALE: 30.0003"
VERTICAL SCALE: 6' OR 3'

INITIAL ISSUE: 02/07/22
REVISIONS:
△ _____
△ _____
△ _____
△ _____
△ _____

PREPARED FOR:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 02/07/22 LICENSE NO. 41257

WATERFORD PARK
WACONIA, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

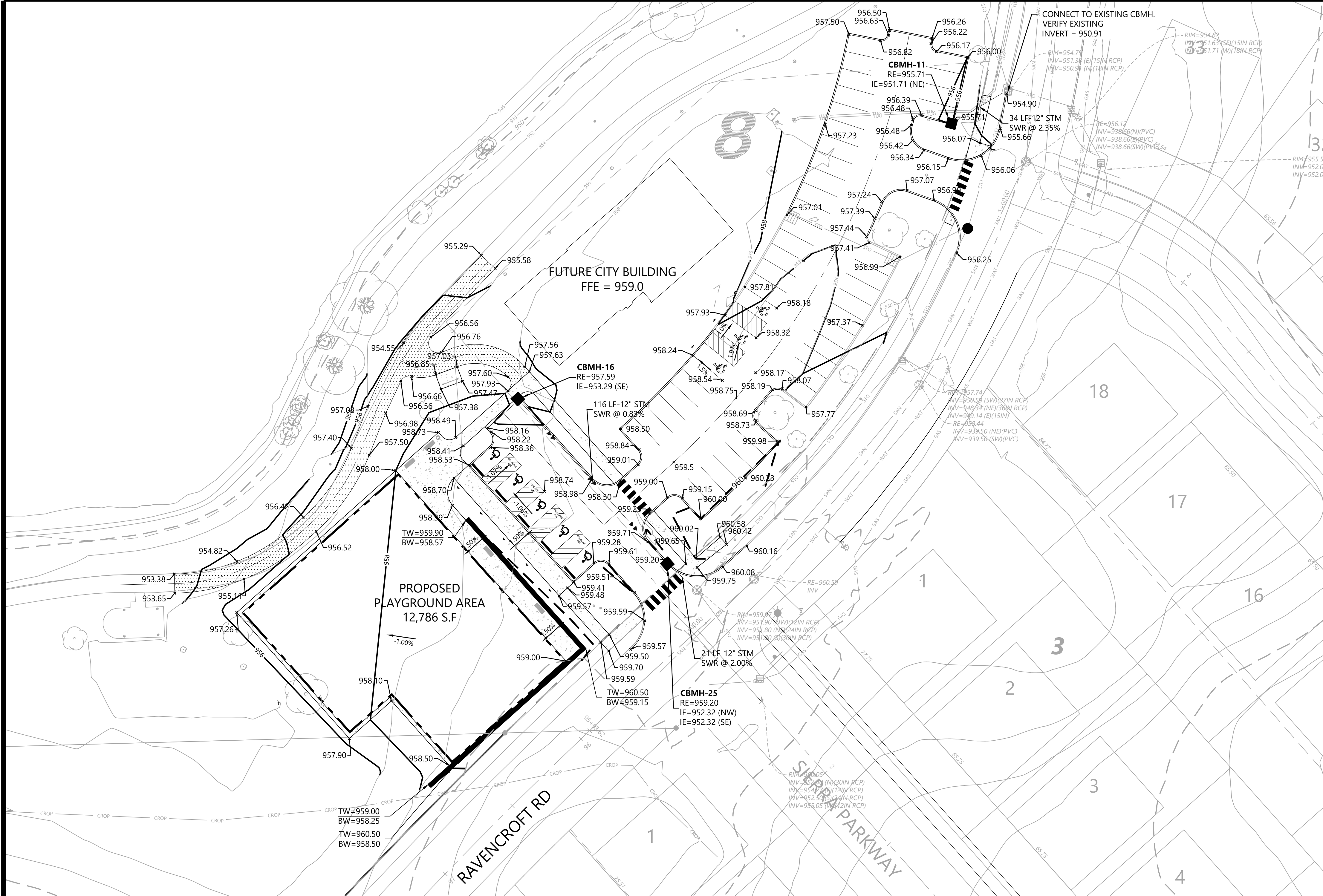
SITE PLAN

PROJECT NUMBER: 0035257

SHEET NUMBER:

3 OF 5

DATE: 02/07/22



GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

GENERAL UTILITY NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SANITARY SEWER, STORM SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
- ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- STORM SEWER PIPE:
 - RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED, PER ASTM C76 WITH R-4 GASKETS.
 - HDPE STORM PIPE 4- TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
 - PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
 - CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120-INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A798. CMP MAY NOT BE INSTALLED WITHIN 10-FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10-FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
- AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
- ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

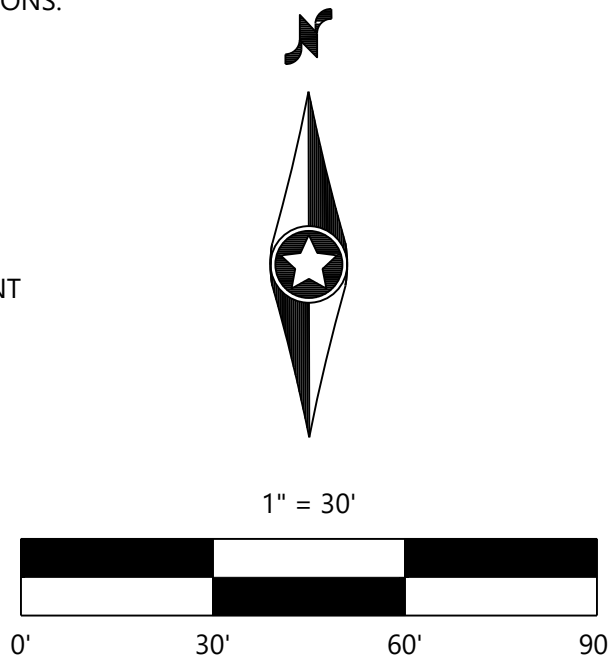
GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH

FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.

- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.

ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.



CONSTRUCTION PLANS

DESIGNED: TOD
CHECKED: RMB
DRAWN: RMB
HORIZONTAL SCALE: 30'
VERTICAL SCALE: 6' OR 3'

INITIAL ISSUE: 02/07/22
REVISIONS:
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PREPARED FOR:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 02/07/22 LICENSE NO. 41257

WATERFORD PARK
WACONIA, MN

Westwood

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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

GRADING AND UTILITIES

SHEET NUMBER:

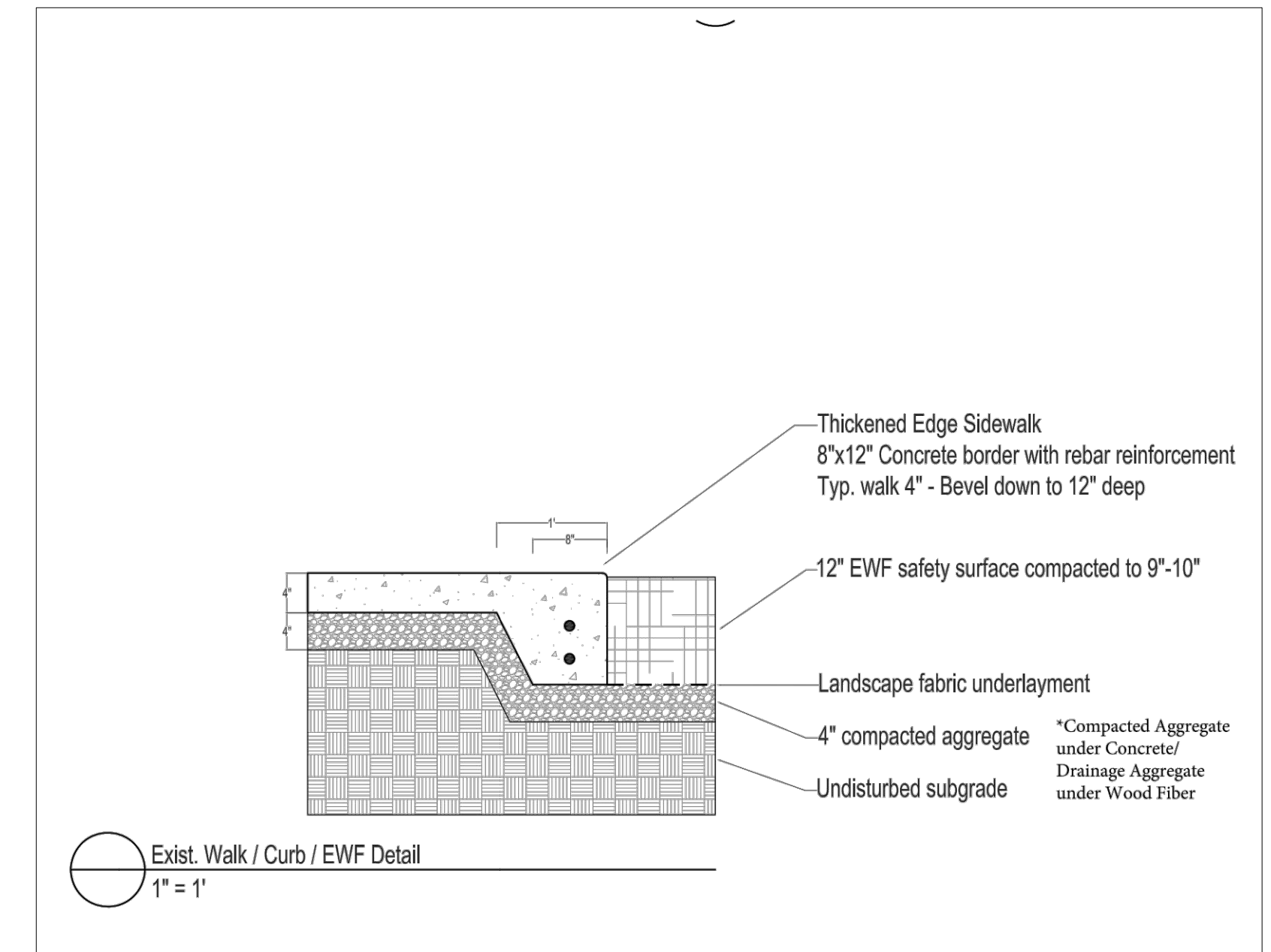
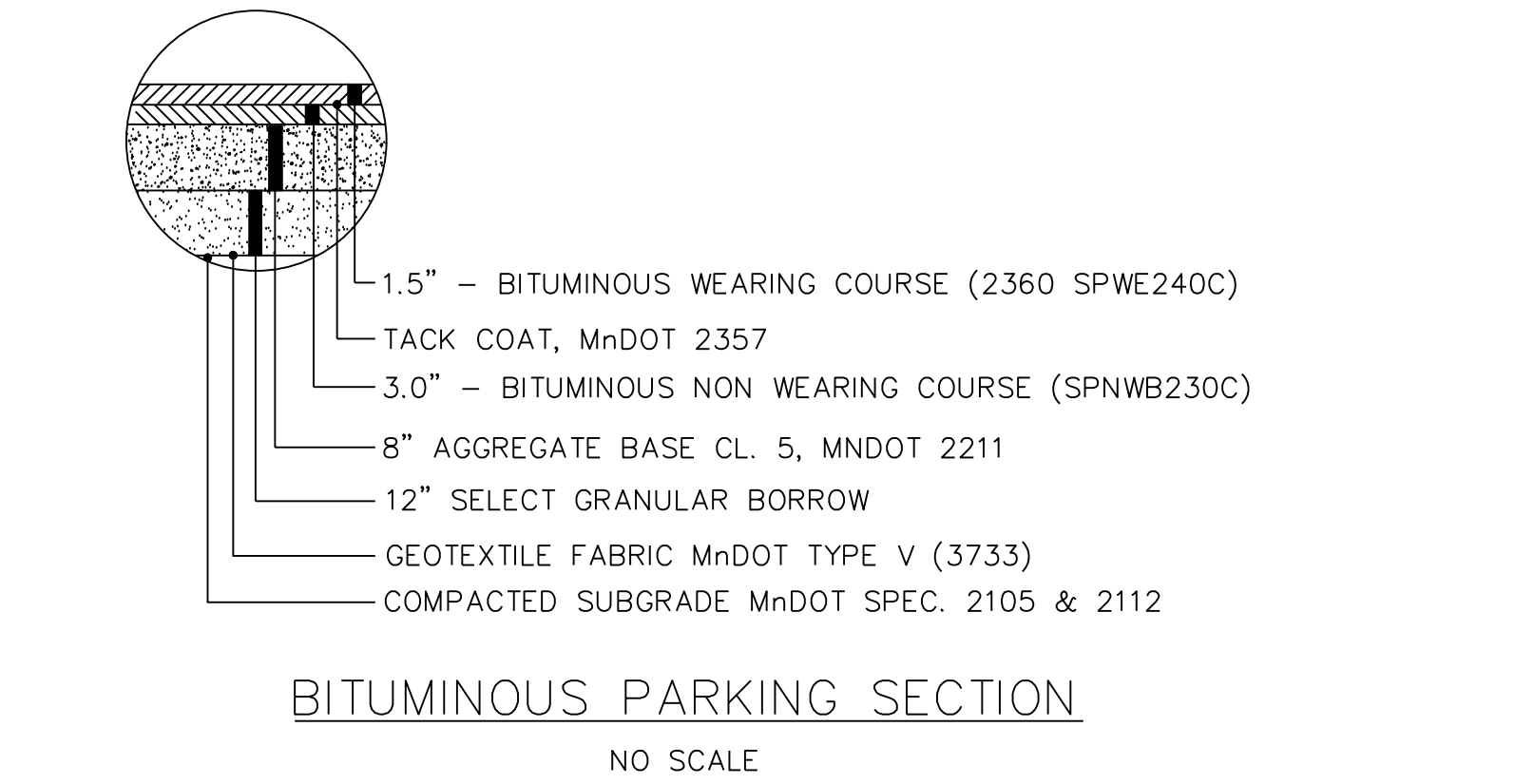
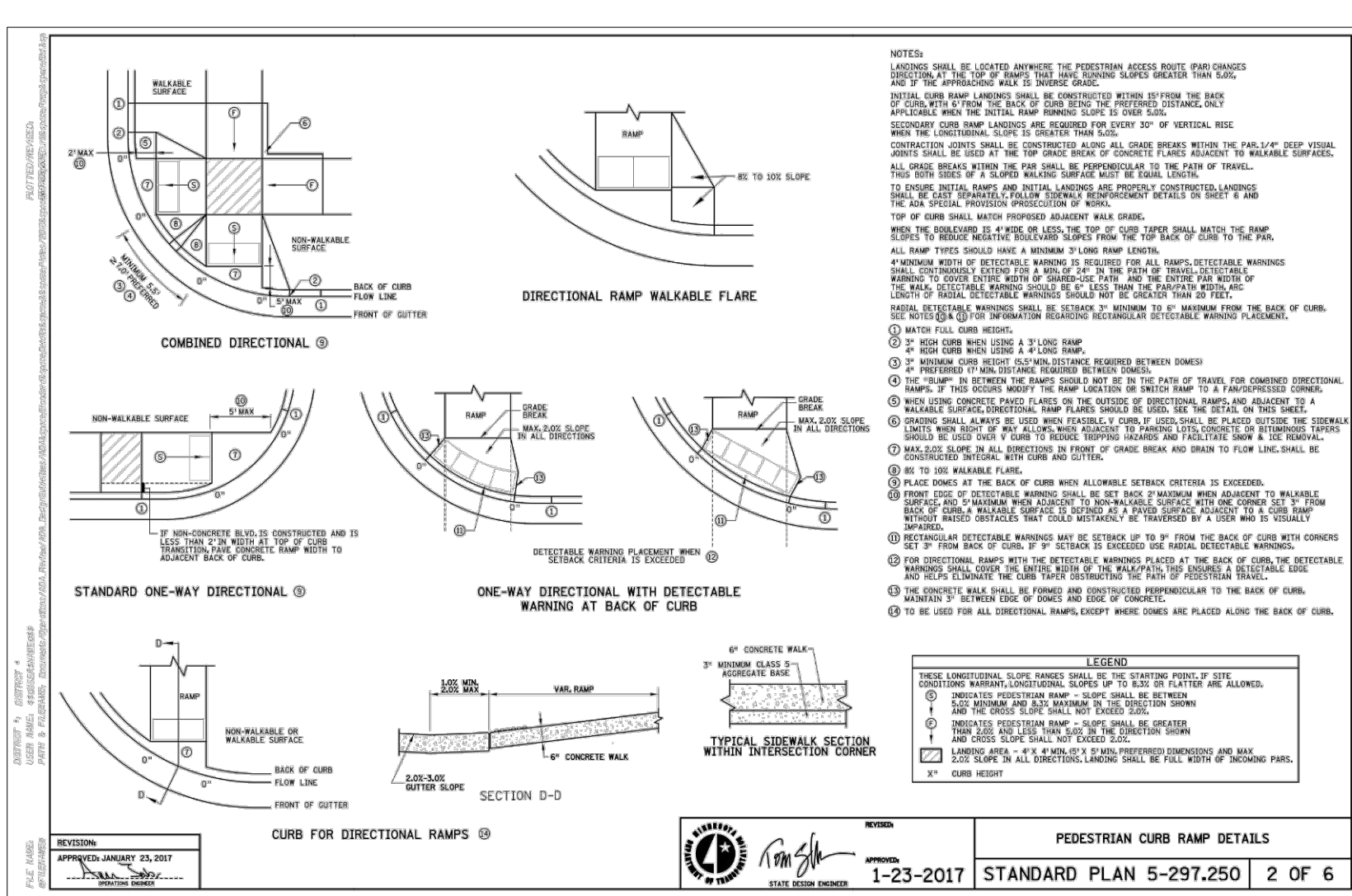
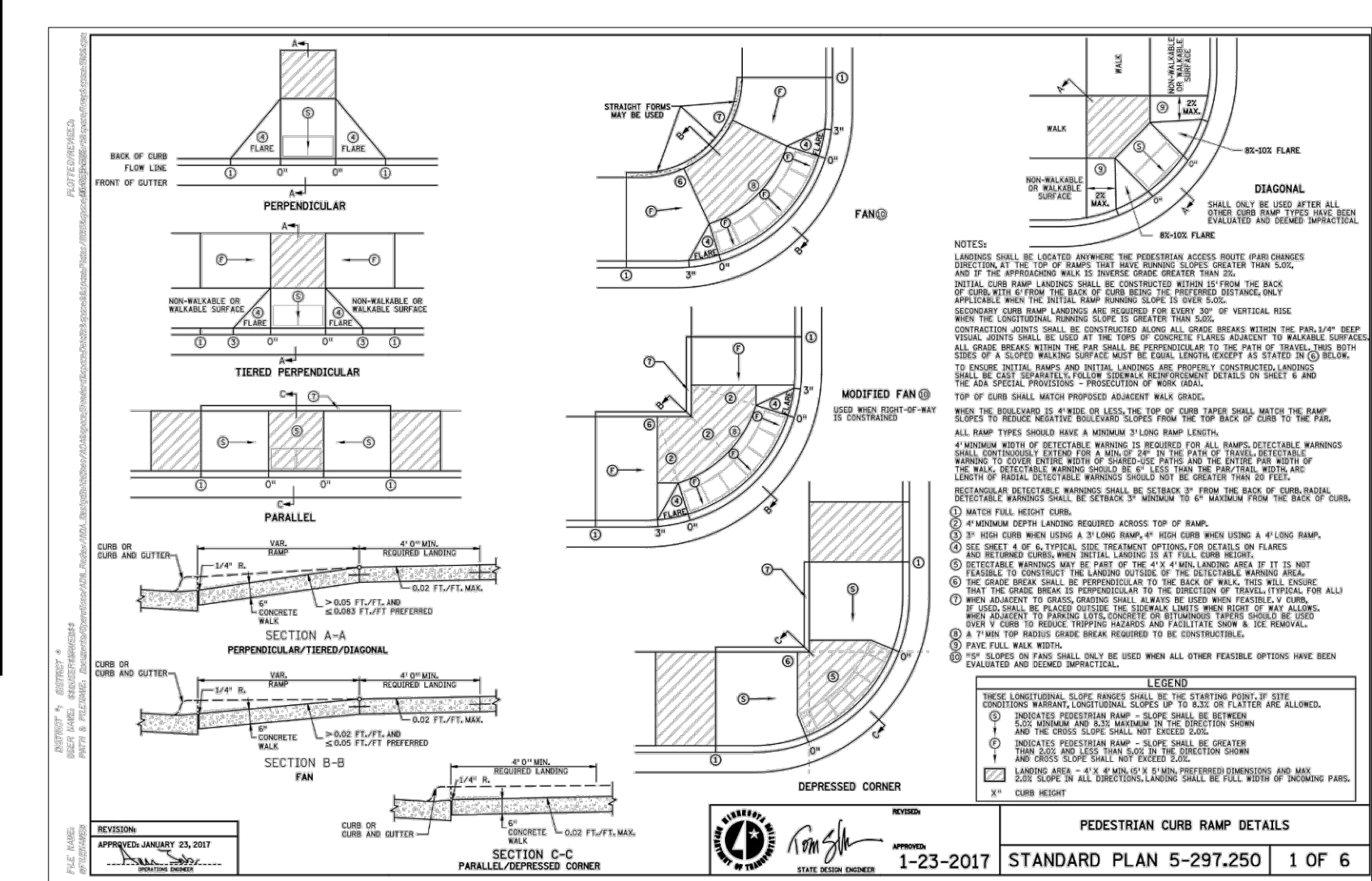
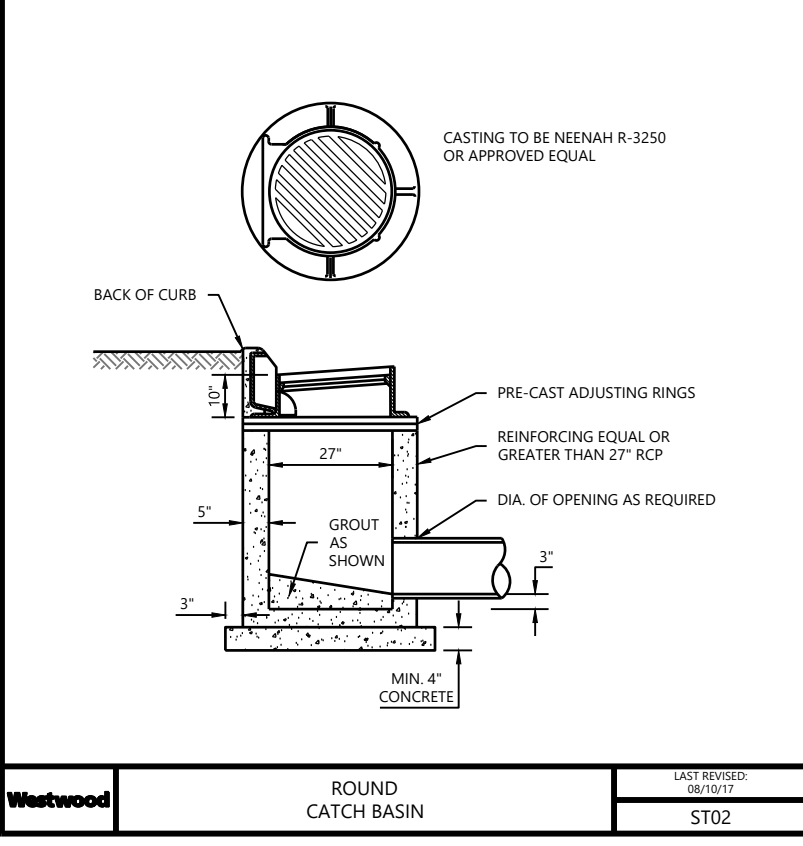
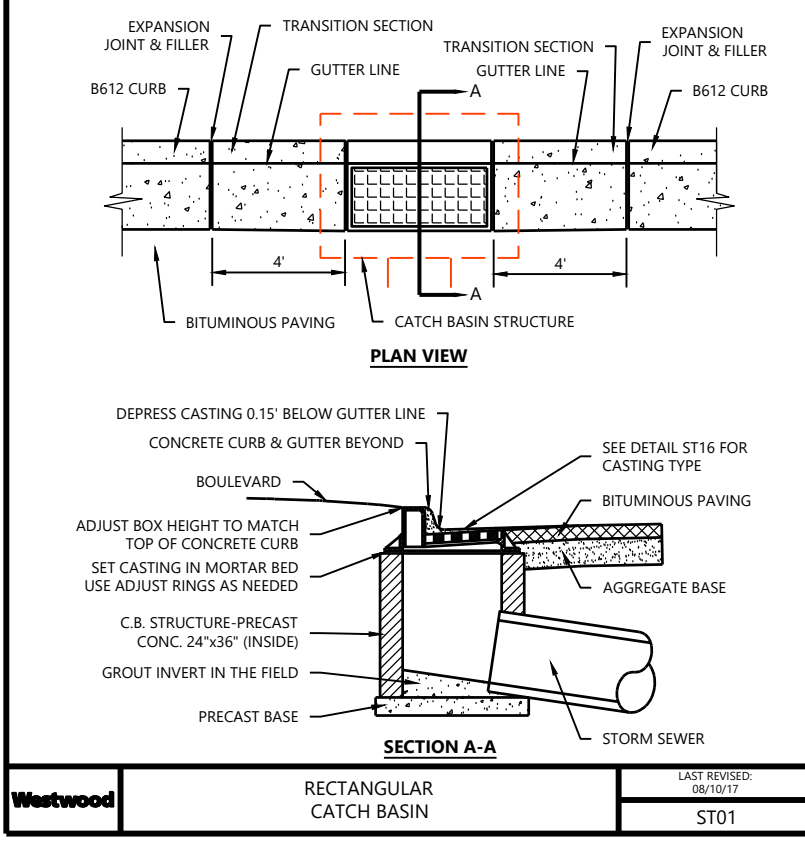
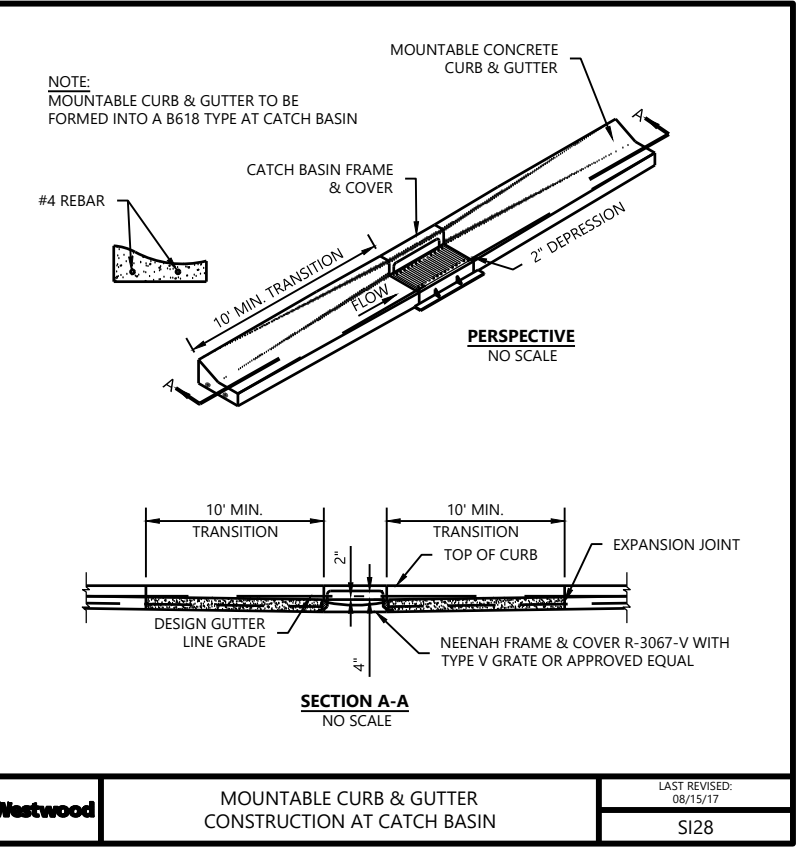
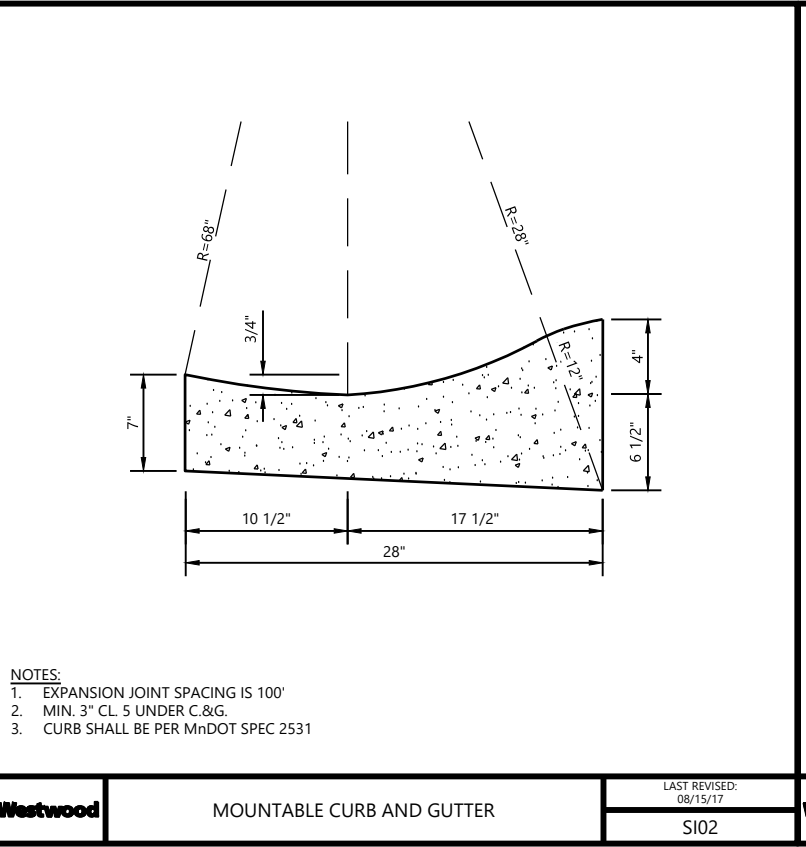
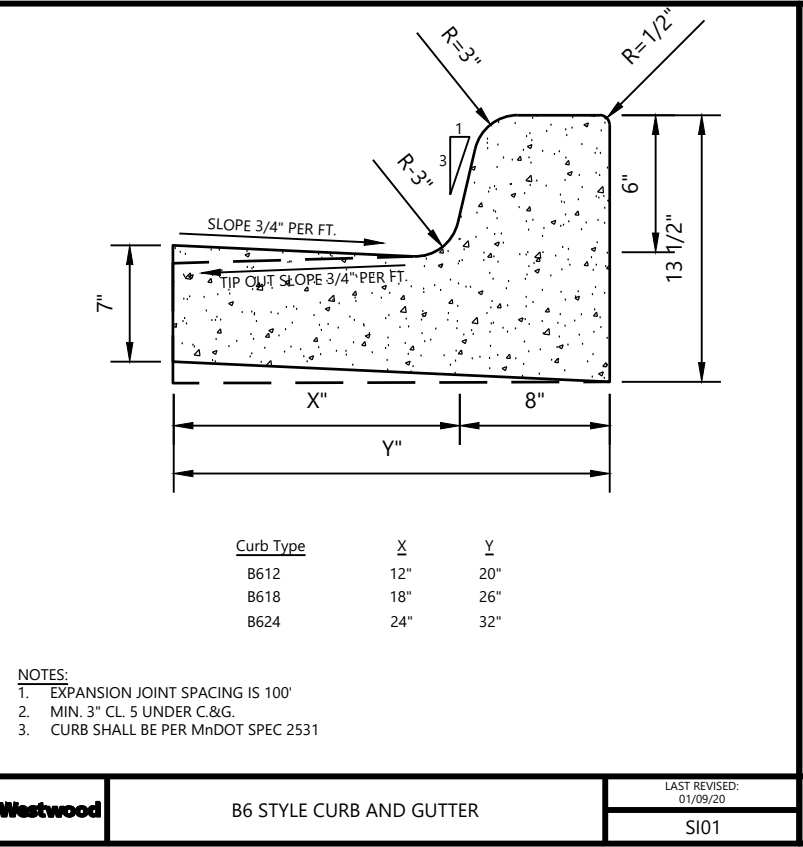
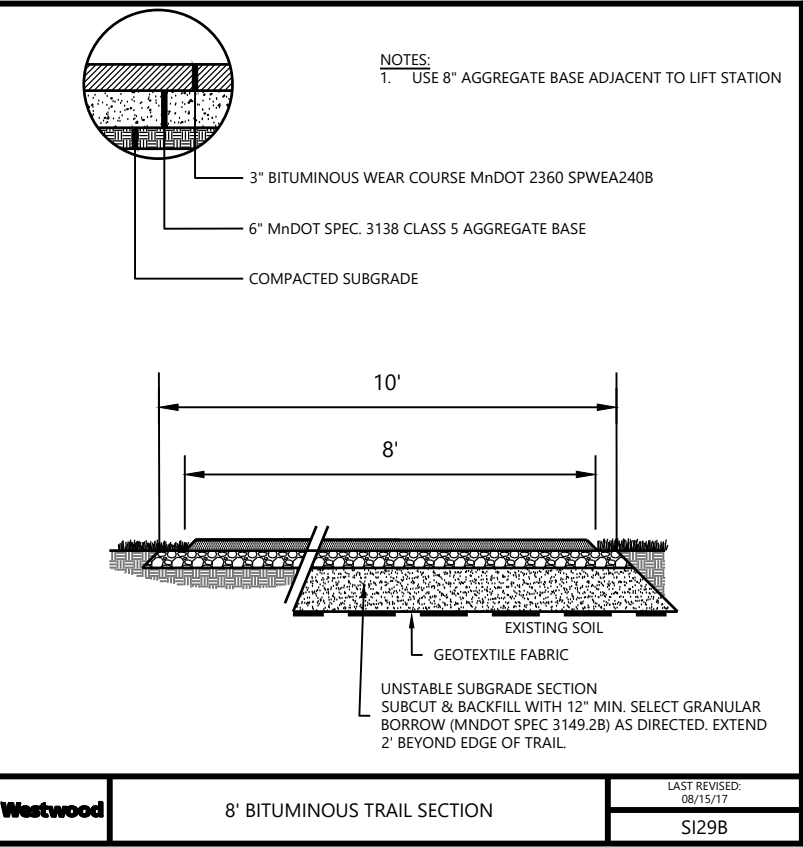
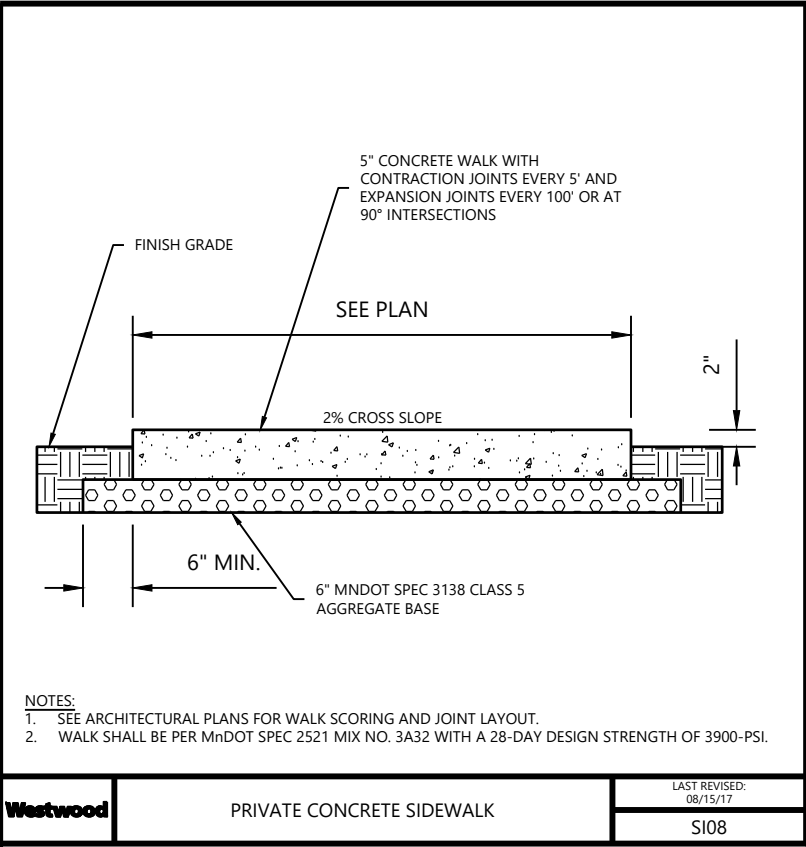
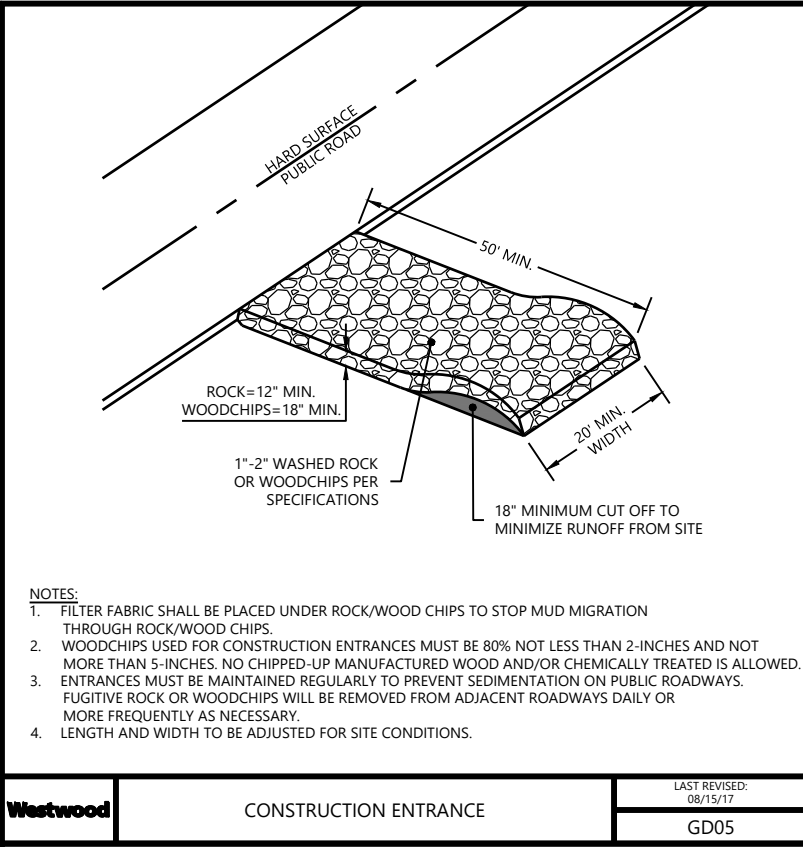
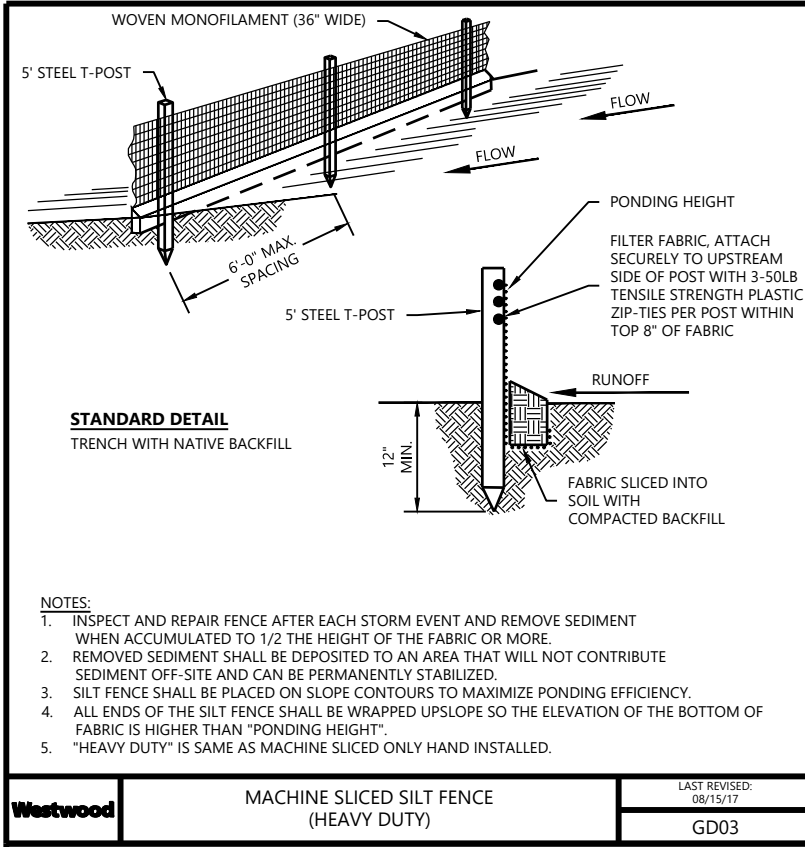
4

OF

5

PROJECT NUMBER: 0035257

DATE: 02/07/22



CONSTRUCTION PLANS

DESIGNED:	TDD
CHECKED:	RMB
DRAWN:	RMB
HORIZONTAL SCALE:	###
VERTICAL SCALE:	### OR ##

INITIAL ISSUE:	02/07/22
REVISIONS:	
PREPARED FOR:	
DATE:	02/07/22
LICENSE NO.:	41257

1. HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA	
RYAN M. BLUHM	
DATE:	02/07/22
LICENSE NO.:	41257

WESTWOOD	
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Toll Free (888) 937-5150	westwoodsps.com
Westwood Professional Services, Inc.	

SHEET NUMBER:	5	OF	5
PROJECT NUMBER:	0035257	DATE:	02/07/22



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Redistricting Public Hearing					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2022-56, Calling for a public hearing on proposed redistricting and repeal of Chapter 243.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Following the 2020 census state legislatures redraw legislative districts for federal and statewide seats. This then sets in motion requirements for municipalities to reestablish election boundaries such as wards and voting precincts by the end of March. In a work session in January, the City Council reviewed possible challenges and scenarios associated with election administration and logistics based on our population and future impacts of legislative district boundary constraints. It was the direction of the City Council to prepare voting precincts that enhanced election day logistics and evaluated the repeal of Chapter 243 of Waconia City Code that established geographical representation wards for City Council seats, thus creating at large election for all City Council seats. Prior to the City Council determining these boundaries and possible repeal a public hearing is recommended to be held so that community members could weigh in on the proposed changes to be presented at that hearing.							
<u>Attachments:</u>							
1. 2256res Calling Public Hearing Redistricting.docx 2. Proposed Voting Precinct Boundaries							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ X Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

CITY OF WACONIA
COUNTY OF CARVER
STATE OF MINNESOTA

RESOLUTION NO. 2022-56

RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED REPEAL OF CHAPTER 243
OF THE WACONIA CITY CODE ESTABLISHING WARD BOUNDARIES AND THE
DETERMINATION OF ELECTION PRECINCT BOUNDARIES

BE IT RESOLVED by the City Council (the "Council") of the City of Waconia, Minnesota (the "City"), as follows:

Recitals. Minnesota Statutes, Section 204B.14, requires that a municipality reestablish precinct boundaries within 60 days of the completion of legislative redistricting, or by March 29, 2022, whichever is first. Prior to reestablishing precinct boundaries, the City Council intends to consider and vote on an ordinance repealing Chapter 24 of the Waconia City Code regarding ward boundaries.

Hearing. The City Council finds it in the best interests of the City and its residents to hold a public hearing regarding the proposed repeal of Chapter 243 of Waconia City Code, which currently divides the City into two election wards. The City Council further finds that if the wards are dissolved, all members of the City Council and the Mayor will be elected at large and the establishment of three new election precincts will be necessary.

Notice. The City Administrator is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as Exhibit A to be given in a newspaper of general circulation in the City at least 10 days but not more than 30 days before the hearing. The newspaper must be one of general interest and readership in the City, and the notice must be published at least once.

Councilmember _____ moved for the adoption of the foregoing resolution, and said motion was duly seconded by Councilmember _____, and upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

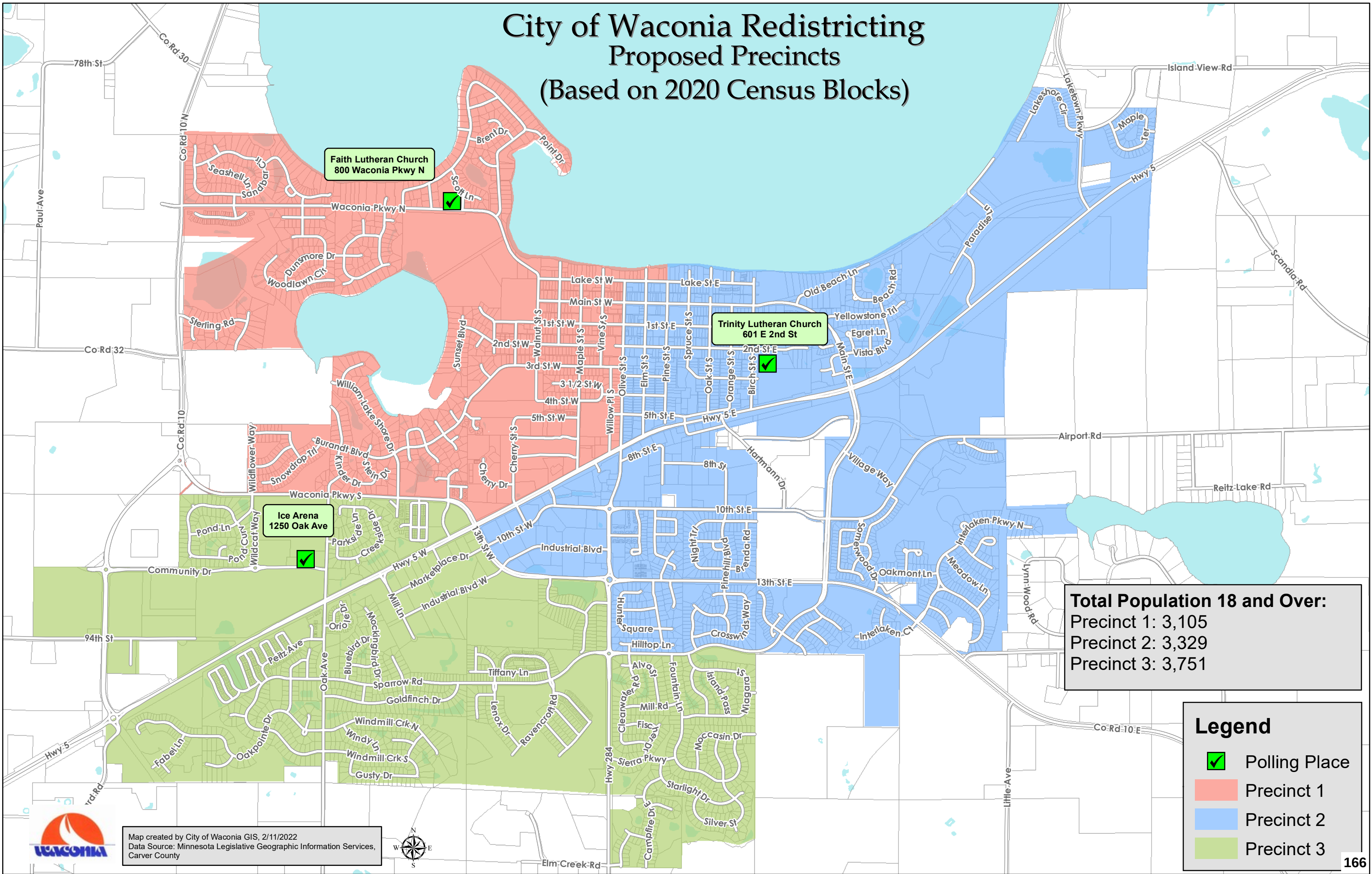
Adopted on February 22, 2022 by the Waconia City Council.

Nicole Waldron, Acting Mayor

Attest:

Jacqueline Schulze, City Clerk

City of Waconia Redistricting Proposed Precincts (Based on 2020 Census Blocks)



Faith Lutheran Church
800 Waconia Pkwy N

Trinity Lutheran Church
601 E 2nd St

Ice Arena
1250 Oak Ave

Total Population 18 and Over:
Precinct 1: 3,105
Precinct 2: 3,329
Precinct 3: 3,751

Legend

- Polling Place
- Precinct 1
- Precinct 2
- Precinct 3



Map created by City of Waconia GIS, 2/11/2022
Data Source: Minnesota Legislative Geographic Information Services,
Carver County





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Delegation of Business Administrator - Electronic Funds Transfers					
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. 2022-57, Approving Designated Business Administrator for Electronic Funds Transfers							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
To pay some vendor claims, the City of Waconia may use electronic funds transfers instead of paper checks. Electronic funds transfers may also be used to purchase and sell investments. While these transactions are convenient, they present unique opportunities for fraud. As a result, state law requires local units of government to adopt certain policies and procedures before electronic funds transfers are made. These guidelines are presented in Minnesota State Statutes 471.38. The law now specifically has these requirements: - On an annual basis, the governing body must delegate to a designated business administrator the authority to make electronic funds transfers; - The disbursing bank must keep on file a certified copy of the delegation of authority; - The person initiating the electronic transfer must be identified; - The person initiating the electronic transfer must document the request and obtain approval from the designated business administrator before initiating the transfer; - Written confirmation of the transaction must be made within one business day after the transaction; and - A list with all transactions made by electronic funds transfer must be submitted to the governing body at its next regular meeting. The City's financial policy and guidelines requires all of these processes and approvals as part of the City's accounts payable processing. However, the City Council needs to annually delegate a designated business administrator for electronic funds transfers. It is recommended that the Finance Director be delegated this role. With the City Council's approval, a copy of the attached resolution will be shared with the banks and brokers the City uses for electronic funds transfers. <u>Attachments:</u> 1. 2257res EFT_Designation.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. 2022-57**

**RESOLUTION APPROVING DESIGNATED BUSINESS ADMINISTRATOR FOR
ELECTRONIC FUNDS TRANSFERS**

WHEREAS, in accordance with Minnesota Statute 471.38, the City Council must annually delegate authority to the City's Finance Director to make electronic funds transfers (EFT); and

WHEREAS, the disbursing bank(s) will receive a copy of the annual delegation of authority; and

WHEREAS, the documentation of each EFT will include the identification of the initiator, evidence of approval by an authorized party, electronic or written confirmation of each transaction within one business day; and

WHEREAS, electronic disbursement payments shall be processed through the accounts payable procedures; and

WHEREAS, all electronic transfer transactions shall continue to be included on the expenditure list provided to the City Council.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby approves the City's Finance Director as the designated business administrator for electronic funds transfers.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Waterford 7th Addition Final Plat - JMH Land Development Company					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):		Waterford Additions Preliminary Plat Approval - April 19th, 2021					
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 2022-58 approving the Waterford 7th Addition Final Plat application submitted by JMH Land Development Company, which includes 63 single-family parcels and 34 townhome parcels.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
BACKGROUND/REQUEST							
Applicant: JMH Land Development Company, LLC							
Owner(s): JMH Land Development Company, LLC							
Property Address: 1001 Huntington Drive							
P.I.D. #: 755340960							
Zoning Districts: PUD, Planned Unit Development District							
Attached are the application materials pertaining to the Waterford 7th Addition Final Plat as proposed by JMH Land Development Company, LLC. The proposed final plat is generally consistent with the Waterford Additions Preliminary Plat which was approved by the City Council via Resolution No. 2021-112 on April 19th, 2021. The Waterford Additions Preliminary Plat included the development of a total of two hundred and twelve (12) single-family parcels and one hundred and forty-four (144) townhome units. The Waterford 7th Addition Final Plat, which is the second phase of the project, is requesting approval to final plat sixty-three (63) single-family residential parcels and thirty-four (34) townhome parcels consistent with the preliminary plat approval. The Waterford 7th Addition Final Plat consists of the following: 1. Sixty-three (63) single-family home lots and thirty-four (34) townhome parcels. 2. The proposed street and lot configuration are generally consistent with the approved Waterford Additions Preliminary Plat considered by the City Council on April 19th, 2021. 3. The preliminary plat approval allowed for 65-foot-wide single-family home parcels, 75-foot-wide single-family home parcels and townhome 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 Waterford 7th Addition Final Plat subject to the findings and conditions stated in the attached resolution.							
Attachments:							
1. 2258res_- Waterford 7th Addition.doc 2. Location Map - Waterford 7th Addition.pdf 3. Waterford Additions Preliminary Plat.pdf 4. Waterford 7th Addition Final Plat.pdf							

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

**CITY OF WACONIA
RESOLUTION NO. 2022-58**

**RESOLUTION APPROVING WATERFORD 7TH ADDITION FINAL PLAT
BY JMH LAND DEVELOPMENT COMPANY**

WHEREAS, JMH Land Development Company (the “Applicant”), has submitted a final plat application for the second phase of the Waterford Additions residential planned unit development titled Waterford 7th Addition, which consists of sixty-three (63), single-family home parcels and thirty-four (34) townhome parcels pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

WHEREAS, the subject property is located at 1001 Huntington Drive and identified as PID# 755340960; and

WHEREAS, the Waterford 7th Addition Final Plat is consistent with the Waterford Additions Preliminary Plat approved by the City Council on April 19th, 2021, per Resolution No. 2021-112; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the second phase of the Waterford Additions residential development consisting of sixty-three (63) single-family parcels and thirty-four (34) townhome 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 Waterford Additions Preliminary Plat as stated in Resolution No. 2021-112.
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 Waterford 7th Addition Final Plat for the second phase of the Waterford Additions residential planned unit development subject to the conditions noted above.

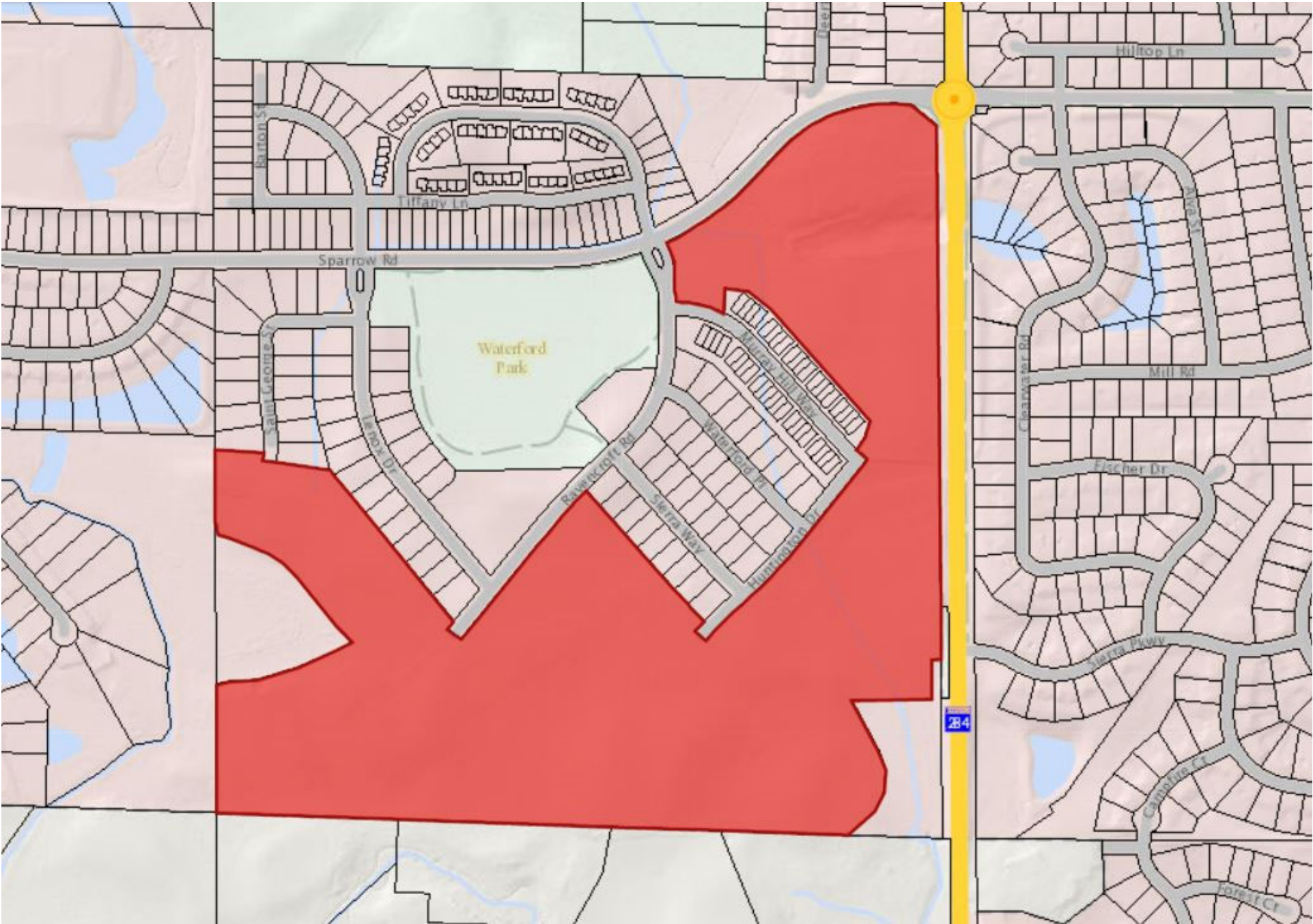
Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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

LOCATION MAP—WATERFORD 7TH ADDITION



Please see existing conditions sheet for property description.

SITE LEGEND

EXISTING	PROPOSED	
————	———	PROPERTY LINE
———	———	LOT LINE
———	———	SETBACK LINE
———	———	EASEMENT LINE
————	————	CURB AND GUTTER
————	————	TIP-OUT CURB AND GUTTER
————	————	POND NORMAL WATER LEVEL
————	————	RETAINING WALL

DEVELOPMENT NOTES:

- 1) ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- 2) ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- 3) STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- 4) DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED OVER ALL PUBLIC UTILITIES.
- 5) STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.



DEVELOPMENT DATA

CURRENT LAND USE GUIDANCE	PUD
PROPOSED ZONING:	
CITY OF WACONIA PARCEL AREA:	1.08 AC
WATERFORD HOLDINGS, LLC AREA:	0.02 AC
SINGLE PROPERTY AREA:	194.1 AC
GROSS SITE AREA:	99.57 AC
WATERWAY FLOODPLAIN:	3.19 AC
WATERWAY FLOODPLAIN (OUTLET A):	1.71 AC
HIGHWAY 384:	1.71 AC
NET DEVELOPABLE AREA:	93.23 AC
DEVELOPMENT SUMMARY:	
65 SINGLE FAMILY HOMES	171 LOTS
75 SINGLE FAMILY HOMES	411 LOTS
ROW/TOWNHOMES	144 UNITS
TOTAL HOMES	356 HOMES
PROJECT OVERLY SPACE:	
0.3181 / 1.0882 / 2.57913 AC	18.15 AC (19.5% OF NET DEVELOPABLE)
0.3181 AC @ 1.0882 AC (26.5% OF NET DEVELOPABLE)	
PROJECT DENSITY:	
GROSS DENSITY:	3.54 UNIVAC
(356 UNITS/100.57 AC GROSS SITE AREA)	
NET DENSITY:	3.82 UNIVAC
(356 UNITS/93.23 AC NET DEVELOPABLE)	

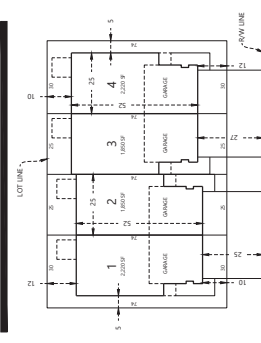
PUD LOT STANDARDS

STANDARD	65 SINGLE FAMILY (R-1 DISTRICT)	75 SINGLE FAMILY (R-1 DISTRICT)	MULTI-FAMILY TOWNHOMES (R-3 DISTRICT)
MINIMUM LOT AREA	10,000 SF	10,000 SF	N/A
MINIMUM LOT WIDTH	100.00 FT	120.00 FT	N/A
MINIMUM LOT DEPTH	125	140	N/A
MINIMUM COVERAGE	90% MAX	50% MAX	50% MAX
MINIMUM HEIGHT	8	8	40
STREETS	25	25	25
PROFIT			
SUBTOTAL LOT	72,775.13 TOTAL	107,050.00 TOTAL	25,890.0000
MINIMUM LOT	10,000.00	10,000.00	25,890.0000
REAR	37	37	37

OUTLOT TABLE

ROUTID	USE	OWNERSHIP	GROSS AREA	WETLAND AREA	POND (NWU) AREA	NET AREA
A	PARK	QTY	2,60 AC	N/A	2,60 AC	0.0 AC
B	DUSTING WETLAND	QTY	1,68 AC	283 AC	N/A	083 AC
C	STORMWATER POND / EXISTING WETLAND	QTY	2,69 AC	0.0 AC	1.1 AC	133 AC
D	STORMWATER POND	QTY	281 AC	N/A	1.2 AC	111 AC

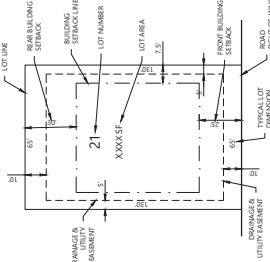
TYPICAL TOWNHOME DETAIL



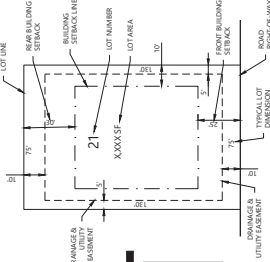
NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

**TYPICAL 65' SINGLE FAMILY
LOT DETAIL**



**TYPICAL 75' SINGLE FAMILY
LOT DETAIL**



INITIAL ISSUE 03/04/21

PREPARED FOR:

JMH LAND DEVELOPMENT

650 QUAKER AVENUE
WACONIA, MN 55352

WATERFORD ADDITIONS

WACONIA, MN

Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
www.woodco.com

PRELIMINARY PLAT

PROJECT NUMBER: 0030620 00
DATE: 03/04/21

3

20

DATE: 03/04/21

WATERFORD 7TH ADDITION

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

KNOW ALL PERSONS BY THESE PRESENTS: That JMI Land Development Company, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Carver, State of Minnesota, to wit:

Outlot B and Outlot D, WATERFORD 7TH ADDITION, according to the recorded plat thereof, Carver County, Minnesota

Has caused this same to be surveyed and plotted as **WATERFORD 7TH ADDITION** and does hereby donate and dedicate to the public for public use forever the public ways and also dedicates the easement as shown on this plat for drainage and utility purposes only.

In witness whereof said JMI Land Development Company, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer on this _____ day of _____, 20____

JMI LAND DEVELOPMENT COMPANY, LLC

By _____
Its _____

STATE OF MINNESOTA
The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota
My Commission Expires _____

(Notary Seal)

I, Matthew J. Wellnski, do hereby certify that this plat was prepared by me or under my direct supervision that I am a duly Licensed Land 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 on 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 56C.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____

Matthew J. Wellnski, Licensed Land Surveyor
Minnesota License No. 151576

STATE OF MINNESOTA
This instrument was acknowledged before me on _____ by Matthew J. Wellnski.

Notary Public, _____ County, Minnesota
My Commission Expires _____

(Notary Seal)

CITY COUNCIL CITY OF WACONIA, MINNESOTA
This plat is **WATERFORD 7TH 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 355.03, Subd. 2, City Council, City of Waconia, Minnesota

By _____

COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 355, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____

Brian Probst, County Surveyor

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

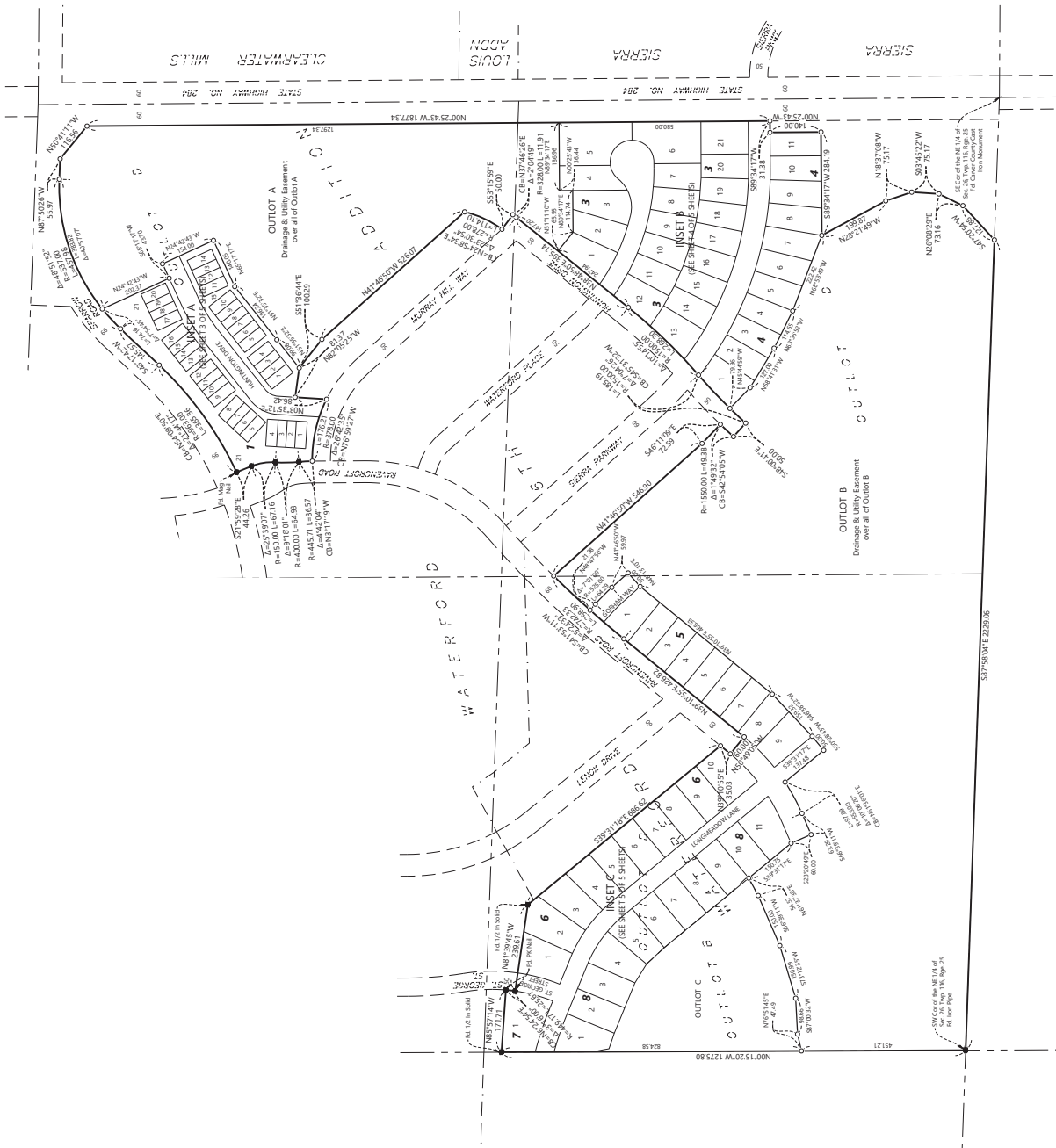
By _____
Crystal Campos, County Auditor

COUNTY RECORDER, Carver County, Minnesota
This instrument was filed this _____ day of _____, 20____ at _____ o'clock _____ M., at Document No. _____

Karen Lewis, County Recorder

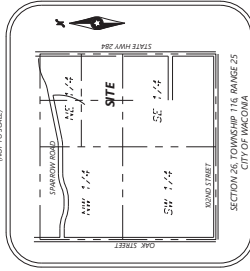
PLAT FILE NO.
C.R. DOC. NO.

WATERFORD 7TH ADDITION

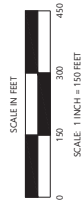


VICINITY MAP

(NOT TO SCALE)



- SET 1/2" BY 1/4" IRON PIPE WITH CAP #5506
 - FOUND MONUMENT AS NOTED ON SURVEY
- THE SOUTHLINE OF OUTLOT D, WATERFORD 6TH ADDITION, HAS A BEARING OF S87°50'14" E (CARRIER COUNTY, MADDET 1984ADJ)



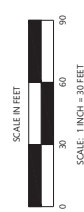
PLAT FILE NO.
C.R. DOC. NO.

WATERFORD 7TH ADDITION

INSET A
(FROM SHEET 2 OF 4 SHEETS)



- SET 1/2" BY 1/4" IRON PIPE WITH CAP #3396
 - FOUND MONUMENT AS NOTED ON SURVEY
- THE SOUTHERN LINE OF OUTLOT D, WATERFORD 6TH ADDITION, HAS A BEARING OF S 87°30'04" E (CARTER COUNTY RECORD 188400)



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

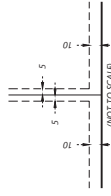
WATERFORD 7TH ADDITION

INSET B
(FROM SHEET 2 OF 4 SHEETS)

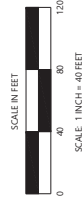


- SET 1/2 BY 1/4" MON PIPE WITH CAP #5396
 - FOUND MONUMENT AS NOTED ON SURVEY
- THIS SURVEY LINE IS OUT OF A WATERFORD 7TH ADDITION, HAS A BEARING OF S 87° 58' 04" E, AND A DISTANCE OF 186.64' (CARTER COUNTY, MADRI 1964ADJ)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEARS 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED. THIS SURVEY LINE IS OUT OF A WATERFORD 7TH ADDITION, HAS A BEARING OF S 87° 58' 04" E, AND A DISTANCE OF 186.64' (CARTER COUNTY, MADRI 1964ADJ)



Westwood
Professional Services, Inc.

Sheet 4 of 5 Sheets



OUTLOT C
Drainage & Utility Easement
over all of Outlot C



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 22, 2022
Item Name:	Park Board Appointments
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 *(Include motion in proper format.)*

Adopt Resolution 2022-59, Appointing Park Board Alternate.

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

The Personnel Committee recently completed interviews for a Park Board Alternate position. Following the interviews, the following appointment is recommended for the City's Park Board

Name	Position	Term	Expires
Ben Strasheim	Alternate	2nd of three years	12/31/2023

With this appointment, there are no openings on any of the City boards or commissions.

Attachments:

1. [2259res 2022_Commission_Appointments_Res.docx](#)

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

**CITY OF WACONIA
RESOLUTION NO. 2022 - 59**

**RESOLUTION APPROVING
PLANNING COMMISSION APPOINTMENTS**

WHEREAS, the City has a Park Board Alternate vacancy; and

WHEREAS, following interviews, the Personnel Committee recommends the following appointment:

Park Board	Position	Term	Expires
Ben Strasheim	Alternate	2 nd of Three Years	December 31, 2023

NOW, THEREFORE, BE IT RESOLVED, that, the City Council of Waconia hereby approves the commission appointment above as recommended by the Personnel Committee.

Adopted by the City Council of the City of Waconia this 22nd day of February 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Unify IT Compliance and Vulnerability Tracking Software					
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>							
Adopt Resolution 2022-60, Approving Contract with Marco for Unify IT Tracking Software.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Since last summer's large Kasaya cyber attack, IT Technician Jody Lechner has been looking for additional ways to secure our servers and ensure we are less vulnerable to cyber attacks. We recently learned of a new vulnerability that has the potential to impact several of the City's computer programs. Since learning of this vulnerability, Jody has been working with our IT Vendor Marco to come up with potential solutions. The recommended first step is to determine what the City's vulnerabilities truly are, and that is through using Marco's IdentifyIT solution and purchasing their Compliance and Vulnerability modules. Through these modules, we will be able to train employees on cyber security, identify known vulnerabilities, track our vulnerabilities, and assess our risks. Through this, as we work on the IT budget for 2023, we will be able to better plan what, if any, additions we will need. While this is an unbudgeted expense for 2022, the City has some extra funds that were budgeted for the previously approved Firewall Conversation that we will be able to use for this expense.							
<u>Attachments:</u>							
1. 2260res Marco_Unify_IT_Resolution.docx 2. Marco Proposal.pdf							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2022 - 60**

**RESOLUTION APPROVING
CONTRACT WITH MARCO FOR UNIFY IT SOLUTIONS**

WHEREAS, in July of 2021 the City was hit with the Kasaya cyber security attack; and

WHEREAS, we have recently learned of new vulnerabilities; and

WHEREAS, staff have been working with Marco to determine how we can minimize the City's vulnerabilities when it comes to cyber security; and

WHEREAS, City staff recommend the approval of a contract with Marco for Unify IT Solutions which will help the City identify vulnerabilities and train staff on cyber security, hopefully reducing the potential for cyber-attacks in the future; and

WHEREAS, this will allow the City to more accurately budget for IT needs in 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia approves the contract with Marco for Unify IT Tracking Software.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

ATTEST: _____
Jackie Schulze, City Clerk

M/ _____

S/ _____

Bloudek	_____
Pierson	_____
Leo	_____
Sorensen	_____
Waldron	_____

February 2, 2022

PROPOSAL FOR
CITY OF WACONIA
JACKIE SCHULZE

Prepared By:

Curtis Thompson
Technology Advisor
651-288-6944
curt.thompson@marconet.com

Document Number: 123257

 **MANAGED SERVICES**

 **AUDIO VISUAL**

 **COPIERS & PRINTERS**

 **BUSINESS IT SERVICES**


taking technology further

800.847.3098 • MARCONET.COM

IT - UnifyIT -- CITY OF WACONIA



Prepared by:

Marco - Twin Cities

Curt Thompson

651-288-6944

curt.thompson@marconet.com

Prepared for:

CITY OF WACONIA

201 S VINE ST

WACONIA, MN 55387

Jackie Schulze

952-442-3103

jschulze@waconia.org

Ship To:

CITY OF WACONIA

201 S VINE ST

WACONIA, MN 55387-1337

Jackie Schulze

952-442-3103

jschulze@waconia.org

Quote Information:

Quote #: 123257

Version: 1

Date Issued: 02/02/2022

Expiration Date: 02/28/2022

UnifyIT

Description	Recurring	One-Time	Qty	Ext. Recurring	Ext. One-Time
Unify IT Product Agreement applies - www.marconet.com/legal					
Customer Locations			1		
Site: 201 South Vine Street Waconia Knowledge Workers: 33 Shared Workspace Users: 26 Email Only Users: 5 Devices: 75					
IdentifyIT: Compliance	\$519.98		1	\$519.98	
IdentifyIT - Compliance (NIST)					
IdentifyIT - Security Phishing and Awareness Training					
UnifyIT - IdentifyIT: Compliance					
IdentifyIT: Vulnerability	\$189.48		1	\$189.48	
IdentifyIT - Vulnerability Management					
UnifyIT - IdentifyIT: Vulnerability					
On Demand Services - Account Starter		\$1,914.00	1		\$1,914.00
On Demand Services - Monthly Allocation			1		

Recurring Subtotal:

\$709.46

Subtotal:

\$1,914.00



Quote Summary - One-Time Expenses

Description	Amount
UnifyIT	\$1,914.00
Total:	
	\$1,914.00

Quote Summary - Recurring Expenses

Description	Amount	
UnifyIT	\$709.46	
Recurring Total:		\$709.46

Payment Options

Description	Payments	Interval	Amount
Recurring Payments			
36 Months - Monthly Payments	36	Monthly	\$709.46
	1	One-Time	\$1,914.00

Summary of Selected Payment Options

Description	Amount
Recurring Payments: 36 Months - Monthly Payments	
Selected Recurring Payment	\$709.46

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products. If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment

Marco Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF WACONIA

Prepared for: Jackie Schulze _____

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

Your IT Staff

UnifyIT

Marco

A customizable business IT solution

Select the technology and security services
you need to augment your IT department



BENEFITS



Customizable
Bundle Options



Cybersecurity
Expertise



Strengthened
Security

Augment Your IT Team with UnifyIT

Marco's technology and cybersecurity professionals work with you and your team to ensure technology systems and procedures lead to outcomes in line with your organization's goals, while following a security strategy based on the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF).

With UnifyIT, you can gain tools and expertise to monitor your network, manage security and support users.

- **Tailor-fit a solution** with best-practice bundles of tools and services based on your IT needs
- **Leverage constant monitoring** and automation, so your IT team can focus on strategic tasks
- **Access Marco's Client Portal** with analytics and self-serve tools, including the ability to submit support tickets or change requests to the Marco team

Bundles Built for You

We developed each bundle based on what organizations need to effectively monitor and manage their IT and cybersecurity — including continually identifying vulnerabilities, taking remedial action and defending against an attack. This places the organization in a better position in the event of a security incident.

You also have access to Marco's technical team, who can provide on-demand support services and work with you in creating a more secure environment. So, you get a trusted partner to call on for remote or on-site support, when you need it.



Get Started

Step 1: Identify your IT gaps with this cybersecurity checklist

Step 2: Choose bundles based on those needs

Step 3: Work with Marco's project management team to get started

Want a partner to do it all? That's possible, too, through Marco's Managed IT.

Cybersecurity Checklist

Which of these security practices does your organization have in place?

Privacy Program

- | | | |
|--|--|---|
| ☐  Internal privacy policy | ☐  Train staff on privacy policies | ☐  Internal policy for data retention |
|--|--|---|

Security Program

- | | | | | |
|---|--|--|--|--|
| ☐  Compliance framework | ☐  Third-party audit | ☐  Security awareness training | ☐  Clean desk policy | ☐  Phishing awareness training |
| ☐  Visitor program | ☐  Identify digital assets | ☐  Multi-Factor Authentication (MFA) | | |

Tools

- | | | | | |
|---|---|--|--|--|
| ☐  Use secure networks | ☐  Secure Wi-Fi/wireless networking | ☐  Secure email gateway (SEG) | ☐  System auditing | ☐  Configure backup solution |
| ☐  Test backup solution | ☐  Domain name system (DNS) and content filtering | ☐  Endpoint detection/response (EDR) | ☐  Security incident/event management (SIEM) | |

System Hardening

- | | | | | |
|---|--|---|---|---|
| ☐  Clean up all unused programs | ☐  Use group policies and active directory | ☐  Secure endpoint configurations | ☐  Monitor and track behavior in cloud apps | ☐  Implement perimeter security |
| ☐  Patch management plan | | | | |

Vulnerability and Risk Management

- | | |
|--|---|
| ☐  Create a vulnerability analysis and resolution strategy | ☐  Vulnerability management program |
|--|---|

Response

- | | | | | |
|---|---|--|--|--|
| ☐  Incident response policy | ☐  Incident response procedures | ☐  Identify roles and responsibilities | ☐  Business continuity and disaster recovery | ☐  Incorporate lessons learned |
|---|---|--|--|--|



Security is a shared responsibility. As attacks have grown in number and sophistication, small businesses no longer have the resources to deal with security issues effectively. SMBs are turning to trusted partners to bring enterprise-level skill set and expertise to their organization. In a recent study, about 62% of SMBs believe their organization lacks the skill set to properly handle security incidents*. Partnering with Marco will allow you to address these critical issues.

*The State of SMB Cybersecurity in 2019, Continuum, 2019

UnifyIT | Pick Your IT Mix

Each shaded box below represents a pre-engineered bundle of software tools and services, designed for success around the NIST Cybersecurity Framework.

What's included in each bundle?

- **Industry-leading software tools** are installed, configured to best practices, maintained and monitored by the Marco team
- **Technical services** include scheduled recurring Business Reviews, planning and other services related to each bundle such as patching and on-demand reporting
- **Monitoring and maintenance** each step of the way as your partner

 Pick a bundle or any mix of bundled services within the four suites: **IdentifyIT**, **DefendIT**, **SecureIT** or **RestoreIT**. You also can add a shared ticketing platform to any of the services.

Even better, if you choose all the bundles within a suite, you will receive a discounted rate.

**IdentifyIT**

**Asset Management**

- Asset and network discovery, inventory and documentation
- Network performance monitoring and alerting
- Automated operating system patch management and third-party application patching
- Ability to automate script deployments to remediate critical vulnerabilities
- Proactive alerts and reports with ability to audit historical data with change management discovery
- Asset lifecycle planning services

**Compliance**

- Human interviews and an automated tool for data collection to determine compliance within the NIST Cybersecurity Framework
- Reporting and planning services to assist clients with NIST CSF compliance
- Security awareness training
- Simulated phishing platform to test employees with follow-up reinforcement training

**Vulnerability**

- Asset discovery and analysis to identify known vulnerabilities
- Identify and report on missing patches, updates, non-approved installs and other vulnerabilities
- Track vulnerability and assess risk with risk scores



DefendIT



Web & DNS Security

- Cloud-based malware prevention
- Flexible protection on and off the network for devices and users
- Web security with category content filtering
- Stop threats before users can access them with DNS Layer security

4



Email Security

- Advanced Threat Protection (ATP) with cloud-based email security to protect against spam and malware
- AI-based threat detection and anti-phishing protection to stop fraudulent emails from reaching users
- Email encryption portal to stop data leaks of sensitive data

Optional Add Ons:

- Cloud email archiving service
- Cloud to cloud backup for Microsoft 365 services

5



Multi-Factor Authentication

**Azure/Microsoft SSO integration, Azure AD Premium 1 required*

- Easy-to-use, secure mobile app to verify identity in seconds
- Deploy in any environment to protect any application on any device
- Streamlined login experience for easy use

6



SecureIT



EDR & SIEM

- Unified technologies to successfully stop breaches, including next-gen antivirus and anti-malware, Endpoint Detection and Response (EDR), threat hunting and threat intelligence automation
- Artificial Intelligence and human-based threat hunting to find and stop otherwise undetected threats
- Advanced persistent threat protection with Machine Learning, known Indicators of compromise and advanced analytics
- Security Operations Center (SOC) experts hunt threats using cloud-scale data, tools and timely threat intelligence
- Collect, store and analyze events and logs for indications of compromise and identify potential undetected issues

Optional Add Ons:

- Device control
- Windows firewall management

7



Threat Intelligence: Intrusion Detection System (IDS)

- Full threat visibility into every network packet with threat intel and alerts (IDS)
- Reduce noise and false positives with our SOC as first-tier triage before your team takes the reins; or rely on our certified, experienced, threat analysts with on-demand services

8



RestoreIT



Backup

**Custom sizing required*

- Hardware- and software-based backup for your critical information
- Off-site backup replication
- Reporting of backup status, health monitoring and storage

9



Disaster Recovery

**Custom sizing required*

- Near real-time system duplication to protect against an event (disaster, security, outage)
- Disaster recovery plan maintenance and testing

10



Ticketing Platform

Create a customized ticketing experience focused on better organization, service and escalation. Users access our Client Portal to create tickets that automatically route to your internal IT team. You can service internally or easily pass them on to Marco's Support Desk for on-demand services.

Responding Together | On-Demand Services

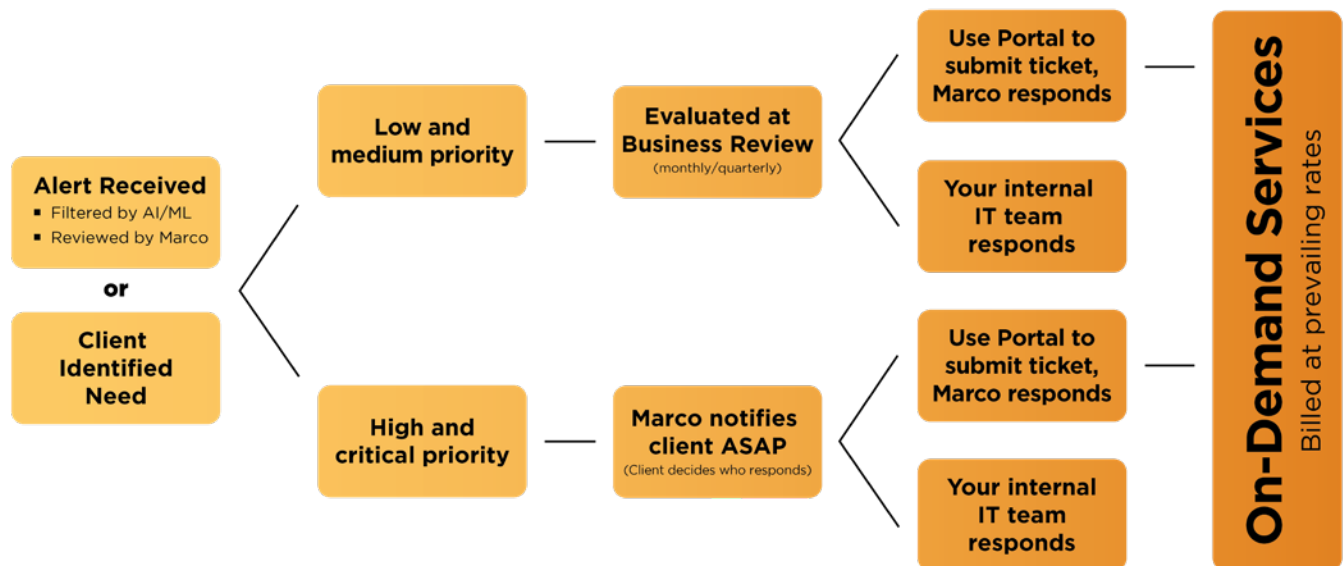
When we say partner, we mean it. Accessing bundles of software and services is just the beginning of UnifyIT. You also are able to augment your team by leveraging Marco's remote and on-site support, Security Operations Team and more.

Our Client Portal

Through UnifyIT, you gain access to Marco's Client Portal, where you can open, change and manage Support Desk tickets for the Marco team. In the case of any emergency, you also can call, email or use Marco's live chat.

How It Works

You name the needs, set the priorities and gain a partner to better position your organization.



Getting Started

Each Unify IT partnership begins with a one-time investment to fund initial implementation. Any leftover funds are then used for on-demand services. You can also decide to add an additional amount each month for on-demand services. When you use Marco's team for on-demand services, you will receive a consolidated invoice for services used each month, based on time and materials at prevailing rates.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Snow Removal Code Violation					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Consider Resolution 2022-62, Approving Code Violation Invoice Amount Reduction							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Municipal code section 320.06, subd. 1 & 4 declares that failure to remove snow and ice from public sidewalks adjacent to private property is the responsibility and duty of the property owner to remove within twelve hours of deposit. Failing to comply with this requirement is considered a public nuisance under the chapter. Failure to remove the snow and ice in the noted time, and requiring removal by the city is subject to incurring the actual cost incurred for remedying the public nuisance. Typically city staff are responding to citizen complaints about un-shoveled or impassable sidewalk segments. Staff will inspect the property, document, and send a letter asking for voluntary compliance with the ordinance or be subject to remedy and charges for the city doing so. So far this snow season the city has responded to approximately 30 complaints with 9 of those resulting in the city taking corrective action. One of the properties is located at 325 Main St E, owned by Marcella Reinke. Ms. Reinke was sent a letter noting the noncompliant conditions on January 21st and was given until January 27th to voluntarily correct the situation. Upon follow-up inspection by staff on January 27th it was noted that the conditions had not been remedied by the property owner and city staff were dispatched to clear the sidewalk. Consistent with municipal code section 320.06 and the adopted city fee schedule for staff time and equipment use to respond to this matter, Ms. Reinke was sent an invoice for \$403.00 for the following: Staff Time: 2.5hrs for \$133.00 Vehicle Time: 2.25hrs for \$150.00 Attachment Time: 1hr for \$100.00 Ms. Reinke has requested that the City Council consider a reduction in the full amount of the invoice and will be present at the meeting. Staff is also seeking discussion by the City Council as to the application of fees for this type of effort.							
Attachments:							
1. 2262res 2022_Snow_Ice_Violation_RES.docx 2. Violation Notice and Code Section 3. Snow Removal Invoice & Supporting Documents							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☐ Budgeted ☒ Non Budgeted				Parks and Recreation Board			
				Safari Island Advisory Board			

_____Amendment Required	Other
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**CITY OF WACONIA
RESOLUTION NO. 2022 - 62**

**RESOLUTION APPROVING
CODE VIOLATION INVOICED AMOUNT REDUCTION**

WHEREAS, the Waconia City Code Chapter 320.06 requires that snow and ice be removed from public sidewalks adjacent to private property by the property owner within 12 hours of deposit; and

WHEREAS, the Chapter 320.06 also provides that those in violation of the chapter are subject to assessment of all costs associated with the city taking steps to remedy the public nuisance; and

WHEREAS, the property located at 325 Main Street East was found in violation of this chapter and required city intervention to correct the public nuisance; and

WHEREAS, the property owner was billed and amount consistent with the adopted fee schedule of the City for \$403.00 for staff and equipment time; and

NOW, THEREFORE, BE IT RESOLVED, that, the City Council of Waconia hereby approves the reduction of \$____.____ of the invoiced amount and directs that a corrected invoice be sent to the property owner.

Adopted by the City Council of the City of Waconia this 22nd day of February 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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



WACONIA PUBLIC SERVICES

January 21, 2022

James Reinke
325 Main Street East
Waconia, MN 55387

RE: Sidewalk Snow Removal at: 325 Main Street East, Waconia, MN

Dear Property Owner:

The City has noted that the sidewalk outside your property has not been cleared of snow and/or ice and is thus creating a public nuisance. This is in violation of City Ordinance 320.06. A copy of the ordinance is located on the back of this letter for your reference.

Please provide for the clearing of your sidewalk within 24 hours after a snowfall. Failure to comply with this notice within 3 days, as well as any other violations will result in the City's Public Services Department correcting the problem and billing you for all expenses incurred. This is the only notification you will receive. Your immediate attention to this matter will be greatly appreciated. If you have cleared your sidewalk upon receipt of this letter, please disregard this notice.

If you have any questions on this, please do not hesitate to contact me at 952-856-7716.

Sincerely,

Deanna LaPlant

Deanna LaPlant
Public Services, Park Maintenance Supervisor
DP/ml

310 10th Street East, Waconia, Minnesota 55387
(952) 442-2615 (952) 442-4963, Fax

320.06 Removal of Ice, Snow, Dirt, and Rubbish from Public Sidewalks.

Subd. 1. Public Nuisance.

All snow, ice, dirt, or rubbish remaining upon all designated public sidewalks within the City of Waconia more than twelve hours after its deposit thereon is hereby declared to constitute a public nuisance and shall be removed by the owner or tenant of the abutting private property within twelve hours after such snow, ice, dirt, or rubbish has been deposited thereon.

Subd. 2. Designated Public Sidewalks.

All public sidewalks located within the B-2 General Business District, B-3 Central Business District and all residential sidewalks which have been identified as priority pedestrian routes in a report prepared by Wm. R. Engelhardt, Inc., amended February 17, 1998, shall be considered designated sidewalks for the purposes of this Chapter.

Subd. 3 Removal.

The City of Waconia, upon notice thereof, may cause to be removed from all designated public sidewalks, beginning 24 hours after snow, ice, dirt, or rubbish has been deposited thereon, all such matter which may be discovered thereon, and the Clerk shall keep a record of the cost of such removal and the private property adjacent to which such accumulations were found and removed and shall report same to the Council for action at a regular meeting.

Subd. 4. Assessment of Costs.

The City Clerk shall, upon direction from the City Council, and on receipt of the information provided for in the preceding Section, extend the cost of such removal of snow, ice, dirt or rubbish as a special assessment against the lots or parcels of property abutting on the sidewalks which were cleared pursuant to this Ordinance and pursuant to the provisions of Minnesota Statutes, Section 429.101. Such special assessment shall, at the time of certifying taxes to the County Auditor, be certified for collection as other special assessments are so certified and collected. Alternatively, the City Clerk shall, upon direction from the City Council, bring suit in a Court of competent jurisdiction to recover the cost of such clearing and the costs and disbursements of said suit.

Subd. 5. Snow.

It shall be unlawful for any person, not acting under specific direction from the City, to remove snow from private property or alleys and to place the same upon a public street or other public property in such quantity, or in such manner, as to cause a hazard to travel, without adequate arrangement for the immediate removal thereof. Any person violating this Subdivision shall be subject to an assessment equal to actual costs incurred for snow removal in order to reimburse the City for the cost of removing such snow from the public street or other public property. Such assessment shall be payable within 30 days of the date of billing by the City and, in default of payment, shall be extended as a special assessment against the property from which such snow was removed. Such special assessment shall, at the time of certifying taxes to the County Auditor, be certified for collection as other special assessments are so certified and collected. Alternatively, the City Clerk shall, upon direction from the City Council, bring suit in a Court of competent jurisdiction to recover such assessment and the costs and disbursements of said suit.

Remit To:
CITY OF WACONIA
201 SOUTH VINE STREET
WACONIA MN 55387

Billing Address: 2322
JAMES REINKE
325 MAIN STREET EAST
WACONIA MN 55387

INVOICE

256

Invoice Date 2/2/2022

Due Date 2/2/2022

Page: 1

Item	Remark	Amount
001	Snow Removal	403.00
	325 Main Street East	
	1/21/22- letter sent for sidewalk snow removal violation	
	1/27/22- verified non compliance	
	1/27/22- non compliance, staff cleared	
	Total Amount Invoiced	403.00
	Tax Amount	
	Balance Due	403.00

Invoice Request

Print Form



Request Date: 1/27/22
Requested By: Deanna LaPlant

Bill To:

Company: James Reinke
Address: 325 Main Street East
City/State: Waconia, MN
Zip/Postal Code: 55387
Phone: 952-442-2807
E-mail:
Contact Name: Jame Reinke

Business Development & Finance Department
201 Vine Street South
Waconia, MN 55387
Phone: 952-442-3812
Fax: 952-442-2135
www.waconia.org

Description	Type	Quantity Type	Quantity	Unit Price	Total Price
1030 & 1040	Staff Time	☐ Each ☒ Hours	0.50	78.00	\$ 39.00
1047 & 1053	Staff Time	☐ Each ☒ Hours	2.00	47.00	\$ 94.00
2034	Equipment Used	☐ Each ☒ Hours	1.00	100.00	\$ 100.00
0057	Equipment Used	☐ Each ☒ Hours	0.25	80.00	\$ 20.00
0189 & 0181	Equipment Used	☐ Each ☒ Hours	2.00	75.00	\$ 150.00
Additional Comments for Invoice: 1/21/22- letter sent for sidewalk snow removal violation 1/27/22- verified non compliance 1/27/22- non compliance, staff cleared				Sub-total	\$ 403.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
				Total	\$ 403.00

Submitted By: Deanna LaPlant Digitally signed by Deanna LaPlant
Date: 2022.01.28 12:09:41 -06'00'

Date:

Completed By: Lacey Shaw Digitally signed by Lacey Shaw
Date: 2022.02.02 10:42:23 -06'00'

Date: 2/2/22

Task Detail

Task ID		Activity	Asset	
34759		Send Letter	Non-Asset	
Basic Information			Costs	
Department	Parks		Labor	\$19.50
Start Date	1/21/2022		Equipment	\$0.00
Stop Date	1/21/2022		Material	\$0.00
			Other	\$0.00
			Total	\$19.50
Labor				
ID	Full Name		Hours	Cost
LEH3351	Marnie Lucas		0.25	\$19.50

Task Detail

Task ID		Activity		Asset	
34795		Maintenance		Non-Asset	
Basic Information				Costs	
Department	Parks		Labor	\$94.00	
Start Date	1/27/2022		Equipment	\$250.00	
Stop Date	1/27/2022		Material	\$0.00	
			Other	\$0.00	
			Total	\$344.00	
Labor					
ID	Full Name		Hours	Cost	
JAC3651	Ryan Jacobs		1.00	\$47.00	
ZUM	Nick Zumbusch		1.00	\$47.00	
Equipment					
ID	Description		Usage	Cost	
0181	Lawn Mower		1.00 hr	\$75.00	
2034	50" V Plow		1.00 hr	\$100.00	
0189	Mower		1.00 hr	\$75.00	

Task Detail

Task ID	Activity	Asset
34758	Verify/Confirm	Non-Asset

Basic Information

Department	Parks
Start Date	1/27/2022
Stop Date	1/27/2022

Costs

Labor	\$19.50
Equipment	\$20.00
Material	\$0.00
Other	\$0.00
Total	\$39.50

Labor

ID	Full Name	Hours	Cost
LAP2339	Deanna LaPlant	0.25	\$19.50

Equipment

ID	Description	Usage	Cost
0057	Half Ton Pick-up	0.25 hr	\$20.00



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 22, 2022

Item Name: Site Plan, Design Review and Variance Applications submitted by Kaeding Architecture for the property located at 711 Pine Street South

Originating Department: Community Development

Presented by: Ethan Nelson

Previous Council Action (if any):

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

Adopt Resolution No. 2022-63 approving the Site Plan, Design Review and Variance requests to allow the construction of a 2,239 sq. ft. warehouse addition at a 6.38 ft. side yard setback and 14.7 ft. the rear yard setback versus the minimum 10 ft. side yard setback and 30 ft. rear yard setback, a variance from Section 900.09G Parking Requirements, requesting off-street parking spaces that are less than the minimum standards required and variances to expand the use of metal panels and use of wood frame building construction, which are not permitted materials in the Industrial District Design Standards.

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

-

BACKGROUND

Applicant: Jennifer Kaeding, Kaeding Architecture

Owner: Grade A Properties, LLC

Address: 711 Pine Street South

PID# 754020030

Zoning: I-2, General Industrial District

Design District: Industrial District

REQUEST

The applicant, Jennifer Kaeding of Kaeding Architecture, has submitted applications for Site Plan and Design Review and multiple Variances for the property located at 711 Pine Street South. The applicant is proposing to expand an existing freestanding 4,966 sq. ft. industrial warehouse. The applicant is requesting approval of multiple variances to allow the expansion of the industrial warehouse on the subject parcel. The applicant is proposing a 2,239 sq. ft. expansion to the principal structure at a 6.38 ft. side yard setback and 14.7 ft. the rear yard setback versus the minimum 10 ft. side yard setback and 30 ft. rear yard setback. The applicant is also proposing a variance from Section 900.09G Parking Requirements, requesting off-street parking spaces that are less than the minimum standards required. Additionally, the applicant is also requesting variances to expand the use of exterior metal panels and use of wood frame construction, which are not permitted materials in the Industrial District Design Standards.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05 – District Regulations, Subd. 2.K – I-2, General Industrial District
2. Section 900.06 – Supplementary Regulations, Subd. 9 – Architectural Design Standards
3. Section 900.07 – Landscaping and Fencing
4. Section 900.08 – Performance Standards
5. Section 900.09 – Off-Street Parking, Loading, and Access Regulations
6. Section 900.10 – Sign Regulations
7. Section 900.12 – Administration, Enforcement and Procedures, Subd. 4 – Variances & Subd. 10 - Site Plan Review

SITE PLAN REVIEW

City Ordinance requires Site Plan Review *“in order to further promote the safe and efficient use of land and to further enhance the value of property in the City.”* City Ordinance requires Site Plan Review for any construction for which a building permit is required, except for construction of detached, single-family residential structures or structures accessory thereto.

ZONING

The subject parcel is zoned I-2, General Industrial District. The proposed warehouse addition is a permitted use in the I-2 district.

LOT REQUIREMENTS

The subject property is located in the I-2, General Industrial District. Section 900.05, Subd. 2.K of the City Ordinance states *“The intent of this district is to primarily fill or redevelop sites that exist in the City's first industrial park and Sudheimer's Industrial Park.”* The Lot Requirements for the General Business District are indicated in Table 1-1 below.

Table 1-1.

	I-2 – Lot Requirements	Existing	Proposed
Lot Area	43,560 sq. ft. min.	19,201.92 sq. ft.	19,201.92 sq. ft.
Lot Width	200 ft. min.	128.01 ft.	128.01 ft.
Maximum Hardcover Surface	85% max.	65.9%	67.2%
Maximum Principal Structure Height	50 ft. max.	Conforming	24.125 ft.
Front Yard Setback	30 ft. min.	28.1 ft	28.1 ft.
Side Street Setback – West	30 ft. min.	21.4 ft.	21.4 ft.
Side Yard Setback – East	10 ft. min.	7.3 ft.	6.38 ft*
Rear Yard Setback	30 ft. min.	71.53 ft	14.7 ft*

*Figures bolded in red indicate proposed variances.

The building height and hardcover surface requirements stated above have been satisfied based on a review of the Site Plan and elevations dated December 10th, 2021.

SCREENING OF EQUIPMENT

No exterior mechanical equipment is proposed as part of the warehouse addition. All proposed and future outdoor and/or rooftop mechanical equipment shall be screened from neighboring properties in compliance with the City Code.

OFF-STREET PARKING

City Ordinance requires the following parking requirements for industrial warehousing:

Warehousing, storage or handling of bulk goods: That space which is solely used as office shall comply with the office use requirements and one (1) space for each 1,000 square feet of floor area, plus one (1) space for each employee on maximum shift.

The total gross floor area of the proposed principal structure is 7,183 sq. ft. and the applicant indicates the maximum number of employees on a shift is 4. Based on the parking calculation above, the total number of parking spaces required per City Code is 12. The applicant has proposed a total of 5 parking spaces, plus 6 additional proof of parking spaces. The proposed head-in Proof of Parking location proposed off 8th Street East has been reviewed by staff and is not recommended due to traffic safety concerns. The Planning Commission reviewed the proposed Proof of Parking area during their regular session on February 3rd, 2022 and recommended adding Condition #9, requiring a Conditional Use Permit be reviewed and approved for revised Proof of Parking in an approved location.

LANDSCAPING

Section 900.07, Subd. 2.A of the City Ordinance requires one (1) tree for every one thousand (1,000) square feet of total building floor area.

The gross building floor area of the proposed addition is 2,239 sq. ft. The plans submitted do not indicate any proposed plantings. Two (2) trees meeting the requirements of Section 900.07 shall be required as a condition of approval.

SIGNS

No signage has been proposed as part of this application. Any future signage proposed shall require a sign permit application review by staff.

LIGHTING

Section 900.08, Subd. 1.C provides standards for exterior lighting. The applicants have not submitted a lighting plan clarifying the overall lighting for the proposed addition. The elevation plans do not appear to contain any significant lighting as part of the proposed addition. The applicant shall submit a lighting plan or provide sufficient information showing they meet Section 900.08, Subd. 1.C.

VEHICULAR ACCESS

The subject property has access from 8th Street East to access a loading dock and an additional access from Pine Street South to the existing parking lot on the north side of the building. There are no modifications or additions proposed as part of the applicant's request.

PEDESTRIAN ACCESS

There are no additional sidewalk areas proposed as part of the warehouse addition. A concrete sidewalk currently exists on the south and west sides of the existing principal structure. The 2040 Future Sidewalks and Trails map indicates future sidewalk on the south side of 8th Street and the west side of Pine Street South, so no additional sidewalk improvements are required as part of this application.

TRASH

City Ordinance requires *“All trash and trash handling equipment to be stored within the principal structure, within an attached structure accessible from within the principal structure, or totally screened from eye-level view from public streets and adjacent residential properties. If accessory structures are proposed, they shall be constructed of the same building material as the principal structure.”*

The plans do not appear to indicate any exterior trash enclosures. The applicant is responsible for trash storage inside the principal structure and in the event any future exterior trash enclosures are proposed, it shall meet the City Ordinance requirements.

GRADING, DRAINAGE & UTILITIES

The City Engineer and Public Services Director have conducted an initial review of the grading, drainage and utilities based upon the Site Plan dated December 10, 2021. Staff will need to work with the property owner to improve the stormwater drainage issues on the north side of the property. If the City Council chooses to approve of the proposal, staff and the Planning Commission recommend requiring the applicant to resolve any outstanding drainage and utility needs to the satisfaction of the Public Services Director prior to work commencing on site.

DESIGN REVIEW – INDUSTRIAL PARK DISTRICT

City Ordinance requires Design Review with the understanding that *“the visual character and historic resources of the City are important attributes of its quality of life.”* City Ordinance requires Design Review to be conducted as

part of the Site Plan Review process.

Based on a review of the plan set provided by the applicant for the expansion of Laka Coolers, the Planning Commission and City staff find that the majority of the Industrial Design District standards have been met. Further, below you will find one section of the design review which requires consideration and/or further review by the City Council.

Permitted Materials

Structural systems of all buildings shall be as required by Uniform Building Code. All buildings shall be of masonry construction, an equivalent, or better. No building exterior shall be constructed of sheet aluminum, asbestos, iron, steel, or corrugated metal. No building shall be constructed with a wooden frame. Exterior building materials shall not be so at variance with the exterior materials of existing structures within the immediate area or the City as a whole as to adversely impact the property values in the affected area or the City as a whole, or adversely affect the public health, safety and general welfare.

Exterior wall surfaces of all buildings shall be faced with brick, natural stone, architectural concrete cast in place or precast concrete panels, glass curtain wall panels or an equivalent or better. Up to 15% of any wall surface may be wood or metal used as an architectural trim, as approved by the Planning Commission. The Planning Commission may also approve other materials that the Commission, in its discretion, determines are compatible with these materials if it finds that: 1) The quality and appearance of the proposed materials is consistent with the standard that has been set within the District; and 2) The use of these materials will not have a detrimental effect upon adjacent property values or property values within the City.

Design Response: The 2,239 sq. ft. addition is proposed to consist of ribbed metal panels intended to match the existing exterior of the building. Additionally, the frame of the expansion is proposed to be constructed with wood material. The applicant has indicated this is due to the material being readily available and the best option for the warehouse use. Staff notes that the code language added above indicates that wood frame structures are a prohibited frame material. The proposed ribbed metal panels are part of an expansion of an existing metal building that does not exceed 50% of the existing gross floor area of the warehouse. The Planning Commission reviewed, and recommended approval of, an ordinance amendment that would allow for the expansion of a non-conforming material as long as the expansion does not exceed 50% of the existing footprint of the building. Staff anticipates this proposed ordinance amendment will be in front of the City Council for review on March 7th, 2022.

VARIANCE REVIEW CRITERIA:

Waconia City Code Section 900.12, Subd. 4 and Minnesota State Statue 462.357, Subd. 6 establishes criteria to be considered when contemplating the issuance of a Variance in terms of “practical difficulty” as follows: “Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the terms of the Variance are consistent with the Comprehensive Plan.” So a City evaluating a Variance application should make findings as to:

1. Is the Variance in *harmony* with the purposes and intent of the ordinance?
2. Is the Variance *consistent* with the Comprehensive Plan?
3. Does the proposal put the property to use in a *reasonable* manner?
4. Are there *unique circumstances* to the property not created by the landowner?

5. Will the Variance, if granted, alter the *essential character* of the locality?

State Statute specifically notes that economic considerations alone cannot create a practical difficulty. Whereas, practical difficulties exist only when the three statutory factors are met (1. Reasonableness, 2. Uniqueness, and 3. Essential character).

VARIANCE ANALYSIS & PLANNING CONSIDERATIONS:

The applicant is proposing a new 43 ft. x 50 ft. warehouse addition located at 711 Pine Street South, consisting of ribbed metal panels that are consistent with the exterior materials of the existing structure. As previously stated in the Industrial Design District permitted material standards: *“All buildings shall be of masonry construction, an equivalent, or better. No building exterior shall be constructed of sheet aluminum, asbestos, iron, steel, or corrugated metal.”* Further, *“Exterior buildings materials shall not be so at variance with exterior materials of existing structures...”*

The analysis of this variance submittal is based on the existing and proposed building plans that were submitted. Staff notes that the existing building’s exterior currently contains metal panels and that the expansion of the building is less than 50% of the existing gross floor area. The applicant is also proposing a wooden frame, which is prohibited by the Industrial District design standards.

In addition to the aforementioned design standards variances, the applicant is also proposing structure setback variances as previously depicted in Table 1.1 and reiterated in Table 1.2, shown below.

Table 1-2.

	I-2 – Lot Requirements	Existing	Proposed
Side Yard Setback – East	10 ft. min.	7.3 ft.	6.38 ft*
Rear Yard Setback	30 ft. min.	71.53 ft	14.7 ft*

The table above notes proposed encroachments of 3.64 ft. into the interior side yard setback and a 15.3 ft. encroachment into the rear yard setback.

The applicants are also proposing a variance from the off-street parking requirements. The applicants are proposing the existing 5 parking spaces to remain, with a proposed 6 head-in spaces as a Proof of Parking agreement. As previously noted, City Code requires 12 parking spaces. Staff have reviewed the proposed location and do not recommend the plan as proposed as it is in a location that would constitute a traffic safety hazard. The Planning Commission considered the existing parking spaces and proposed Proof of Parking plan and recommended the Proof of Parking location be relocated and reviewed via a Conditional Use Permit application, as noted in Condition #9

The City Council should consider the applicant’s request and determine if the requested variances meet the

variance criteria as noted above.

CONCLUSION / RECOMMENDATION

The Planning Commission, at their regular meeting on February 3rd, 2022, held the required public hearing, reviewed the pertinent information and recommended approval of the proposed Rezoning application via a 5-0 vote with the addition of Condition #9.

If the City Council chooses to approve the afore-mentioned land use applications, the Planning Commission and staff would recommend the approvals with the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall work with the City Engineer and Public Services Director to revise the grading, storm water drainage, and utility information to the satisfaction of the City prior to any work commencing on site.
4. The applicant shall be required to submit a landscape plan detailing the planting of 2 trees meeting the requirements of Section 900.07 – Landscaping and Fencing
5. The applicant shall provide the City with an escrow or letter of credit to guarantee the proper installation and growth of the approved landscape plan. The escrow/letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The escrow/letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
6. City Public Services staff shall be notified upon landscape planting to note the quantity of plants, and initiation of the warranty period.
7. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
8. Submission of a lighting plan that conforms to Section 900.08, Subd. 1.C.
9. A Conditional Use Permit for proposed Proof of Parking shall be applied for and approved prior to Building Permit issuance.

Attachments:

1. [2263res_Site Plan 711 Pine Street South.docx](#)
2. [2. Location Map \(1 Page\).pdf](#)
3. [3. Public Hearing_Variance_Grade A Properties \(1 Page\).doc](#)
4. [4. Site Plan \(8 Pages\).pdf](#)
5. [5. Statement of Use \(1 Page\).pdf](#)
6. [6. Variance Statement \(1 Page\).pdf](#)
7. [7. Proposed Materials and Surrounding Properties \(2 Pages\).pdf](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted
_____ Non Budgeted
_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

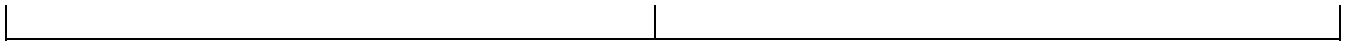
Planning Commission recommendation of approval via a 5-0 vote on February 3rd, 2022

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other



**CITY OF WACONIA
RESOLUTION 2022-63**

**A RESOLUTION APPROVING SITE PLAN AND VARIANCES
FOR THE PROPERTY LOCATED AT 711 PINE STREET SOUTH**

WHEREAS, Jennifer Kaeding, Kaeding Architecture on behalf of Grade A Properties, LLC (the “**Applicants**”) have submitted Site Plan, Design Review and Variance applications for the property located at 711 Pine Street South (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is identified as PID# 754020030; and

WHEREAS, the property is zoned I-2, General Industrial District, which allows warehousing as a permitted use; and

WHEREAS, the Applicant is proposing a 2,239 sq. ft. expansion to the principal structure at a 6.38 ft. side yard setback and 14.7 ft. the rear yard setback versus the minimum 10 ft. side yard setback and 30 ft. rear yard setback required in the I-2, General Industrial District; and

WHEREAS, the applicant is also proposing a variance from Section 900.09G Parking Requirements, requesting off-street parking spaces that are less than the minimum standards required; and

WHEREAS, the applicant is also requesting variances to expand the use of metal panels and use wood frame construction, which are not currently permitted in the Industrial Design Standards District; and

WHEREAS, the Planning Commission, at their regular meeting on February 3rd, 2022, held the required public hearing and voted 5-0 to recommend approval of the Site Plan, Design Review and Variance applications for the property located at 711 Pine Street South with the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall work with the City Engineer and Public Services Director to revise the grading, storm water drainage, and utility information to the satisfaction of the City prior to any work commencing on site.
4. The applicant shall be required to submit a landscape plan detailing the planting of 2 trees meeting the requirements of Section 900.07 – Landscaping and Fencing
5. The applicant shall provide the City with an escrow or letter of credit to guarantee the proper installation and growth of the approved landscape plan. The escrow/letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The escrow/letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said

landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.

6. City Public Services staff shall be notified upon landscape planting to note the quantity of plants, and initiation of the warranty period.
7. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
8. Submission of a lighting plan that conforms to Section 900.08, Subd. 1.C.
9. A Conditional Use Permit for proposed Proof of Parking shall be applied for and approved prior to Building Permit issuance.

WHEREAS, the City Council further finds and concludes:

- 1) The proposed warehouse use is consistent with the I-2, General Industrial District indicated in the City's Comprehensive Plan, which identifies warehousing as desired use.
- 2) The reduction in off-street parking variance is in harmony with the purposes and intent of the ordinance as the applicant has included Proof of Parking, as revised by Condition #9, which shall allow for more sufficient off-street parking as needed in the future.
- 3) The material variance request is reasonable as the existing warehouse contains the same metal exterior and is not proposed to significantly expand beyond 50% of the gross floor area of the existing warehouse.
- 4) The applicants have proposed reduced minimum side and rear yard setbacks due to the warehouse expansion on the northeast portion of the property. The request is reasonable as the applicant is placing the structure on top of an existing gravel surface and leaving enough room for stormwater improvements, which would improve the essential character of the locality.
- 5) The proposed warehouse use, which is a permitted use, will not alter the essential character of the locality as the surrounding area is also zoned as Industrial and contains multiple warehouse buildings in the area at similar structure setbacks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Site Plan, Design Review and Variance applications submitted by Jennifer Kaeding, Kaeding Architecture on behalf of Grade A Properties, LLC. for the property located at 711 Pine Street South subject to the conditions, findings and recommendations of the Waconia Planning Commission stated above.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

M/ _____

Bloudek _____

Leo _____

S/ _____

Pierson _____

Sorensen _____

Waldron _____



0 0.00228 0.0045 0.009 0.0135 0.018
mi

Coordinate System:
WGS 1984 Web Mercator Auxiliary Sphere




City of Waconia
201 Vine Street South, Waconia, MN 55387

Waconia GIS
Carver County GIS, City of Waconia

CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on February 3rd, 2022 at 6:30 p.m., at City Hall, 201 South Vine Street, Waconia, MN, to consider Variance requests for the property located at 711 Pine Street South (PID# 754020030), which is zoned I-2, General Industrial District.

The applicant, Jennifer Kaeding - Kaeding Architecture, on behalf of Grade A Properties, is requesting approval of multiple variances to allow the expansion of an industrial warehouse on the subject parcel. The applicant is proposing a 2,239 sq. ft. expansion to the principal structure at a 6.38 ft. side yard setback and 14.7 ft. the rear yard setback versus the minimum 10 ft. side yard setback and 30 ft. rear yard setback. The applicant is also proposing a variance from Section 900.09G Parking Requirements, requesting off-street parking spaces that are less than the minimum standards required. Additionally, the applicant is also requesting variances to expand the use of metal panels and use a wood frame, which are not permitted materials in the Architectural Materials Regulation.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on Thursday, February 3rd, 2022. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

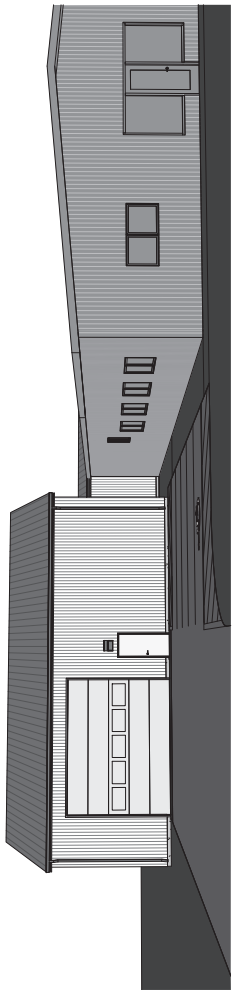
Mail/in person: Ethan Nelson, 201 South Vine Street, Waconia, MN 55387

Email: enelson@waconia.org

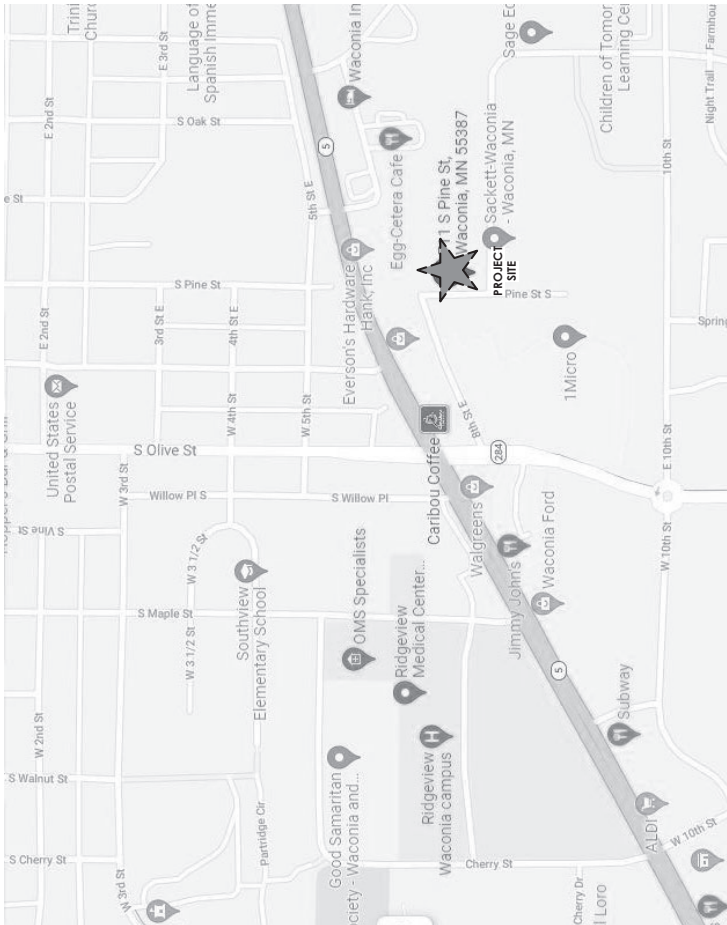
By: WACONIA PLANNING COMMISSION

ATTEST: Ethan Nelson, Assistant Planner

(Published in the January 20th, 2022 Waconia Patriot newspaper)



1 3D RENDERING



2 LOCATION MAP

ZONING REQUIREMENTS	
ZONING DISTRICT	I-2 GENERAL INDUSTRIAL DISTRICT
USE	WAREHOUSE
BUILDING SETBACKS	
FRONT (WEST)	30'
SIDE (STREET)	30'
REAR	30'
INTERIOR SIDE (NORTH / EAST)	
	10'

SITE INFORMATION	
SIZE	44 ACRES, 19' 202 SF
WATERSHED DISTRICT	MINNEHAHA CREEK
PARKING CALCULATIONS	
PARKING STALL REQUIREMENTS	
STALL SIZE: 9'-0" x 20'-0" BUMPER OVERHANG DECREASE	
PARKING REQUIREMENTS	
PARKING STALLS REQUIRED:	
WAREHOUSE: 1 PER 1,000 + 1 PER EMPLOYEE / SHIFT	4

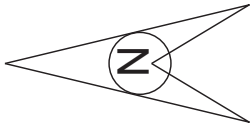
EXISTING:	5
PROOF OF PARKING:	6
TOTAL:	11
ADA STALLS REQUIRED:	1
ADA STALLS PROVIDED:	1

BUILDING REQUIREMENTS	
Building Info:	
BUILDING CLASSIFICATION:	NON-SEPARATED
BLDG CONSTRUCTION TYPE:	V
SPRINKLER SYSTEM:	NONE
OCCUPANCY TYPE:	S-1
ALLOWABLE BUILDING AREA (PER IBC TABLE 506.2)	9,000 S.F.
ACTUAL BUILDING AREA	
EXISTING:	7,192 S.F.
PROPOSED:	4,966 S.F.
	2,226 S.F.
ALLOWABLE BUILDING HEIGHT (PER IBC TABLE 504.3)	40'-0"
ACTUAL BUILDING HEIGHT	24'-1 1/2"

PROJECT CONTACT LIST	
CLIENT	
GRADE A PROPERTIES	
CONTACT:	SAM RUZA
ADDRESS:	711 SOUTH PINE, WACONIA, MN 55387
EMAIL:	SFRUZA@GMAIL.COM
PHONE:	(651)85-5964
GENERAL CONTRACTOR	
E & S HOME TRANSFORMERS	
CONTACT:	RYAN SNETTING
ADDRESS:	1148 ACORN WAY, WACONIA, MN 55387
EMAIL:	ESHOMETRANSFORMERS@GMAIL.COM
PHONE:	(612)381-2442
CIVIL ENGINEER	
OTTO ASSOCIATES	
CONTACT:	PAUL OTTO
ADDRESS:	9 WEST DIVISION ST, BUFFALO, MN 55313
EMAIL:	PAUL@OTTOASSOCIATES.COM
PHONE:	763-682-4727
ARCHITECT	
KÆDING ARCHITECTURE	
CONTACT:	JENNIFER KÆDING
ADDRESS:	235 WEST MAIN STREET, SUITE 201, WACONIA, MN 55387
EMAIL:	JKAEDING@KÆDINGARCH.COM
PHONE:	763-431-9763

SHEET INDEX	
CIVIL	0
	CERTIFICATE OF SURVEY
	1 OF 2 SITE PLAN
	2 OF 2 GRADING PLAN
	ARCHITECTURAL
	A000 LOCATION MAP, RENDERING, CODE REQUIREMENTS
	A001 ARCHITECTURAL SITE PLAN
	A200 FLOOR PLAN
	A201 ROOF PLAN
	A300 EXTERIOR ELEVATIONS

Certificate of Survey

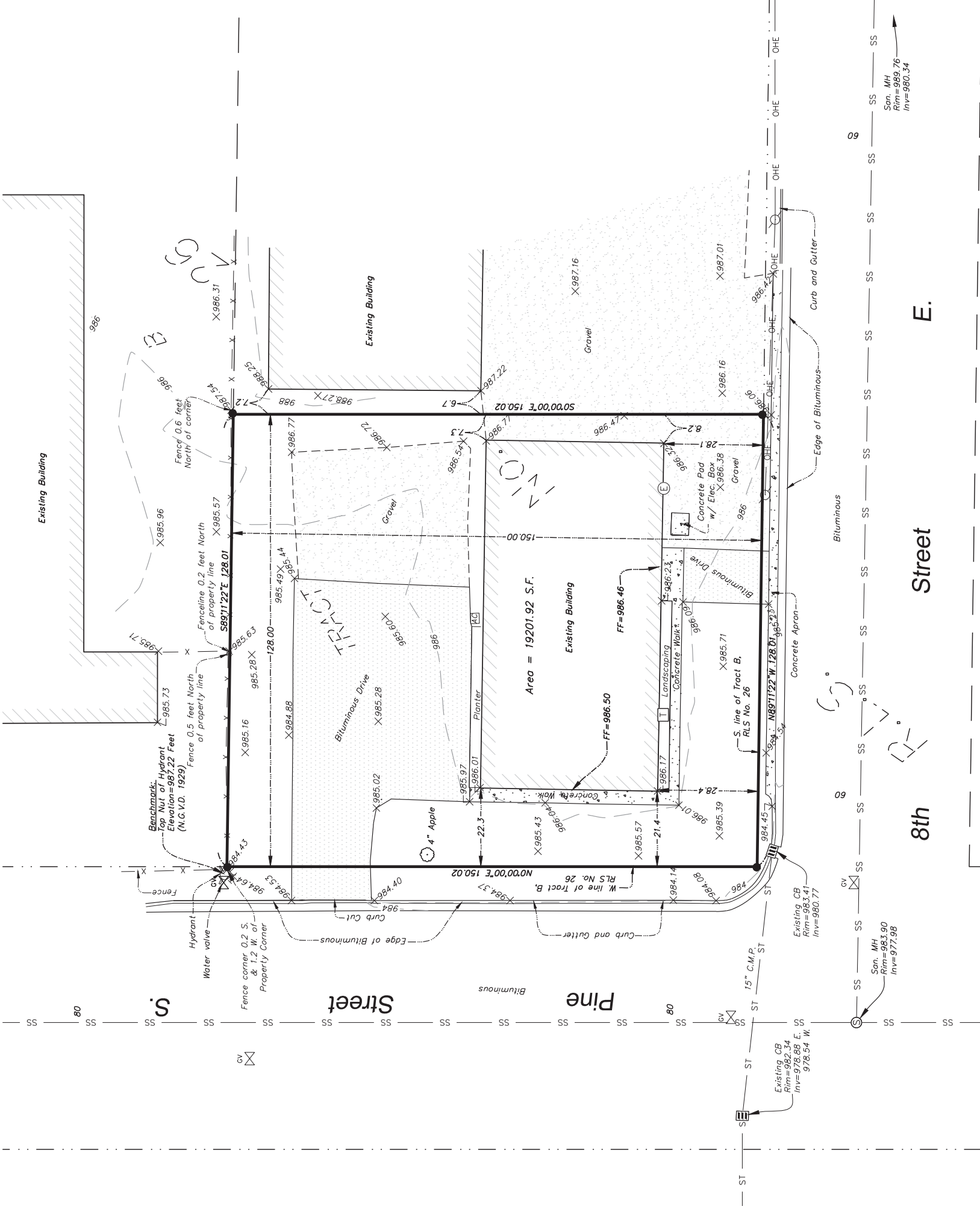


- LEGEND**
- 988 — Existing Contour
 - 988.00 X denotes Existing Spot Elevation
 - FF=989.36 denotes Finished Floor Elevation
 - ⓔ denotes Electrical Meter
 - ⓐⓐ denotes Air Conditioner Unit
 - ⓐⓐ denotes Telephone Pedestal
 - ⓐⓐ denotes Power Pole
 - ⓐⓐ denotes Water Valve
 - ⓐⓐ denotes Hydrant
 - ⓐⓐ denotes Sanitary Manhole
 - ⓐⓐ denotes Catch Basin
 - ⓐⓐ denotes Deciduous Tree
 - SS — denotes Sanitary Sewer Line
 - ST — denotes Storm Sewer Line
 - OHE — denotes Overhead Electric Line
 - X — denotes Fence Line

EXISTING HARDCOVER CALCULATIONS:			
Area of Lot 3 =	19,201.92	S.F.	
AREA			
Building	4,944	S.F.	
Concrete Walk	476	S.F.	
Concrete Pad	31	S.F.	
Bituminous Drives	3,851	S.F.	
Gravel	3,357	S.F.	
TOTAL	12,659	S.F.	
% HARDCOVER	65.9	%	

PROPERTY DESCRIPTION:

The West 128.00 feet of the South 150.00 feet of Tract B,
REGISTERED LAND SURVEY NO. 26, Carver County, Minnesota.



Certificate of Survey on part of Tract B,
REGISTERED LAND SURVEY NO. 26, Carver
County, Minnesota.

Revised:

Paul E. Otto
Paul E. Otto
License #40062 Date: 11/24/2021

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

Requested By:

Sam Puza

Date:
11-12-2021

Drawn By:
J.J.A.

Scale:
1"=20'

Checked By:
P.E.O.



www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

- denotes iron monument found
- denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062/53642

Project No. 21-0499

PROJECT INFORMATION:

GRADE A PROPERTIES
CITY SUBMITTAL

711 SOUTH PINE
WACONIA, MN 55387

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

JENNIFER KAEDING, AIA
51456

REGISTRATION #

ISSUE RECORD:

CITY SUBMITTAL

PROJECT: GRADE A PROPERTIES

DATE: 1/6/21

DRAWN BY: K.STREY / B.OSTROM

CHECKED BY: JKAEDING

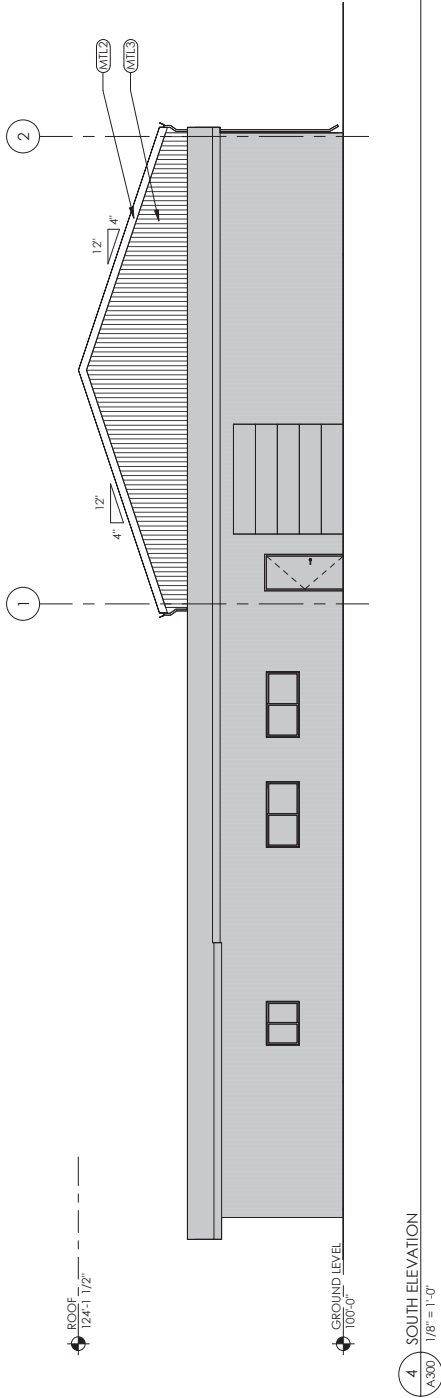
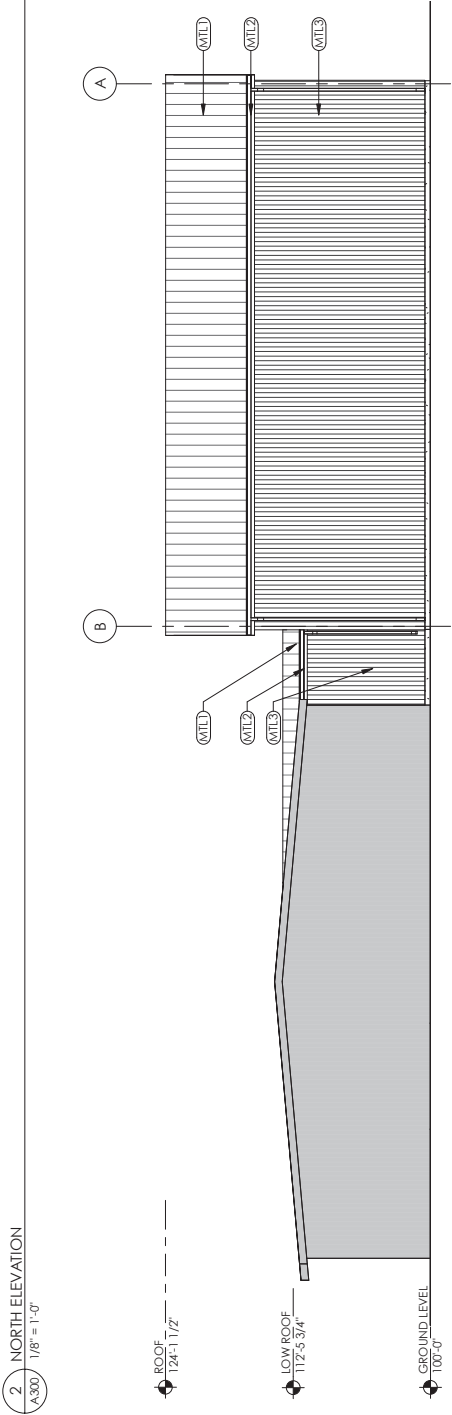
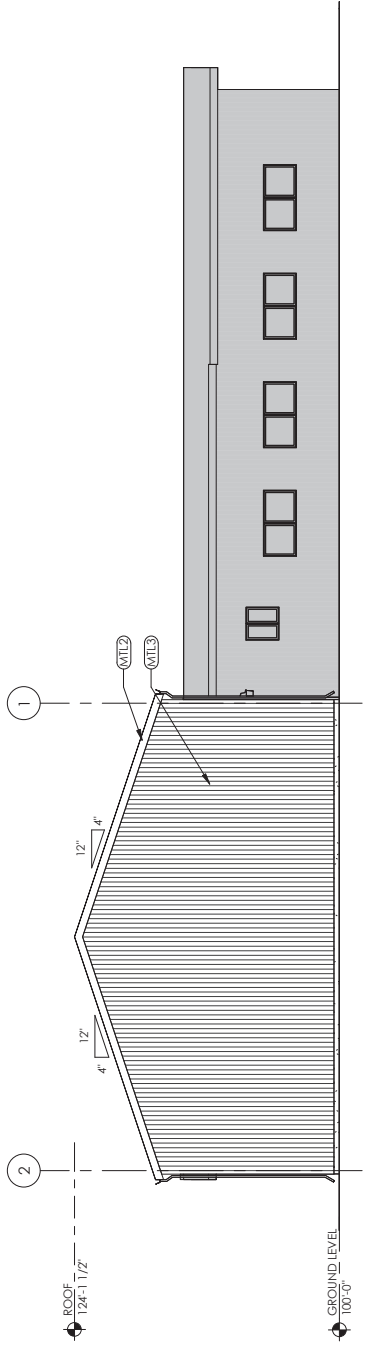
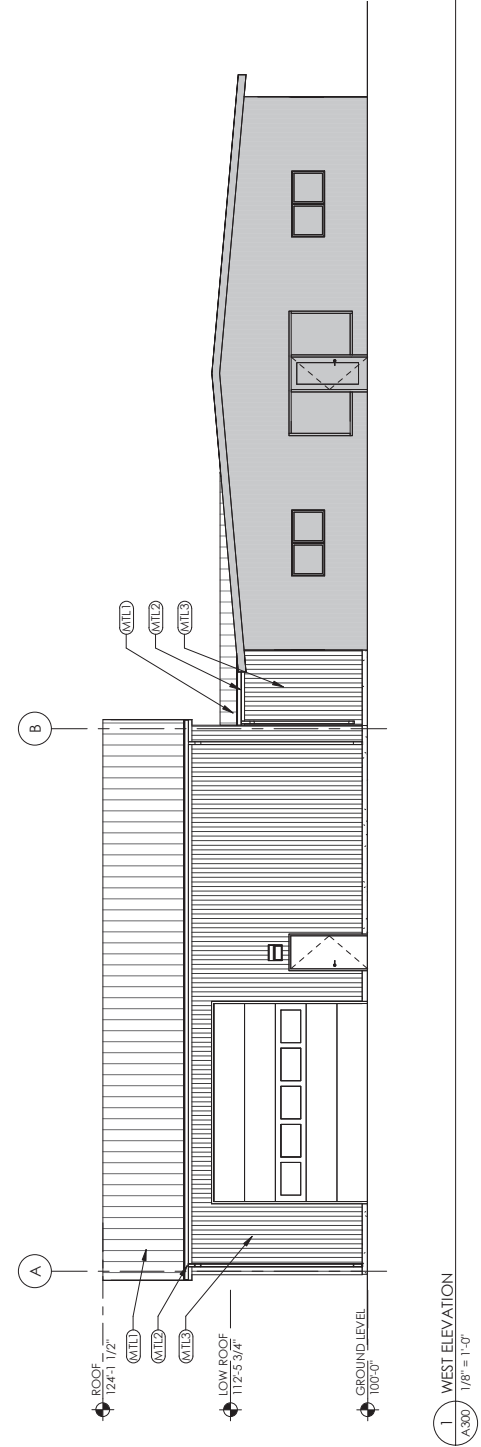
SHEET NAME:

ROOF PLAN

SHEET NUMBER:



A201



EXTERIOR MATERIAL SCHEDULE	
METAL	
MTL1	METAL ROOF - STANDING SEAM COLOR: WHITE, TO MATCH EXISTING
MTL2	METAL SHEET COPING COLOR: WHITE, TO MATCH EXISTING
MTL3	METAL SHEET SIDING COLOR: GRAY



235 W. MAIN STREET, SUITE 201
WACONIA, MN 55387
952.451.9763

PROJECT INFORMATION:

GRADE A PROPERTIES
CITY SUBMITTAL

711 SOUTH PINE
WACONIA, MN 55387

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.

JENNIFER KAEDING, AIA

51466

REGISTRATION #

DATE

ISSUE RECORD:

CITY SUBMITTAL

PROJECT: GRADE A PROPERTIES

DATE: 1/4/21

DRAWN BY: K. STREY / B. OSTROM

CHECKED BY: J. KAEDING

SHEET NAME:

EXTERIOR ELEVATIONS

SHEET NUMBER:

N



A300

STATEMENT OF USE

January 6, 2022

Project

Grade A Properties - Laka Coolers

Parcel ID 754020030

Waconia, MN 55387

Zoned: I-2 General Industrial District

The proposed project is for a 1 story, 2,200sf warehouse addition to the existing warehouse. The addition is to be slab on grade with wood construction and have sheet metal exterior siding to match existing.

STATEMENT OF USE

January 6, 2022

Project

Grade A Properties - Laka Coolers

Parcel ID 754020030

Waconia, MN 55387

Zoned: I-2 General Industrial District

The proposed project is for a 1 story, 2,200sf warehouse addition to the existing warehouse. The addition is to be slab on grade with wood construction and have sheet metal exterior siding to match existing.

VARIANCE REQUEST

January 6, 2022

Project

Grade A Properties - Laka Coolers

Parcel ID 754020030

Waconia, MN 55387

Zoned: I-2 General Industrial District

1. Setbacks

Purpose of this variance is to address the encroachment of the setback. We are proposing to align the new building addition with the existing building as it will be aesthetically pleasing and make sense for functionality.

2. Parking Requirement

Purpose of this variance is to request a reduced parking requirement. There will only be a maximum of 4 people ever working out of this location at a time. Additional parking spaces will not be used, and therefore will just create unusable impervious space which reduces greenspace.

3. Exterior Finish Material

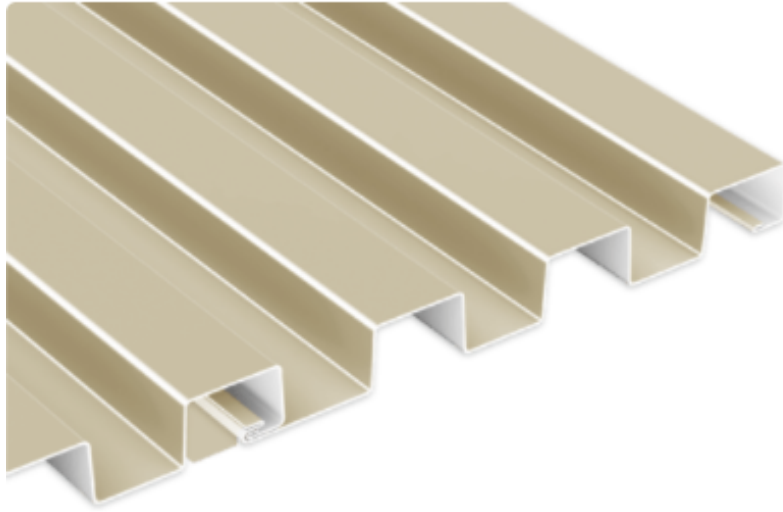
Purpose of this variance is to address the city's building standard for exterior finishes. The existing building exterior is a ribbed metal panel, which we are proposing to match. To update the look, we are planning on a new color and painting the existing to match.

4. Structural System

Purpose of this variance is to address the city's building standard for structural systems. We are proposing wood construction being it is the most readily available and best option for this type of warehouse. Since it will be used strictly for storage with pallet racking, this is the best option giving the most space.



EXTERIOR FINISH SELECTIONS



RIBBED METAL PANEL - STYLE, TO MATCH EXISTING



RIBBED METAL PANEL - COLOR, GRAY

Grade A Properties - Laka Coolers
Waconia, Minnesota

SURROUNDING BUILDINGS



WEST SIDE - PINE STREET



NORTH SIDE - PINE STREET



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 22, 2022					
Item Name:		Local Decision-Making Authority					
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 Resolution 2022-64 supporting housing and local decision-making authority.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Council has been made aware of a number of bills introduced in the 2021-2022 biennium which propose to restrict local decision-making related to housing. Based on previous conversations between staff, the City Council and Minnesota State Representative Jim Nash, the Council was clear that decision making policy should be left to local decision makers as they are in the best position to determine the challenges within their communities and to develop plans to address those challenges. CONCLUSION / RECOMMENDATION City Staff recommends approval of the attached draft resolution supporting local decision-making authority. If approved City staff will provide a copy to our legislators and the League of Minnesota Cities. <u>Attachments:</u> 1. 2264res_Local_Control.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. 2022-64**

**RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING
AUTHORITY**

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that the City Council of the City of Waconia supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

Adopted by the City Council of the City of Waconia this 22nd day of February, 2022.

Nicole Waldron, Acting Mayor

Attest: _____
Jackie Schulze, City Clerk

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