

WACONIA CITY COUNCIL MEETING AGENDA



Tuesday, February 20, 2024
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

MAYOR: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: STEVE YETZER
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS

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

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

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

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

- 1) [Approve February 5, 2024 City Council Minutes](#)
Motion to approve minutes from the February 5, 2024 City Council Meeting
- 2) [Approve February 20, 2024 Expenditures](#)
Approve Payment of February 20, 2024 Expenditures
- 3) [Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred January 2024](#)
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in January 2024
- 4) [Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred January 2024](#)

Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in January 2024

5) [Approve Kraus-Anderson Contractor Pay Request - New Fire Station](#)

Motion to Approve Contractor Payment Request for the New Fire Station Project

6) [Approve Kraus-Anderson Construction Pay Request #17 for the New Fire Station](#)

Motion to Approve Kraus-Anderson Construction Pay Request #17 for the New Fire Station Project

7) [Approve Contractor Pay Request #12-Final - Waconia Parkway South Improvements](#)

Motion to approve Pay Estimate No. 12-Final to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.

8) [City Homes on 10th LLC Storm Water Reuse Agreement](#)

Motion to Approve the Storm Water Drainage and Reuse Agreement with City Homes on 10th LLC

9) [Adopt Resolution No. 2024-051 Technology Services Department Structure and Recruitment](#)

Adopt Resolution No. 2024-051 Approving Technology Services Technician & Technology Services Manager position profiles, and authorize recruitment for Technology Services Technician

10) [Adopt Resolution No. 2024-052 Hiring of Probationary Firefighters](#)

Adopt Resolution No. 2024-052 authorizing hire of probationary firefighters.

11) [Adopt Resolution No. 2024-053 Approving a Special Event Permit - The Frunge](#)

Adopt Resolution No. 2024-053 Approving a Special Event Permit - The Frunge

6. COUNCIL BUSINESS

1) [New Officer Oath & Badge Pinning](#)

Public swearing in ceremony and badge pinning of the new Officers promoted on January 1, 2024.

2) [Adopt Resolution No. 2024-054 Approving a Variance - 32 Vine Street North - Andrew Vasek](#)

Adopt Resolution No. 2024-054 approving a variance to construct a porch addition which would encroach into the side yard setbacks 4.6 ft. on the north side and 4.4 ft. on the south side versus the 10 ft. minimum required in the R-4, Mixed Residential District.

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

1) Councilmember Sorensen

2) Councilmember Yetzer

3) Councilmember Gleason

4) Councilmember Grengs

5) Mayor Waldron

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Rink Management Contract Renewal Review
Regulation of Cats

UPCOMING CALENDAR OF EVENTS/MEETINGS:

City Council Meeting - March 4th at 6:00 p.m.

Planning Commission - March 7th at 6:30 p.m.

City Council Meeting - March 18 at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024			
Item Name:		Approve February 5, 2024 City Council Minutes			
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.)					
Motion to approve minutes from the February 5, 2024 City Council Meeting					
EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)					
Minutes from February 5, 2024 are included.					
Attachments:					
1. February 5, 2024 Council Minutes					
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
February 5, 2024

1) **CALL MEETING TO ORDER AND ROLL CALL**

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Waldron at 6:00 p.m. The following members were present: Nicole Waldron, Randy Sorensen, Steve Yetzer, Nick Gleason, and Jeff Grengs.

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

No changes to the agenda.

Motion by Sorensen second by Grengs to adopt the agenda as published.

MOTION CARRIED

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

Mayor Waldron called for a moment of silence to recognize the passing of Carl Pierson. Mr. Pierson was thanked for his time on the Park Board as well as the City Council.

Sgt. Tyler Stahn introduced the new Carver County Deputies:

- o Jordon Voigt has been with the department over 6 years and will be working the night shift.
- o Thomas Robel has been with the department two years.
- o Gerhardt Buckentin with the department two years and will work the day shift.
- o Matt Arnst with the department seven and a half years.
- o Garrett Corkins with the department one and a half years and is originally from Waconia.

The Mayor thanked all the Deputies for their time and service to the City.

Melanie Hagen, School Board Liaison updated the Council on current events. The Show Choir competed in Iowa and placed second in their division. The boys swimming and diving team earned their first Metro West Conference Title in the school's history. The boys' basketball team is having a great season as well as the girls' basketball team. The wrestling team is remaining in the top 10 in the state rankings. The High School Competitive Speech and Debate Team is competing for the first time this year. The Polar Plunge is scheduled for February 10, 2024, at Lola's Lakehouse. Elementary schools are celebrating Kindness Week the week of February 12th through February 16th. Lastly the teacher's negotiations are moving forward to a resolution.

5) [ADOPT CONSENT AGENDA](#)

5.1 [Approve December 4, 2023 and December 18, 2023 Council Minutes](#)

[Cover Page](#)

[December 4, 2023 Council Minutes](#)

[December 18, 2023 Council Minutes](#)

5.2 [Approve January 2, 2024 and January 16, 2024 Council Minutes](#)

[Cover Page](#)

[January 2, 2024 Council Minutes](#)

[January 16, 2024 Council Minutes](#)

5.3 [Approve February 5, 2024 Expenditures](#)

[Cover Page](#)

[Council List Expenditures 02-05-2024](#)

5.4 [Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred December 2023](#)

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[Waconia Ice Bills Applied Payments 12-23-2023](#)

5.5 [Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred December 2023](#)

[Cover Page](#)

[Safari Island - Bills Applied Payments 12-23-2023](#)

5.6 [Adopt Resolution No. 2024-036 Updating Designation of Official Depositories](#)

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[Resolution No. 2024-036 Updating Designation of Official Depositories](#)

5.7 [Adopt Resolution No. 2024-037 Approving Temporary On-Sale Liquor License for the Church of St Joseph](#)

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[Resolution No. 2024-037 Approving Temporary On-Sale Liquor License for the Church of St. Joseph](#)

- 5.8 Adopt Resolution No. 2024-038 Approving Application for Exempt Permit for Church of St. Joseph

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[Resolution No. 2024-038 Approving Application for Exempt Permit for Church of St. Joseph](#)

- 5.9 Adopt Resolution No. 2024-039 Approve Temporary On-Sale Liquor License for Waconia Lions Club

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[Resolution No. 2024-039 Approve Temporary On-Sale Liquor License for Waconia Lions Club](#)

- 5.10 Adopt Resolution No. 2024-040 Approving Special Event Permit for Tour de Tonka

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[Resolution No. 2024-040 Approving Special Event Permit for Tour de Tonka](#)

[2024 Special Event Permit Application](#)

- 5.11 Approve Kraus-Anderson Construction Pay Request #16 for the New Fire Station

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[Kraus-Anderson Construction Pay Request #16 Fire Station](#)

- 5.12 Adopt Resolution No. 2024-041 Authorize City Staff to Execute Purchase Agreement with Fury Ford Waconia and up fitting quotes for the 2024 Ford Explorer Command Vehicle replacement.

[Cover Page](#)

[Resolution No. 2024-041 Authorize City Staff to Execute Purchase Agreement with Fury Ford Waconia](#)

[Motorola Radio Equipment Quote](#)
[Emergency Automotive Technologies Quote](#)

5.13 Authorize Staff to Obtain Pricing for Fire Engine

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5.14 Approve First Amendment to the Baseball Park Use Agreement

[Cover Page](#)

[First Amendment to Baseball Park Use Agreement](#)

5.15 Adopt Resolution No. 2024-042 Extending Firefighter Leave of Absence

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[Resolution No. 2024-042 Extending Firefighter Leave of Absence](#)

5.16 Approve the Public Services Technician Job Description and Authorize Recruitment

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[Public Services Technician Job Description](#)

5.17 Adopt Resolution No. 2024-043 Accepting Legacy Heights Development Improvements

[Cover Page](#)

[Resolution No. 2024-043 Accepting Legacy Heights Development Improvements](#)

5.18 Adopt Resolution No. 2024-044 Accepting Grant Proceeds for Waterford Inclusive Playground Project - MN DNR

[Cover Page](#)

[Resolution No. 2024-044 Accepting Grant Proceeds for Waterford Inclusive Playground Project](#)

5.19 Adopt Resolution No. 2024-045 Approving Document Destruction Contract with Marco

[Cover Page](#)

[Resolution No. 2024-045 Approving Document Destruction Contract with Marco](#)

[Contract for Shredding with Marco](#)

- 5.20 Adopt Resolution No. 2024-046 Accepting Grant Proceeds from Carver County Public Services Solid Waste Reduction & Recycling Grant for 2023

[Cover Page](#)

[Resolution No. 2024-046 Accepting Grant Proceeds from Carver Count Public Services](#)

- 5.21 Adopt Resolution No. 2024-050 Approve Quotes for a High Service Pump & VFD Replacement

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[Resolution No. 2024-050 Approving quotes for Capital Project 3772 High Service Pump](#)

[Quote for VFD Replacement Water Plant from Arrowmark](#)

[Quote for VFD's Removal at Water Plant from A-1 Electric Services](#)

Motion by Sorensen second by Grengs to adopt the Consent agenda.

MOTION CARRIED

6) COUNCIL BUSINESS

- 6.1 [Adopt Resolution No. 2024-047 Authorize Bid for the 2024 Downtown Reconstruction Phase II and Adopt Resolution No. 2024-048 Authorize Bid for Lighting Equipment](#)

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[Resolution No. 2024-047 Authorize Bid for the 2024 Downtown Reconstruction Phase II](#)

[Resolution No. 2024-048 Authorize Bid for the Lighting Equipment 2024 Downtown Reconstruction Phase ii](#)

[2024-01-31 Bolton & Menk Authorization for Downtown Phase 2](#)

[2024 Project Location Map](#)

[2024 Project Staging Map](#)

City Engineer Jake Saulsbury updated the Council stating the plans are substantially completed for the 2024 Downtown Reconstruction Phase II Project. The planned improvements will be on Main Street between Olive and Spruce, and the blocks of

Spruce, Pine, and Elm streets between Main Street and First Street. The estimated timeline is to open bids on March 12th and to have Council award the contract at the March 18th City Council meeting. Due to the unusual weather conditions, construction is likely to begin as early as the end of April.

As part of the project, street lighting will be replaced and will be bid separately.

Motion by Yetzer second by Gleason to adopt Resolution No. 2024-047 Authorize bid for the 2024 Downtown Reconstruction Phase II.

MOTION CARRIED

Motion by Yetzer second by Grengs to adopt Resolution No. 2024-048 Authorize bid for the lighting equipment for the 2024 Downtown Reconstruction Phase II.

MOTION CARRIED

6.2 [Adopt Resolution No. 2024-049 Approving Waconia Works Loan for Waconia 1 Collision & Auto](#)

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[Resolution No. 2024-049 Approving Waconia Works Loan for Waconia 1 Collision & Auto](#)

Staff have been working with the owners of Waconia 1 Collision and Auto on the financing items related to the expansion project of their business. Waconia 1 Collision has made payments on the loan for the last three years on time and without issue. Waconia 1 Collision will pay off a portion of their current traditional revolving loan and refinance the remaining balance of \$50,000 under this program.

Motion by Sorensen second by Gleason to adopt Resolution No. 2024-049 approving Waconia Works Loan for Waconia 1 Collision & Auto.

MOTION CARRIED

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

8) [STAFF REPORTS](#)

Assistance City Administrator Schulze updated the council on the Presidential Primary Election early voting. Direct balloting begins on February 16, 2024, which allows voters to insert their ballots directly into the tabulator. This is two weeks earlier than in previous elections.

9) [BOARD REPORTS](#)

Council Member Sorensen – nothing to report

Council Member Yetzer – nothing to report

Council Member Gleason – nothing to report
Council Member Grengs – nothing to report
Mayor Waldron reported on attending the Waconia/Carver County Mayor's Monthly Meeting. Discussed current projects in Waconia as well as other cities in Carver County.

10) ANNOUNCEMENTS

11) **ADJOURN REGULAR MEETING**

Motion by Yetzer second by Sorensen to adjourn the meeting at 6:30 p.m.

Work Session:

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Nicole Waldron, Mayor

ATTEST: _____

Sue Schwalbe, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Approve February 20, 2024 Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Payment of February 20, 2024 Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements register for the City of Waconia as of February 20, 2024. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred January 2024					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in January 2024							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in January 2024. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred January 2024					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in January 2024							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in January 2024. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Safari Island Fund (231)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Approve Kraus-Anderson Contractor Pay Request - New Fire Station					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):		Consent	☒	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Contractor Payment Request for the New Fire Station Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Kraus-Anderson Construction Co. has requested payment in the amount of \$86,580.49 for construction management services through January 31, 2024.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Approve Kraus-Anderson Construction Pay Request #17 for the New Fire Station					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Kraus-Anderson Construction Pay Request #17 for the New Fire Station Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Kraus-Anderson Construction Co. has reviewed the contractor pay request #17 for the new fire station project. The contractors requesting payment are as follows: A.M.E. Construction Corp \$47,500.00 Ebert Construction \$27,133.80 Berwald Roofing Company, Inc. \$366,445.40 Ford Metro, Inc. \$6,222.50 RTL Construction, Inc. \$83,954.40 Summit Fire Protection Co. \$75,793.85 Gag Sheet Metal, Inc. \$49,621.35 Sentra-Sota Sheet Metal, Inc. \$121,055.27 Electrical Production Services, Inc. \$107,578.00 The total amount of the contractor payments for this request is \$885,304.57. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages. <u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Approve Contractor Pay Request #12-Final - Waconia Parkway South Improvements					
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. 12-Final to GMH Asphalt, Inc. for the Waconia Parkway South Improvements.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Parkway South Improvements and recommends payment of \$66,327.21 based on the engineering request for payment. This payment represents approximately 96.0% of the total approved contract for the project.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water and Storm Water Utility Funds							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		City Homes on 10th LLC Storm Water Reuse Agreement					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve the Storm Water Drainage and Reuse Agreement with City Homes on 10th LLC							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
At the time of development, the City Homes on 10th Townhome Project at 27 10th Street West, had extended and connected to the storm water re-use system along 10th Street for irrigation purposes. The development paid all fees related to the utility connection and has been paying for used water for irrigation purposes since inception; however, an agreement, as is customary in these applications had not been executed. The agreement memorializes and defines the utilization and payments made by the property owner and defines rights and responsibilities related to the connection. 1. The City Attorney has drafted the agreement and staff recommend approval.							
Attachments:							
1. Agreement for Storm Water Drainage and Reuse with City Homes on 10th LLC							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

STORM WATER DRAINAGE AND REUSE AGREEMENT

This Storm Water Drainage and Reuse Agreement ("**Agreement**") is dated effective December 1, 2018 (the "**Effective Date**") and is between the City of Waconia, a Minnesota municipal corporation (the "**City**") and City Homes on 10th, LLC, a Minnesota limited liability company (the "**Current Owner**"). This Agreement has been executed by the parties as of the dates set forth in the notary blocks below their signatures, to be effective as of the Effective Date set forth above.

RECITALS

- A. The City operates 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 operates a System (defined below) that delivers storm water from such pond to certain parcels of real property for landscape irrigation uses. As part of the System, the City has installed 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:

The North 300 feet of the West 290.4 feet of the West Half of the Southwest Quarter (W½ of SW¼) of Section 24, Township 116, Range 25, Carver County, Minnesota, measured along or parallel with the North and West lines of said West Half of the Southwest Quarter
(the "**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 City's storm water reuse system, as described in this Agreement, for storm water drainage and landscape irrigation purposes if the requirements of Chapter 415 are met. Owner's Parcel is, or will be, listed in Chapter 415 as a parcel of real property that may voluntarily connect.

- F. After evaluating the costs and benefits associated with 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 as the "Delivery Point" 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 another 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 the 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 25,000 U.S. gallons applied to the Owner's Green Space per day.

"Minimum Volume" means 18,125 U.S. gallons applied to Owner's Green Space 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 42,253 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 diagram 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) discharging 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 June 30, 2024. 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 June 30, 2024. 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 has paid the City a connection charge of \$15,535.00 ("**Connection Charge**") to connect Owner's Irrigation Improvements to the System, the receipt of which the City acknowledges. Owner acknowledges and agrees the Connection Charge is fair and equitable.
- 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 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. **Mortgages.** Owner shall cause each mortgagee holding a mortgage on Owner's Parcel as of the date this Agreement is first fully executed by the parties 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.** This Agreement shall terminate if the City and Owner agree to terminate this 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 this Agreement if the 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:

5555 Sylvan Lane
Excelsior, MN 55331

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 rejectable, 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.** This Agreement creates rights relating to access and utilities. The parties to this Agreement do not intend or elect to have the Parcels, or any portion thereof, governed by the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B (“**MCIOA**”). Accordingly, with respect to this Agreement, the provisions of MCIOA do not apply 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 PAGE TO STORM WATER DRAINAGE AND REUSE EASEMENT

CITY OF WACONIA

By: Nicole Waldron
Its: Mayor

Jacqueline Schulze
Its: Clerk

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

The foregoing was acknowledged before me this ____ day of _____, 2024 by Nicole Waldron and Jacqueline Schulze, the Mayor and 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

CITY HOMES ON 10TH, LLC

Signature

Name (Printed)

Title

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

The foregoing was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of _____, a Minnesota corporation, on behalf of the corporation.

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

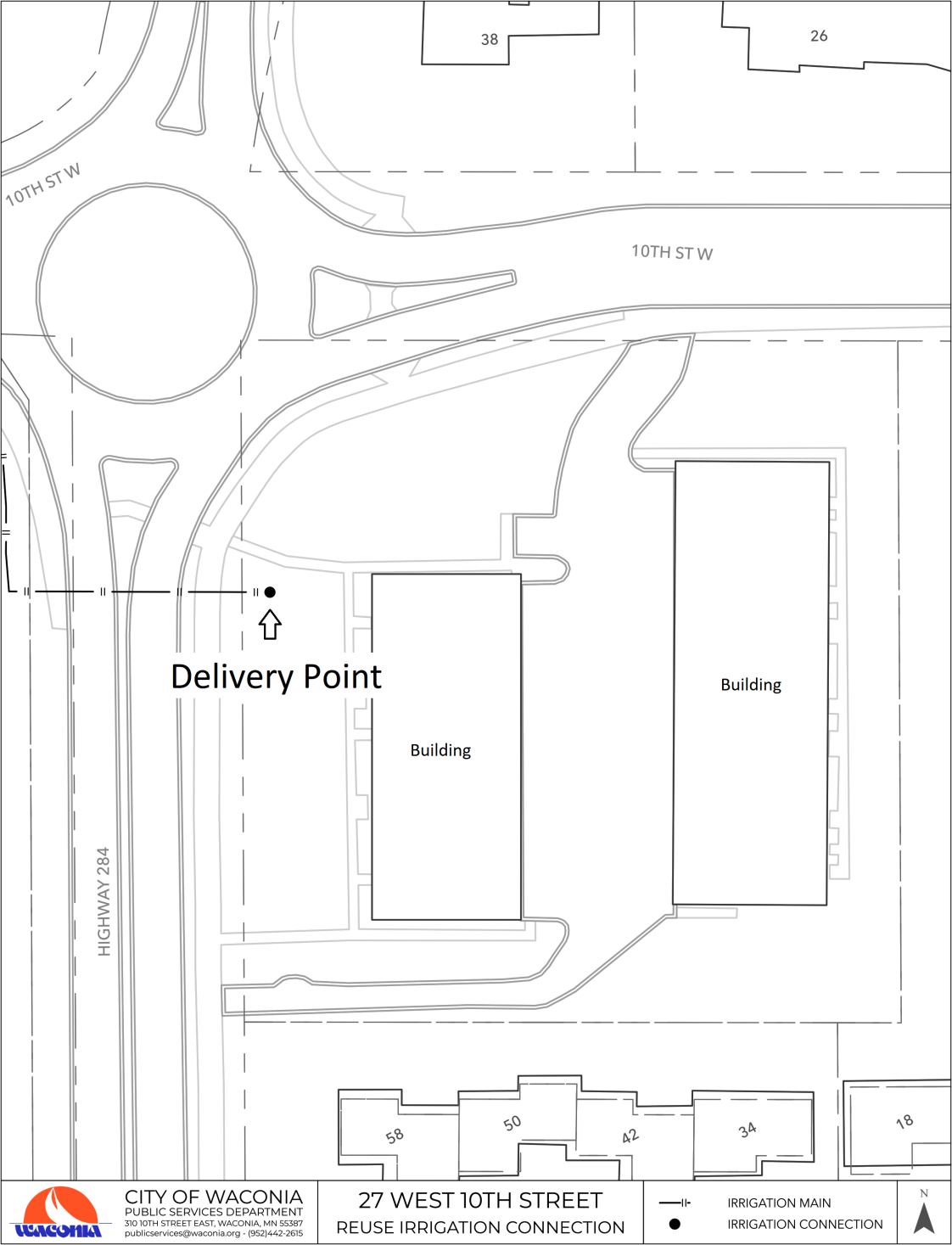


Diagram Depicting Owner's Green Space

Owner's Green Space is the area shown with grey shading and labeled "Green Space" on the diagram below:

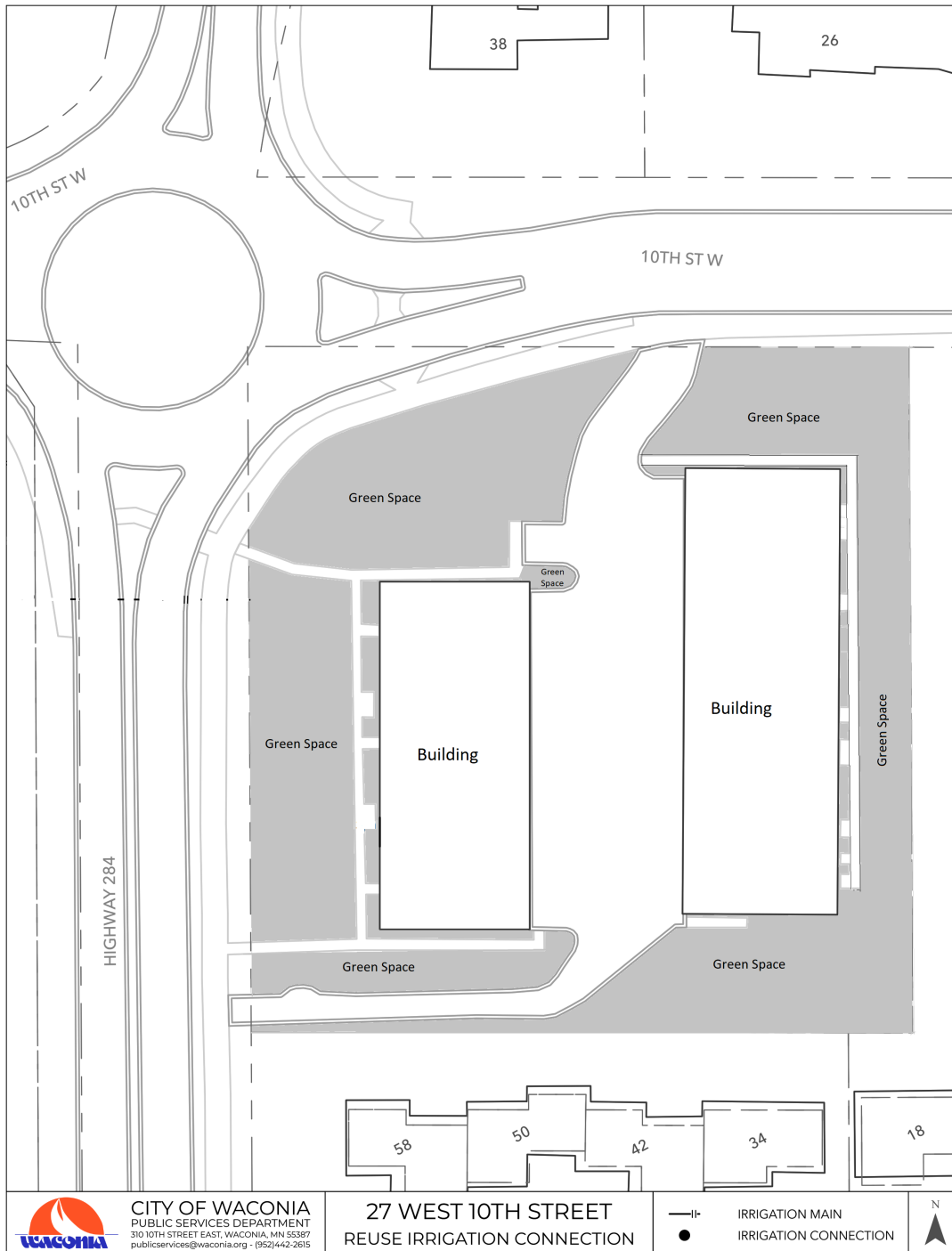


EXHIBIT C

Diagram Depicting Owner's Open Space

Owner's Open Space is the area shown with grey shading and labeled "Open Space" on the diagram below:

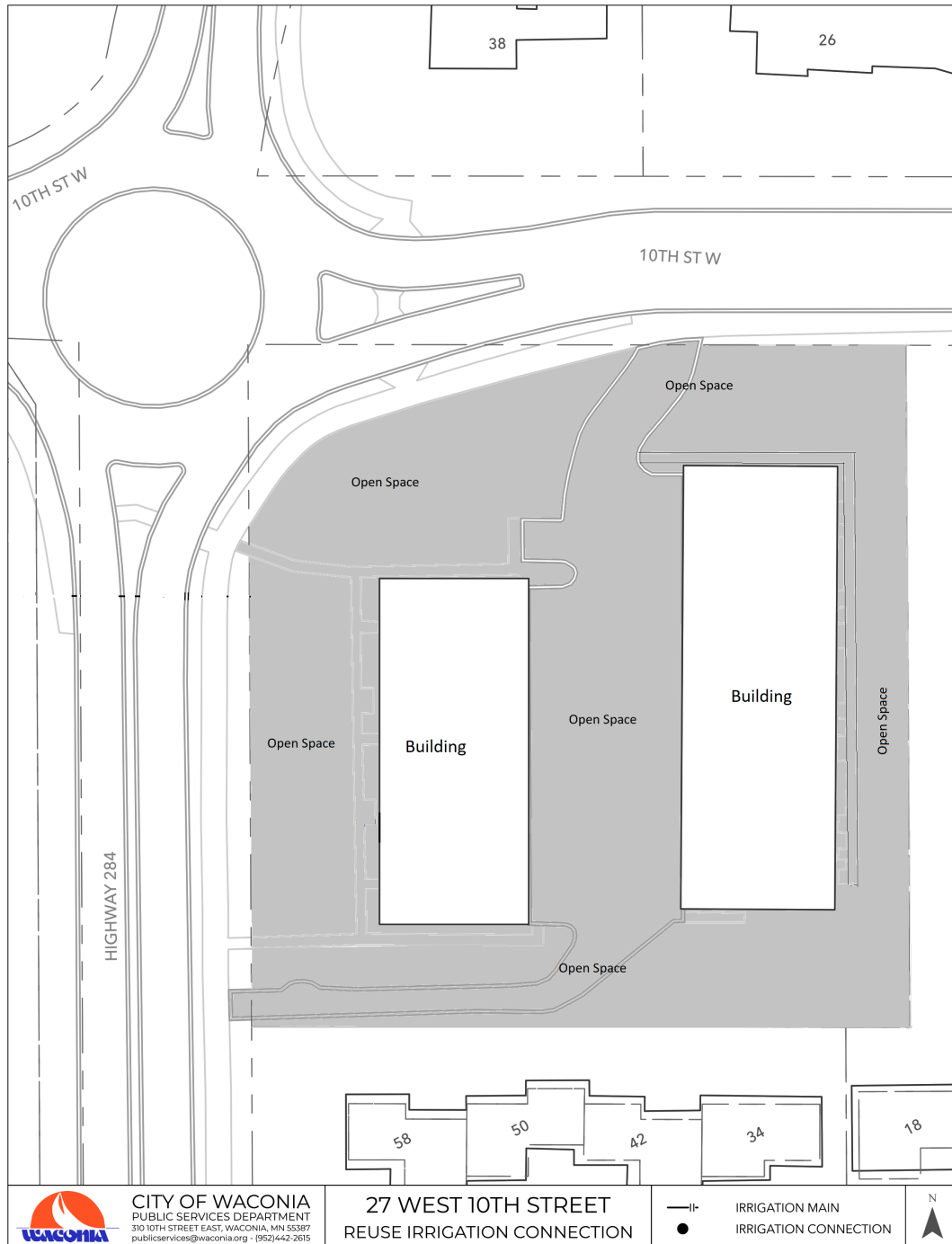


Exhibit C

MORTGAGEE CONSENT

Village Bank ("Mortgagee") holds a Mortgage dated October 30, 2018, which was recorded on November 1, 2018, as Document No. A669503 in the Office of the Carver County Recorder, Carver County, Minnesota ("Recorder's Office") and Mortgagee further has rights under a related Assignment of Rents dated October 30, 2018, which was recorded on November 1, 2018, as Document No. A669504 in Recorder's Office (such documents are, collectively, the "Mortgage").

In consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee, for itself, its successors and assigns, hereby waives any objection it may have to the execution of the Storm Water Drainage and Reuse Agreement ("Storm Water Agreement") to which this instrument is attached and further consents to the recording of the Storm Water Agreement in the Recorder's Office. Mortgagee, for itself, its successors and assigns, agrees the Mortgage shall be subject to the Storm Water Agreement with the same force and effect as though the Storm Water Agreement had been executed, delivered, and recorded prior to the date of the Mortgage.

IN WITNESS WHEREOF, this Consent has been executed by the undersigned as of this ____ day of _____, 2024.

VILLAGE BANK

Signature

Name (Printed)

Title

STATE OF _____)

) ss.:

COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Village Bank, on behalf of such bank.

Notary Public



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 20, 2024

Item Name: Adopt Resolution No. 2024-051 Technology Services Department Structure and Recruitment

Originating Department: Administration

Presented by: Jackie Schulze

Previous Council Action (if any):

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

Adopt Resolution No. 2024-051 Approving Technology Services Technician & Technology Services Manager position profiles, and authorize recruitment for Technology Services Technician

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

As part of the 2024 budget, a staffing addition to the City's Finance and Technology department was approved. After several internal conversations and meetings, a position profile has been finalized. This position profile was sent to David Drown & Associates to ensure it was scored into the correct pay grade. In addition, revisions were made to the existing Technology Services Manager position to allow for supervisory duties and training, more responsibility, and expanded experience requirements. This updated profile was also sent to David Drown & Associates (DDA) for grading within our pay system. A memo from DDA is included in your packet, but in summary:

- NEW POSITION: Technology Services Technician – Grade 7
- Technology Services Manager – Grade 11

The City did budget for an increase in the Technology Services Manager position starting in May of 2024 due to the added responsibility and supervisory duties. In addition, the new technology position was also initially budgeted at a grade seven.

The job description for both positions is included in your packet. We plan to post the Technology Service Technician on February 21 and conduct interview in early April, with the hope of starting someone by mid-May.

We would ask the City Council for adoption of Resolution No. 2024-XXX to approve the job descriptions for the Technology Services Technician and Technology Services Manager and to authorize recruitment for the Technician position.

Attachments:

1. [Resolution No. 2024-051](#)
2. [Technology Services Manager Revised 2024](#)
3. [Technology Services Technician Revised 2024](#)
4. [Technology Services DDA Memo](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

ADVISORY BOARD RECOMMENDATIONS:

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

**CITY OF WACONIA
RESOLUTION NO. 2024-051**

**RESOLUTION TO APPROVE JOB DESCRIPTIONS
FOR TECHNOLOGY SERVICES TECHNICIAN AND TECHNOLOGY SERVICES
MANAGER & AUTHORIZATION OF RECRUITMENT**

WHEREAS, the City completed an organizational study in 2022 which recommended adding an additional IT position in 2024; and

WHEREAS, this new technology position was accounted for in the 2024 budget process; and

WHEREAS, a job description was written by City staff and graded by David Drown & Associates to ensure it was placed at the correct spot in the City's pay plan; and

WHEREAS, due to the new position, changes were required to the Technology Services Manager position to account for supervision and added responsibility; and

NOW, THEREFORE, BE IT RESOLVED that, the City Council hereby approves the position profiles for the Technology Services Technician and Technology Services Manager and authorizes recruitment for the Technology Services Technician.

Adopted by the City Council of the City of Waconia this 5th day of February 2024.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk

Job Title: Technology Services Manager

Department: Finance/Technology

Status: Full-time regular position, Non-Exempt

Benefits: Qualifies for full-time benefits

Reporting Relationship: Reports to Finance Director

Supervisory Duties: Technology Services Technician



Position Details: Responsible for the oversight, planning, development, implementation, maintenance and administration of the City's technology infrastructure and design, including server management, administration, security, data backup and recovery. Responsible for providing technical support, troubleshooting, installation and configuration of hardware, software, video systems, and mobile communication. Responsible for planning, designing workflows, documenting, budgeting, and monitoring technology projects and contracted services. Responsible for management of all vendors related to the City's technology.

Technical and Administrative Duties:

- Responsible for development, implementation, and enforcement of IT policies to protect the City's data and network and ensure hardware and software compatibility.
- Gather data to identify user needs and use that information to identify, interpret, and evaluate system and network requirements. Assess and make recommendations for current and future technology needs.
- Assist in the annual budget process and ongoing management for IT, GIS and other budgets.
- Perform ongoing Cybersecurity strategy implementation and monitoring. Educate users on security, install security software, monitor the network for security breaches, respond to cyber-attacks, and gather data and evidence to be used in prosecuting cyber-crime.
- Determine, negotiate, assist, and provide oversight for IT consultants, contractors, and vendors.
- Work with departments to evaluate and meet ongoing and project specific IT needs.
- Provide day-to-day onsite administrative support for users in all departments.
- Develop and monitor annual and multi-year IT operating budget and CIP.
- Responsible for operation of City's voice mail and phone system, including documentation, new user setup, system maintenance and troubleshooting. Perform phone system database programming.
- Purchase, configure and maintain city-issued mobile devices, (Phone, tablets).
- Develop and maintain an inventory of hardware and software.
- Manage hardware warranties, software service agreements and licenses.
- Perform routine and regular maintenance of windows servers and workstations.
- Maintain and manage backup system, storage and schedules for all locations.
- Perform administration of Active directory, O365, SQL servers.
- Provide monitoring and troubleshooting, network performance and security of networks, routers, switches, access points and firewalls.
- Assist in the development of training manuals, employee user workshops, and train users on modified and new hardware and software applications.

- Assist with the implementation of new software, processes, and workflow in various departments.
- Develop and maintain progressive measures to establish e-commerce type activities including completing applications on-line, paying for services on-line, and other types of activities.
- Coordinate videotaping, broadcast and re-broadcast of meetings originating from City Council Chambers, including City Council and other meetings.

Ancillary Duties:

- Participates in meetings, training, education, conferences, etc.
- Perform other duties and assume responsibilities as apparent or assigned.

While these are the primary focus of the position, we believe strongly in teamwork and employees will be called upon to perform a variety of duties as part of their role with the City.

Position Requirements

Knowledge, Skills and Abilities:

- Strong problem solving, analytical, and communication skills.
- Support level knowledge of Microsoft Office Suite.
- Strong writing skills for preparing training materials for employee users.
- Ability to troubleshoot computer hardware, software and printers.
- Ability to learn new applications and technologies.
- Ability to work under own initiative with minimal supervision. Good organizational and planning skills.
- Ability to research and problem solve.
- Ability to maintain effective working relationships with City staff and vendors.
- Ability to maintain confidentiality.
- Ability to communicate effectively and clearly in written and oral form and effectively provide technical information to non-technical users.
- Knowledge of records management and records retention.
- Ability to communicate effectively, tactfully, professionally, and in a courteous manner in-person with other City employees, vendors, contractors and the general public.
- Ability to work under limited supervision with general autonomy in determining how objectives are achieved.
- Ability to use considerable analytical ability to select, evaluate and interpret data from several sources and to interpret guidelines, policies and procedures.
- Normal working hours: Monday – Thursday, 7:30 a.m. – 4:30 p.m. and Friday 7:30 a.m. – 11:30 a.m. Extended hours are required at times.
- Ability to attend work punctually and regularly.

Education: High School Diploma and two years technical degree in computer science, information systems or related field. Bachelor's degree preferred.

Requirements:

- Five or more years' relevant work experience.
- Successful completion of a criminal background check.
- Working knowledge and experience with electronic records management.
- Experience of networking equipment (Cisco preferred).
- Server virtualization experience in a server environment and Windows 2016/2019 Server OS.

- Experience supporting Microsoft Windows 10/11 operating systems.
- Experience supporting Microsoft Office 365 and its various applications
- Experience with VOIP systems.
- Experience with Microsoft Server, Active Directory administration and O365 administration.
- Experience in computer applications and local area network systems.
- Experience with installing, troubleshooting, replacing, and repairing PC's, laptops, mobile devices, and printers.

Desired Qualifications:

- Experience with network communications.
- Knowledge of internet access and web page development.

Licenses/Certifications: This position will require the acquisition and maintenance of the following additional certificates/licenses:

- Valid MN Driver's License

Physical and Mental Requirements: The employee frequently is required to sit and talk or hear; use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. The employee may be required to lift and/or move objects up to 50 pounds for tasks such as carrying computers or printers for short distances during install or maintenance. Specific vision abilities required by this position include close vision, distant vision, peripheral vision and ability to focus as it relates to such tasks as reading manuals, processing paperwork, and viewing a computer monitor.

***The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

Working Conditions: Work is performed primarily in office settings; the employee regularly sits for extended periods at a computer using repetitive movements and small motor skills and is exposed to moderate noise levels in the office environment.

Result Focused

- Focuses on results and desired outcomes and how best to achieve them in order to get the job done.
- Willingly puts in extra time and effort in crisis situations; goes the "extra mile" to ensure the goal is met.

Initiative

- Recognizes situations that warrant initiative and moves forward without hesitation; reasonably resolves issues, problems, or situations.
- Identifies what needs to be done and takes action before being asked or required.

Relationship Building

- Builds constructive working relationships characterized by a high level of acceptance, cooperation, and mutual respect.
- Maintains an open, approachable manner, and treats others fairly and respectfully. Preserves others' self-confidence and dignity and shows regard for their opinions.
- Seeks to resolve confrontations and disagreements constructively. Focuses on the situation, issues, or behaviors, rather than the people.

- Expresses gratitude and appreciation to others who provide information, assistance or support.

Technology

- Considerable knowledge of modern office equipment, practices and procedures including a computer and other basic office equipment.
- Software skills, including excellent typing skills, and the ability to use Microsoft Office products including but not limited to Outlook, Word, Excel, and PowerPoint.

Public Service

- Provides information, options, and/or solutions to inquiries, concerns, and/or requests from the diverse public in a respectful manner.
- Maintains the City's reputation of providing a high-level of customer satisfaction.

Problem Solving

- Resolves difficult or complicated challenges. Breaks down problems and identifies all of their facets, including hidden or challenging aspects.
- Shows insight into the root-causes of problems. Generates a range of solutions and courses of action with benefits, costs, and risks associated with each. Probes all fruitful sources for answers and thinks outside the box to find options for solutions.

Competencies Common to All City Positions:

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable City policies and procedures.
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent the City of Waconia in a professional manner to the public, outside contacts and constituencies.

***The work environment characteristics described here are representative to those an employee encounters while performing essential functions of this job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

NON-DISCRIMINATION POLICY: The City of Waconia will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance. (These examples are intended only as illustrations of various types of work performed and are not necessarily all inclusive. The job description is subject to change as the needs of the employer and requirements of the job change. The City of Waconia reserves the right to change and/or eliminate any and all job duties if needed.

Job Title: Technology Services Technician

Department: Finance/Technology

Status: Full-time regular position, Non-Exempt

Benefits: Qualifies for full-time benefits

Reporting Relationship: Reports to Technology Services Manager

Supervisory Duties: This position has no supervisory duties.

Position Details: Provide technical assistance and maintenance support for PCs, laptops, printers, mobile devices, audio visual devices, business applications, and other office equipment. Provide support for all information technology systems across the organization. Responsible for providing technical support, troubleshooting, installation and configuration of hardware, software, video systems, and mobile communication.

Technical and Administrative Duties:

- Provide first line response for users requiring assistance with information technology issues and problems.
- Provide technical assistance and maintenance support for the City's IT infrastructure, software, mobile devices, AV equipment, network, printers, scanners, copiers, etc.
- Participate in new systems/products/services rollouts and projects.
- Assists with replacement of PC's, laptops, and office equipment based on schedule.
- Initiate hardware, software, and printer service calls with vendors.
- Work in collaboration with IT team and vendors in the operation, security, and maintenance of the City's network infrastructures including all LAN, WAN, VoIP, and wireless technologies.
- Assist with new user set up for new hires including on the City's network, email, and phone system. Work with department directors and managers to ensure employee(s) have the correct set-up.
- Perform routine and regular maintenance of windows servers and workstations.
- Understanding of the City's backup system, storage, and schedules for all locations.
- Provide monitoring and troubleshooting, network performance and security of networks, routers, switches, access points and firewalls.
- Assist in the development of training manuals, employee user workshops, and train users on modified and new hardware and software applications.
- Assist with the implementation and integration of new software, processes, and workflow in various departments.
- Develop and maintain progressive measures to establish e-commerce type activities including completing applications on-line, paying for services on-line, and other types of activities.
- Coordinate videotaping, broadcast and re-broadcast of meetings originating from City Council Chambers, including City Council and other meetings.
- Documentation of processes and procedures related to software programs.



Ancillary Duties:

- Participates in meetings, training, education, conferences, etc.
- Perform other duties and assume responsibilities as apparent or assigned.

While these are the primary focus of the position, we believe strongly in teamwork and employees will be called upon to perform a variety of duties as part of their role with the City.

Position Requirements

Knowledge, Skills and Abilities:

- Strong problem solving, analytical, and communication skills.
- Support level knowledge of Microsoft Office Suite.
- Ability to troubleshoot computer hardware, software, and printers.
- Ability to learn new applications and technologies.
- Ability to work under own initiative with minimal supervision. Good organizational and planning skills.
- Ability to research and problem solve.
- Ability to maintain effective working relationships with City staff and vendors.
- Ability to maintain confidentiality.
- Ability to communicate effectively and clearly in written and oral form and effectively provide technical information to non-technical users.
- Knowledge of records management and records retention.
- Ability to communicate effectively, tactfully, professionally, and in a courteous manner in-person with other City employees, vendors, contractors, and the general public.
- Normal working hours: Monday – Thursday, 7:30 a.m. – 4:30 p.m. and Fridays, 7:30 a.m. – 11:30 a.m. Will be required to work extended hours including City Council and Planning Commission meetings.
- Ability to attend work punctually and regularly.

Education: High School Diploma and two years technical degree in computer science, information systems or related technical field. Equivalent experience may be substituted for degree.

Requirements:

- Ability to work a flexible schedule including ability to respond after hours, some weekends, evenings, etc.
- Minimum of three years of experience with troubleshooting and set up of PCs, laptops, AV equipment, copiers, and printers, including experience in providing support to users of Microsoft Windows and Microsoft Office products.
- Minimum of three years' experience working with Microsoft Active Directory and Microsoft Exchange Server.
- Previous experience supporting iOS devices.
- Experience working with outside vendors.
- Previous experience working with and general knowledge of electronic records management.
- Previous experience supporting Microsoft Windows 10/11 operating systems.
- Experience supporting Microsoft Office 365 and its various applications.
- Experience with network communications.
- Must have a valid MN Driver's License.

Desired Qualifications:

- Local government work experience.
- Previous experience supporting Android devices.
- Experience of Cisco networking equipment.
- Experience with VOIP systems.
- Knowledge of web page development.
- Bachelor's degree in computer science, computer systems, etc. preferred.

Licenses/Certifications: This position will require the acquisition and maintenance of the following additional certificates/licenses:

- Valid MN Driver's License

Physical and Mental Requirements: The employee frequently is required to sit and talk or hear; use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. The employee may be required to lift and/or move objects up to 50 pounds for tasks such as carrying computers or printers for short distances during install or maintenance. Specific vision abilities required by this position include close vision, distant vision, peripheral vision and ability to focus as it relates to such tasks as reading manuals, processing paperwork, and viewing a computer monitor.

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- Maintains an open, approachable manner, and treats others fairly and respectfully. Preserves others' self-confidence and dignity and shows regard for their opinions.
- Seeks to resolve confrontations and disagreements constructively. Focuses on the situation, issues, or behaviors, rather than the people.
- Expresses gratitude and appreciation to others who provide information, assistance or support.

Technology

- Considerable knowledge of modern office equipment, practices and procedures including a computer and other basic office equipment.
- Software skills, including excellent typing skills, and the ability to use Microsoft Office products including but not limited to Outlook, Word, Excel, and PowerPoint.

Competencies Common to All City Positions:

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable City policies and procedures.
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent the City of Waconia in a professional manner to the public, outside contacts and constituencies.

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TO: WACONIA CITY COUNCIL

FROM: DR. TESSIA MELVIN, DDA MANAGEMENT CONSULTANT

CC: SHANE FINERAN, CITY ADMINISTRATOR AND JACKIE SCHULZE, ASSISTANT CITY ADMINISTRATOR

SUBJECT: TECHNOLOGY SERVICES RECLASSIFICATIONS

BACKGROUND

As the City of Waconia continues to grow and develop, the Technology Services area was recently reviewed to meet services and expectations. The Technology Services Manager added supervision of one employee, increased decision level making and accountability. A new position, Technology Services Technician was created.

After review of the City's current classification and compensation systems, I would rate the following jobs:

- Technology Services Manager, Grade 11
- Technology Services Technician, Grade 7



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		Adopt Resolution No. 2024-052 Hiring of Probationary Firefighters					
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 No. 2024-052 authorizing hire of probationary firefighters.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia Fire Department conducts an annual hiring process for probationary firefighters. This year, we conducted this process to coincide with EMT classes starting on March 7. We have interviewed several candidates and recommend that Matthew Brumm and Michael Coughlin be hired, contingent on the successful completion and City's evaluation of the following: • Psychological evaluation • Physical and medical exam • Background check • Driving history check These candidates have been interviewed and gone through the pre-employment process, however we are still waiting on several results. Firefighters will serve a probationary period until they successfully complete EMT/EMR, Firefighter I, and Firefighter II.							
<u>Attachments:</u>							
1. Resolution No. 2024-052 Authorizing Hiring of Probationary Firefighters							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024 - 052**

**RESOLUTION AUTHORIZING THE
HIRING OF PROBATIONARY FIREFIGHTERS**

WHEREAS, there are multiple vacant firefighter positions within the Waconia Fire Department; and

WHEREAS, the City held a firefighter recruitment period during the winter of 2023-2024 to coincide with EMT training starting in March of 2024; and

WHEREAS, the recommendation is to hire the following individuals as probationary firefighters with a start date of March 1, 2024 contingent upon the successful completion and City's evaluation of the medical exam, psychological evaluation, background check, and driver's check:

Matthew Brumm
Michael Coughlin

NOW, THEREFORE, BE IT RESOLVED, that, the City Council of Waconia hereby approves the hiring of two probationary firefighters, effective March 1, 2024.

Adopted by the City Council of the City of Waconia this 20th day of February 2024.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024				
Item Name:		Adopt Resolution No. 2024-053 Approving a Special Event Permit - The Frunge				
Originating Department:		Administration				
Presented by:		Shane Fineran				
Previous Council Action (if any):						
Item Type (X only one):	Consent		Regular Session		Discussion Session	X
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)						
Adopt Resolution No. 2024-053 Approving a Special Event Permit - The Frunge						
EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)						
On January 31, 2024, Healing Hearts Connection submitted a Special Event Permit application for their annual Frunge event scheduled for March 2, 2024. Organizers expect approximately 100 plungers and spectators. The plunge location will be on the ice adjacent to Lola's Lakehouse. Due to the unseasonable warm weather and lack of ice, the applicants are requesting a different set up which includes a road closure. Event organizers are submitting a special event permit for a street closure on Oak Street North, between Lake Street North to the shoreline of Lake Waconia. The closure of Oak Street North is requested for Friday March 1, 2024 at 10 a.m. through Saturday March 2, 2024, at 1 p.m. to allow for the erection of a 30 x 90 heated tent that will be utilized for a changing area for plunge participants. The applicant shall submit a traffic control plan developed by a certified vendor showing signage and barricade placement. Staff has reviewed the application and site plan submitted and are requesting that a minimum of a 10' lane width be maintained on the west side of Oak Street North so that the residential properties can access their properties and to allow for emergency vehicle access to the homes and hydrant locations. Another condition requested by staff is that when encumbered by tent structures and street barricades will change how snow removal is addressed. The encumbrance would require smaller equipment and a different operational approach. It is recommended that the condition placed on the permit is that any snow removal effort that is above and beyond normal effort shall be billed at the applicable rates identified in the City fee schedule.						
Attachments:						
1. Resolution No. 2024-053 Approve Special Event and Noise Permit for The Frunge Event 2. Special Event Permit Application from Healing Hearts Connection 3. Frunge Site Plan						
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
RESOLUTION NO. 2024-053**

**RESOLUTION APPROVING SPECIAL EVENT AND TEMPORARY NOISE PERMIT FOR
THE FRUNGE EVENT SPONSORED BY HEALING HEARTS CONNECTION**

WHEREAS, the City of Waconia has received permit application for a special event to occur on municipal streets, parks, and trails submitted by Mariah Kroschel and the Healing Hearts Connection; and

WHEREAS, the Frunge event will occur on March 2, 2024 from 9:30 a.m. to 1:00 p.m. with amplified sound utilized for music and announcements that exceed the City's noise restrictions; and

WHEREAS, municipal property to be used on Saturday March 2, 2024 include the 100 block of Oak Street North; and

WHEREAS, the applicant shall furnish a traffic control plan for the closed street from a certified vendor depicting at a minimum of a 10 foot travel lane on the west side of Oak Street North; and

WHEREAS, the encumbered street will require a different level of operational service in the event of snow and ice control operations for which the applicant shall be billed for time and vehicle service above and beyond the normal course of service needs; and

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

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

Adopted by the City Council of the City of Waconia this 20th day of February 2024.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

Any event to be held within Parks or shelter must contact City Hall. A special event permit is required for events/activities exceeding 300 participants or any event/activity which extends beyond the immediate park boundaries.

<https://www.waconia.org/347/Facility-Use-Rental-Applications>

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

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

Amplified Sound to be used – COMPLETE SECTION 3 (B)

Closure request for a street, sidewalk, or other public way or place as part of the event – COMPLETE SECTION 3 (C)

Alcohol service as part of the event – COMPLETE SECTION 3 (D) AND ANY ADDITIONAL LIQUOR LICENSES WITH THE CITY HALL’S OFFICE IF REQUIRED

Tents or other membrane structures to be erected as part of the event

Fireworks Display as part of the event

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

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

36. Location of Event –Street Address	37. City	38. State	39. Zip Code
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i>			
41. Is your event in a City park? Yes No If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? Yes No			
43. Estimated Number of Attendees-	44. Are tickets being sold? Yes No		
45. What is the admission charge, if any	46. Purpose of event proceeds (if applicable)		
47. Describe how attendance will be monitored and limited if necessary			
48. Describe any entertainment being provided			

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

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

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

51. Will you be providing additional trash receptacles?

Yes

Company providing this service:

Number of receptacles:

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

No

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

52. Will you be providing toilets and wash stations?

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

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

Maximum allowable sound pressure level no more than 85 decibels measure at the property line or venue boundary.

Waive the maximum allowable sound pressure level and require the amplified sound to terminate no later than 10:30 PM

There will be NO amplified sound at this event.

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

C. Information about any public right of way closures

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

Yes, for a very limited duration less than 15 minutes

Yes, for 15 minutes or longer – an obstruction permit through Public Services Department will be required

No – if no, please skip the remainder of this section and jump to subsection D

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

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

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

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

Yes – if yes, you must notify all properties at least 7-days in advance of the event of the closure

No

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

Yes

No

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

D. Information about any alcohol as part of the event

59. Are you planning to serve alcoholic beverages as part of this event?

Yes – if yes, please answer the following questions

No – if no, please skip the remainder of this section and jump to Section 4 of the application

60. Which of the following are you requesting as part of serving alcoholic beverages?

Temporary Liquor License (requires a separate application)

Designation of the special event as a Community Festival to allow on-sale licensee(s) to provide service

Service by licensed on-sale licensee(s) on Municipal Facilities

Use of licensed caterer(s) who will be providing alcohol service incidental to the service of food

Other

If you indicated other, please explain how alcoholic beverages will be provided as part of this event, by whom, and under what authority

61. If you intend to apply for a temporary liquor license, is the same entity applying for the liquor license as the special event permit?

Yes

No – Name of the organization/entity applying for a temporary liquor license also serving as an event sponsor:

Indicate what type of organization will be applying for the liquor license:

Club

Charitable Organization

Religious Organization

Non-Profit Organization

Political Committee Registered Under Minn. Stat. Section 10A.14

State University

Brewer or Microdistillery

*If the organization is not one of the above, it is not eligible to apply for a temporary liquor license

If the organization is a club or a charitable, religious or non-profit organization, has it been in existence for at least 3 years?

Yes

No-the organization is not eligible for a temporary liquor license

Note: A temporary liquor application must be received by the City Hall's Office NO LATER 45 DAYS BEFORE THE EVENT. There is no ability to make any exceptions to this requirement.

62. Please list all on-sale licensees who will be providing liquor service as part of this event under this designation. Certificates of insurance specifically covering this event must also be provided for all vendors.

63. If a licensed caterer will be used as part of the event, indicate the name and state license number of the caterer

64. List who will be carrying liquor liability insurance for this event

65. Indicate the specific area(s) liquor will be dispensed and consumed, and what measures will be followed to ensure liquor is only dispensed to event attendees who are of legal age, and that no liquor leaves the authorized area

66. Do you plan to hire off-duty officers to provide security during the event (required with alcohol service)?

Yes

No

Contact Carver County Sheriff's Office. 952-361-1231

67. Fireworks Display as Part of the event?

Yes

No

If you answered yes to the above, please contact the Fire Department at 952-442-2316 in order to request a Fireworks Display Permit

68. Tents or other membrane structures to be erected as part of the event?

Yes

No

69. If you answered yes to question 68, please name the tent provider/company. Please also list the square footage and dimensions of your tent. If you do not have or need a tent provider please state so below.

If your tent is over 400 square ft. Please contact the Planning Department for a temporary structure permit. 952-442-2184

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

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

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

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

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

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

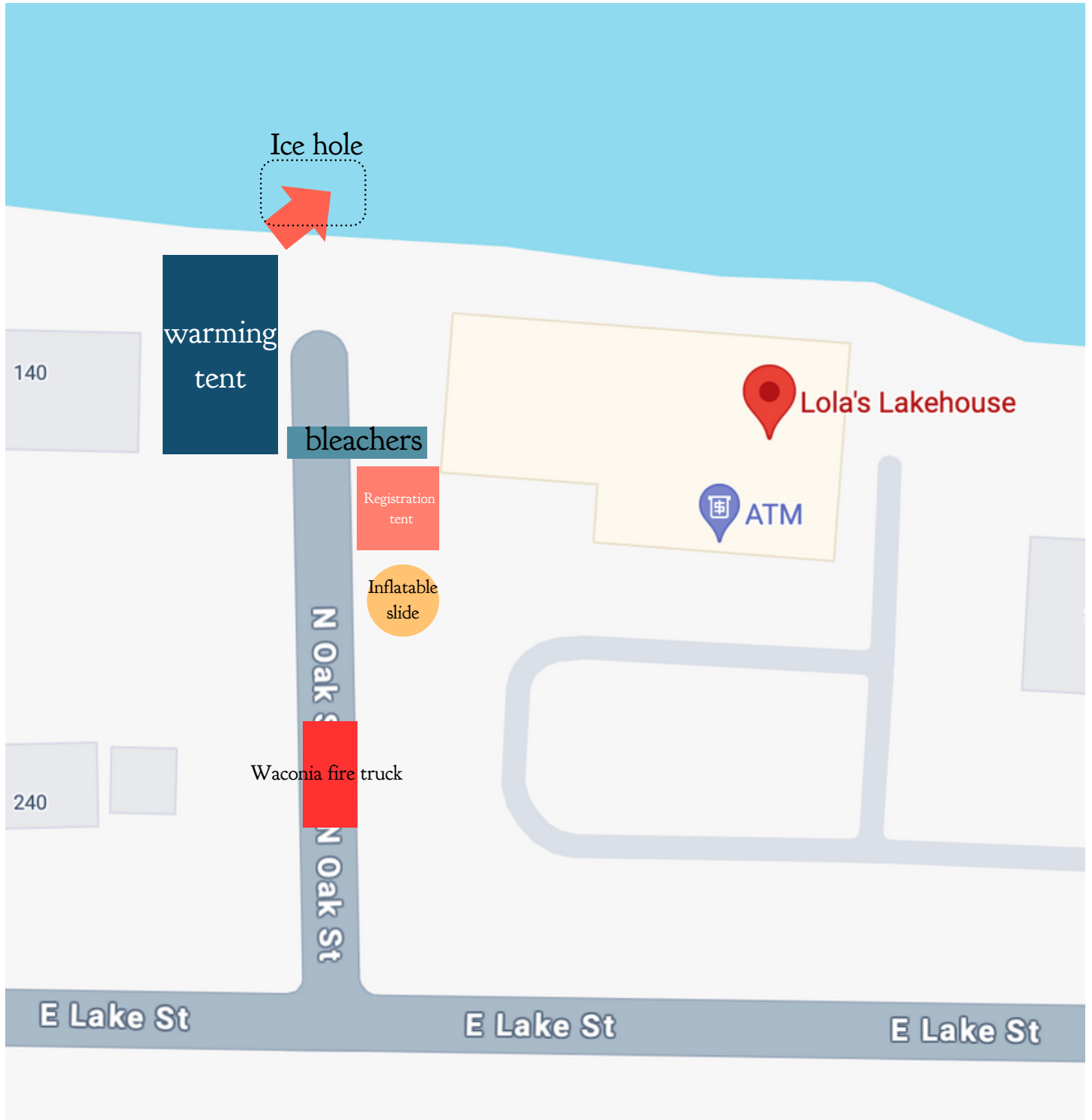
I, (print name) _____, agree to strictly comply with all the laws of the State of Minnesota governing the taxation of business and all ordinances of the City of Waconia, and that I intend to comply with the special event policy as well as any conditions of approval that may be placed on the permit if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

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

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

Signature of Applicant  Date _____

Frunge Site Plan



**Healing Hearts
Connection**
WHERE GRIEF FINDS HOPE



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 20, 2024					
Item Name:		New Officer Oath & Badge Pinning					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
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>							
Public swearing in ceremony and badge pinning of the new Officers promoted on January 1, 2024.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Firefighters Aaron Jurek and Matt McDougall were promoted to the position of Captain during the 2023 officer selection process for terms beginning January 1, 2024 and ending in 2028. We would like to formally recognize their promotion and commitment to our Fire Department with a formal swearing in and badge pinning of their new hardware. The City is very fortunate to have their willingness and desire to serve our community in this capacity. Our officers are relied on heavily as our city and department continue to grow. Their efforts have just begun and we congratulate them on the promotion. We request that Mayor Nicole Waldron swear the new officers in and allow their person(s) of choice to pin their badge and formally recognize them as Captains on the Waconia Fire Department.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 20, 2024

Item Name: Adopt Resolution No. 2024-054 Approving a Variance - 32 Vine Street North - Andrew Vasek

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. 2024-054 approving a variance to construct a porch addition which would encroach into the side yard setbacks 4.6 ft. on the north side and 4.4 ft. on the south side versus the 10 ft. minimum required in the R-4, Mixed Residential District.

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

BACKGROUND

Applicant: Andrew Vasek

Owner: Mathews Vasek Properties, LLC

Address: 32 Vine Street North

PID# 750503580

Zoning: R-4, Mixed Residential District

Special District: Shoreland Overlay District

REQUEST:

The City has received a variance application from Andrew Vasek requesting approval of a variance to construct a porch addition that would be located on the front portion of the principal structure. The applicant is proposing the porch addition and other site modifications that would result in encroachments into the 10 ft. side yard setbacks required in the R-4, Mixed Residential District. The applicant has indicated that the variance is necessary to restore the building closer to its historic condition.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05 – District Regulations, Subd. 2.D. - R-4, Mixed Residential District
2. Section 900.06.7 - Shoreland Overlay Regulations
3. Section 900.12 – Administration, Enforcement and Procedures, Subd. 4 – Variances

VARIANCE REVIEW CRITERIA:

Waconia City Code Section 900.12, Subd. 4 and Minnesota State Statute 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:

The R-4 District is a historic area of the city that lies along the Lake Waconia shoreline and already has an element of mixed residential use ranging from multi-family dwellings to single-family housing. It is intended that uses within this area continue to be predominantly residential in the range of four to six units per acre. Higher densities must be applied for by conditional use permit. The subject property currently includes an existing principal structure that has a front yard deck with hardcover improvements below, a rear yard deck and a large rear yard gravel parking area. Staff notes the location noted “Garage Area” is incorrectly labeled by the surveyor as it was a trash enclosure that has been removed by the applicant prior to application submittal. The principal structure, initially built in 1900, has existed within current side yard setbacks. The applicant is proposing to remove the existing deck and replace it with a porch addition in an attempt to replicate the historic design of the original structure. Due to the hardcover below the deck, the expansion would not cause an increase in the existing impervious surface coverage on the property. The expansion of a legal nonconformity within the setback requires a variance to be approved by the City. In addition to the porch addition, a stormwater plan is required due to the excess impervious surface. The applicant is proposing to install gutters on eaves of the proposed addition, install downspouts to drain tile that connect to city stormwater in the alley and connect sump pump discharge to city stormwater in the alley.

Table 1.1 below indicates the existing, required and proposed lot requirements for the property as indicated in the R-4, Mixed Residential District. The analysis of this variance submittal is based on the information provided on the attached survey.

Table 1.1

Lot Requirements	R-4 Mixed Residential District & Shoreland Overlay District	Existing Conditions	Proposed Conditions
Minimum Lot Size	20,000 sq. ft.	9,487 sq. ft.	9,487 sq. ft.
Maximum Impervious Surface	25%	63.2%	63.2%
Front Yard Setback	25 ft.	27.5 ft.	27.5 ft.
Left (North) Side Yard Setback	10 ft.	2.8 ft.	2.8ft *
Right (South) Side Alley Setback	10 ft.	2.5 ft.	2.5 ft.*
Rear Yard Setback	30 ft.	91.4 ft.	91.4 ft.

*The proposed porch addition improvement encroaches into the side yard setbacks at 4.6 ft. (left) and 4.4 ft. (right) respectively.

PLANNING CONSIDERATIONS:

1. The existing principal structure is built significantly within the 10 ft. side yard setbacks. Any improvements to the structure are likely to require a variance due to its proximity to the property lines.
2. There are existing improvements under the existing deck, therefore the proposed porch will not increase the impervious surface on the property. The property exists significantly over the 25% impervious surface maximum, therefore staff have required a stormwater plan (as noted in the Variance Analysis) to be submitted and reviewed by the City Council. However, it should be noted that this application does not require an impervious surface variance.
3. Staff has contacted the State Historic Preservation Organization (SHPO) for comments as the property in question is listed on the National Register of Historic Places (Amblard Guest House). They did not have any recommendations or requirements unless the property owner is receiving federal funds, in which case the property owner will need to reach out to SHPO separately from this review.
4. The City Engineer has reviewed the proposed stormwater plan and recommends the proposed connections from roof drains/sump pump to the existing 24" storm sewer in the alley, which should be achieved through installation of a new manhole over the existing line. Buried connections are highly discouraged as they are not accessible for maintenance. An option also exists to connect to the 4-inch edge drain located behind the curb on Vine Street.
5. The City Engineer further notes that a goal for the downtown area has been to remove gravel surfaces as they contribute runoff/sediment into the lake. Additionally, downstream mitigation is suggested to offset the remaining excess impervious total and recommends consideration of changes/improvements to the site.
6. Minnesota State Statute Sec. 394.27 Subd. 7. states: "*The board of adjustment may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.*"

PUBLIC NOTICE/COMMENT

The notice was published in the WACONIA PATRIOT on January 25th and posted at Waconia City Hall. Individual notices were mailed to all property owners within 350 feet of the subject parcel. One public comment was received and is included in this report.

RECOMMENDATION

The Planning Commission, at their regular meeting on February 8th, 2024, reviewed the pertinent information and recommended approval of the proposed Variance application via a 4-0 vote.

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

1. Proposed connections from roof drains/sump pump to the existing 24" storm sewer in the alley shall be achieved through installation of a new manhole over the existing line. An option also exists to connect to the 4-inch edge drain located behind the curb on Vine Street.
2. Perimeter erosion control shall be installed by the Contractor and inspected by the City prior to any other work. Erosion control measures shall be indicated on the plans accordingly.

Attachments:

1. [Resolution No. 2024-054 Approving Variance at 32 Vine Street North](#)
2. [Application & Narrative \(6 Pages\)](#)
3. [Public Hearing Notice - 32 Vine Street North \(1 Page\)](#)
4. [Historic Elevations \(2 Pages\)](#)
5. [Site Photos \(6 Pages\)](#)
6. [Existing & Proposed Elevations \(5 Pages\)](#)
7. [Existing & Proposed Site Plan \(3 Pages\)](#)
8. [Public Hearing Comment 01-24-2024](#)

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

**CITY OF WACONIA
RESOLUTION 2024-054**

**A RESOLUTION APPROVING A VARIANCE
FOR THE PROPERTY LOCATED AT 32 VINE STREET NORTH**

WHEREAS, Andrew Vasek (the “**Applicant**”), has submitted a Variance application for the property located at 32 Vine Street North (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is identified as PID# 750503580; and

WHEREAS, the City received a variance application from the Applicant to construct a porch addition that would be located on the front portion of the principal structure that would result in encroachments into the side yard setbacks that exceed the 10 ft. minimum required in the R-4, Mixed Residential District; and

WHEREAS, the Planning Commission, at their regular meeting on February 8th, 2024, reviewed the pertinent information and recommended approval of the proposed Variance application via a 4-0 vote with the following conditions:

1. Proposed connections from roof drains/sump pump to the existing 24” storm sewer in the alley shall be achieved through installation of a new manhole over the existing line. An option also exists to connect to the 4-inch edge drain located behind the curb on Vine Street.
2. Perimeter erosion control shall be installed by the Contractor and inspected by the City prior to any other work. Erosion control measures shall be indicated on the plans accordingly.

WHEREAS, the City Council finds and concludes:

- 1) The property would be put to use in a reasonable manner as the deck would be replaced with a porch that had existed prior to the required setbacks.
- 2) The variance is in harmony with the purposes and intent of the ordinance because the building has existed within the setbacks for a significant period and the proposed improvements are not increasing the encroachments.
- 3) The applicant’s request is unique because a significant portion of the existing structure and proposed improvements exist within minimum setbacks that require a variance.
- 4) The variance is consistent with the comprehensive plan because of the applicants’ desire to maintain the structures historic character.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Variance application for Andrew Vasek to construct a porch addition that would be located on the front portion of the principal structure that would result in encroachments into the side yard setbacks that exceed the 10 ft. minimum required in the R-4, Mixed Residential District subject to the conditions, findings and recommendations of the Waconia City Council and Planning Commission stated above.

Adopted by the City Council of the City of Waconia this 20th day of February, 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

MATHEWS + VASEK

CONSTRUCTION

CUSTOM HOMES • REMODELING • COMMERCIAL

Date 1-2-24

We are requesting a variance for the property located at 32 Vine Street North. The property is currently over the 25% hardcover as required in the Shoreland Overlay District.

Our intent is to remove the existing East wood deck and replace the dumpster enclosure. They are structurally inadequate and unsafe. Dumpster enclosure is subject to design/location per city review. We intend to rebuild the deck structure with some modifications.

- increase width from a varied 5'8"-6' to 6'6" to improve accessibility
- include covered roof to improve accessibility for apartments on the 2nd and 3rd levels
- include covered roof to match similar architecture to the original building (attached pictures)
- shift stairs away from the exterior wall of existing structure to improve egress

Proposed covered deck and existing deck is 4'4" to the south property boundaries. Proposed covered deck and existing deck is 4'8" to the north property boundaries.

We fully understand that the current property exceeds hardcover requirements as outlined in the Shoreland Overlay District. Our intention is to improve the property to the best of our abilities, improve upon the safety and security of the residents and recreate a facade that pays homage to the original structure.

The property is zoned as R-4 as outlined in the City Ordinances. Chapter 900, Sec.900.05 states the following:

D. R-4 Mixed Residential District

1. Intent and purpose: This is an historic area of the city that lies along Lake Waconia shoreline and already has an element of mixed residential use ranging from multi-family dwellings to single-family housing. It is intended that uses within this area continue to be predominantly residential in the range of 4-6 units per acre. Higher densities must be applied for by conditional use permit.

The intent and purpose of R-4 zoning acknowledges existing historic significance prior to the City Ordinances being adopted. The structure, to the best of our knowledge, was constructed between 1897-1907.

1040 Adams Street SE Suite #2
Hutchinson, MN 55350
952-367-9161
andyv@mathewsvasekconst.com

MATHEWS+VASEK

CONSTRUCTION

CUSTOM HOMES • REMODELING • COMMERCIAL

A project of this nature, while nonconforming is important. It will improve the safety and accessibility for the tenants. It will help recreate a part of historic Waconia. It will improve the aesthetics of the building.

Shandon Mathews, and myself purchased this property to preserve, to the best of our abilities, part of original Waconia. This is truly a labor of love and not for financial gain. This project along with future required projects on this site will be done with intent to preserve this property. After years of neglect, it is in desperate need of repairs and maintenance.

Feel free to reach out if you have any further questions or comments.

Sincerely,

Andrew Vasek & Shandon Mathews

1040 Adams Street SE Suite #2
Hutchinson, MN 55350
952-367-9161
andyv@mathewsvasekconst.com

MATHEWS+VASEK

CONSTRUCTION

CUSTOM HOMES • REMODELING • COMMERCIAL

Date 1-2-24

Stormwater Management Plan

We are proposing to do the following at 32 Vine Street North:

- install gutters on eaves of proposed addition
- install downspouts to drain tile, connect to city stormwater in alley
- connect sump pump discharge to city stormwater in alley

1040 Adams Street SE Suite #2
Hutchinson, MN 55350
952-367-9161
andyv@mathewsvasekconst.com



CITY OF WACONIA
201 South Vine Street
Waconia, MN 55387
Phone: (952) 442-2184 Ext. 2
Fax (952) 442-2135
www.waconia.org

VARIANCE

APPLICANT INFORMATION

1. Owner's Name: Mathews Vasek Properties LLC
2. Address of Property: 32 North Vine Street
3. Legal Description: PID# 750503580
4. Applicant's Name: Andrew Vasek
5. Mailing Address: P.O. Box 44 Waconia, MN 55387
6. Daytime Phone(s): 320-583-4541
7. Email Address: andyv@mathewsvasekconst.com

The City will distribute copies & appropriate information to applicant via email

OFFICE USE ONLY

Date Received: _____

Fee: \$ 250 + 150 SW fee
Receipt #: _____



CITY OF WACONIA
201 South Vine Street
Waconia, MN 55387
Phone: (952) 442-2184 Ext. 2
Fax (952) 442-2135

VARIANCE APPLICATION

1. Present Zoning: R-4
2. Existing use of Property: Apt. 4 units
3. Has request for a variance on this property been sought previously? If so, when? _____

IMPORTANT

Subd. 4. Variances

- A. No variance shall be granted to allow a use not permitted under the terms of this Ordinance in the district involved. In granting a variance the Board may prescribe appropriate conditions in conformity with this Ordinance. When such conditions are made part of the terms under which the variance is granted, violation of the conditions is a violation of this Ordinance. A variance shall not be granted by the Board unless it conforms to the following standards:
1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and do not result from the actions of the petitioner.
 2. Literal interpretation of the provisions of this Ordinance would deprive the petitioner of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.
 3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same district.
 4. The proposed variance will not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.
 5. FINANCIAL SAVINGS WILL NOT CONSTITUTE A HARDSHIP.

THE FOLLOWING INFORMATION MUST BE FURNISHED IN ORDER TO PROCESS THE APPLICATION

1. A letter from the applicant(s) which should address the following:
 - Explain (in detail) the variance you are requesting (giving distances where appropriate).
 - Conditions or peculiar difficulties to the structure or land, which makes a variance necessary.
 - Why do you feel a variance should be granted in this instance?
2. Payment of application fee (~~\$125~~ ^{\$250} residential; \$275 non-residential)
3. Residential applications requiring the submittal of a stormwater plan shall submit a \$150 non-refundable stormwater plan review fee.
4. Non-residential variance requests are required to submit an escrow payment in the amount of \$1,000.00.

****Additional information may be requested by staff, based on the proposal. Additional consulting review fees may apply, such as civil engineering and legal counsel.**

5. Certificate of Survey with north arrow indicating existing structures and proposed additions or modification to structures.
6. Show all distances of buildings and structures from property lines.
7. Show any unique features to property associated with variance request (i.e. trees, ravines, steep slopes, etc.).
8. Stormwater Plan for all properties located within the Shoreland Overlay District and for all properties that currently exceed, or propose to exceed, the hardcover maximum identified in the applicable zoning district.

The Planning Commission may or may not hold a public hearing on the request (based on the amount of the variance requested). The Planning Commission should make a recommendation to the City Council within sixty (60) days. If they do not, the City Council may proceed without the Planning Commission's recommendation.

The City Council may approve, approve with conditions, or deny the variance. If a variance is denied the applicant cannot resubmit a variance request for that same property until six (6) months has lapsed. If a variance is approved, it should be made use of within one (1) year or it will become void.

A violation of any condition set forth in the granting of the variance shall be a violation of the zoning ordinance and automatically terminate the variance.

Applicant's Signature: 

Date: 1-2-24

Printed Name: Andrew Vasets

Property Owner Signature: 

Date: 1-2-24

Printed Name: Andrew Vasets

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 8th, 2024, at 6:30 P.M., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a variance request for the property located at 32 Vine Street North.

The City is considering a variance request by Andrew Vasek for the property located at 32 Vine Street North to construct an addition that exceeds the minimum side yard setbacks in the R-4, Mixed Residential District.

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 February 8th, 2024. 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:

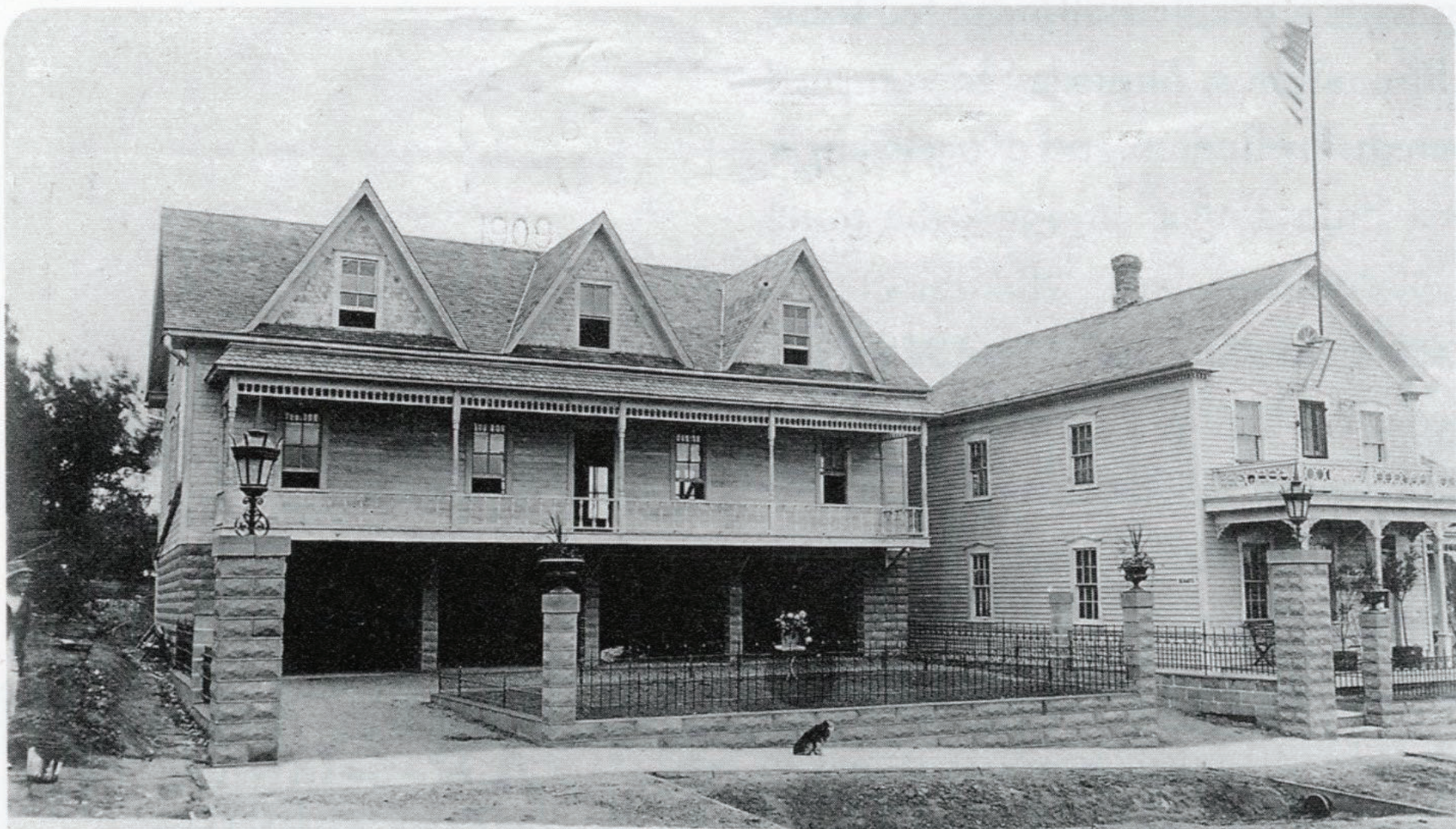
Mail/in person: Ethan Nelson, 201 South Vine Street, Waconia, MN 55387

Email: enelson@waconia.org

By: WACONIA PLANNING COMMISSION

ATTEST: Ethan Nelson, Assistant Planner

(Published in the January 25th, 2024 Waconia Patriot newspaper)



Automobile Garage, Waconia, Minn.

W. J. Scharmer, Publisher.

1909 Post Card of Amblard's
Automobile Garage and Hotel on
North Vine Street *Lee Erhard*

vehicle. Meanwhile, because owned
the tricky part was to figure out how
maintain a livelihood, while the
appeared around the Waconia con

5269 — Amblard Automobile Garage and Club House,
Waconia, Minn.



The garage was the bottom story of the Club House, with rooms in the second story. *Marvin Mackenthun*



The dining room
lake. *Ada Wein*















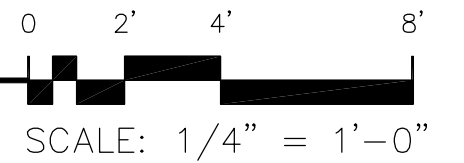
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MLITTFIN@HOTMAIL.COM
320-224-7844



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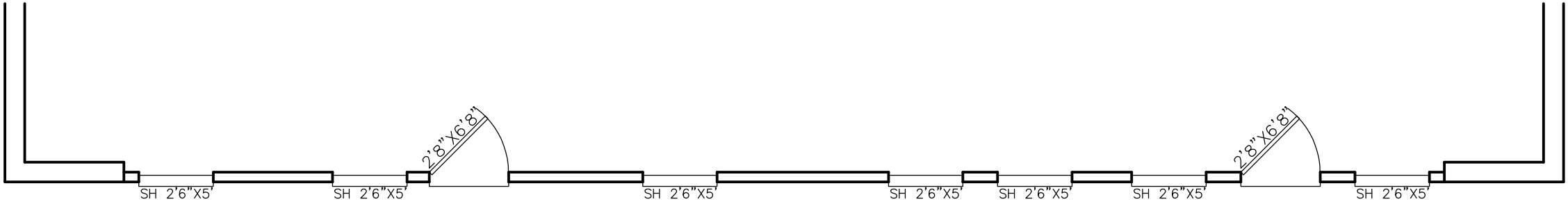
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

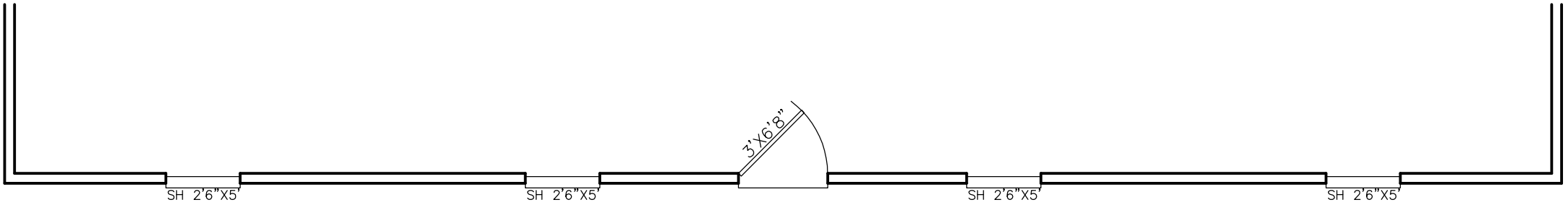
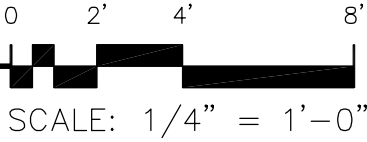




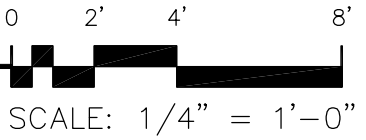
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MLITTFIN@HOTMAIL.COM
320-224-7844



1 EXISTNG FIRST FLOOR
SCALE: 1/4" = 1'-0"



2 EXISTING SECOND FLOOR
SCALE: 1/4" = 1'-0"





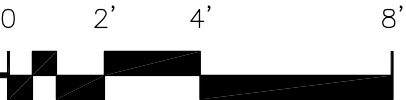
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MLITTFIN@HOTMAIL.COM
320-224-7844



1

PROPOSED FRONT ELEVATION

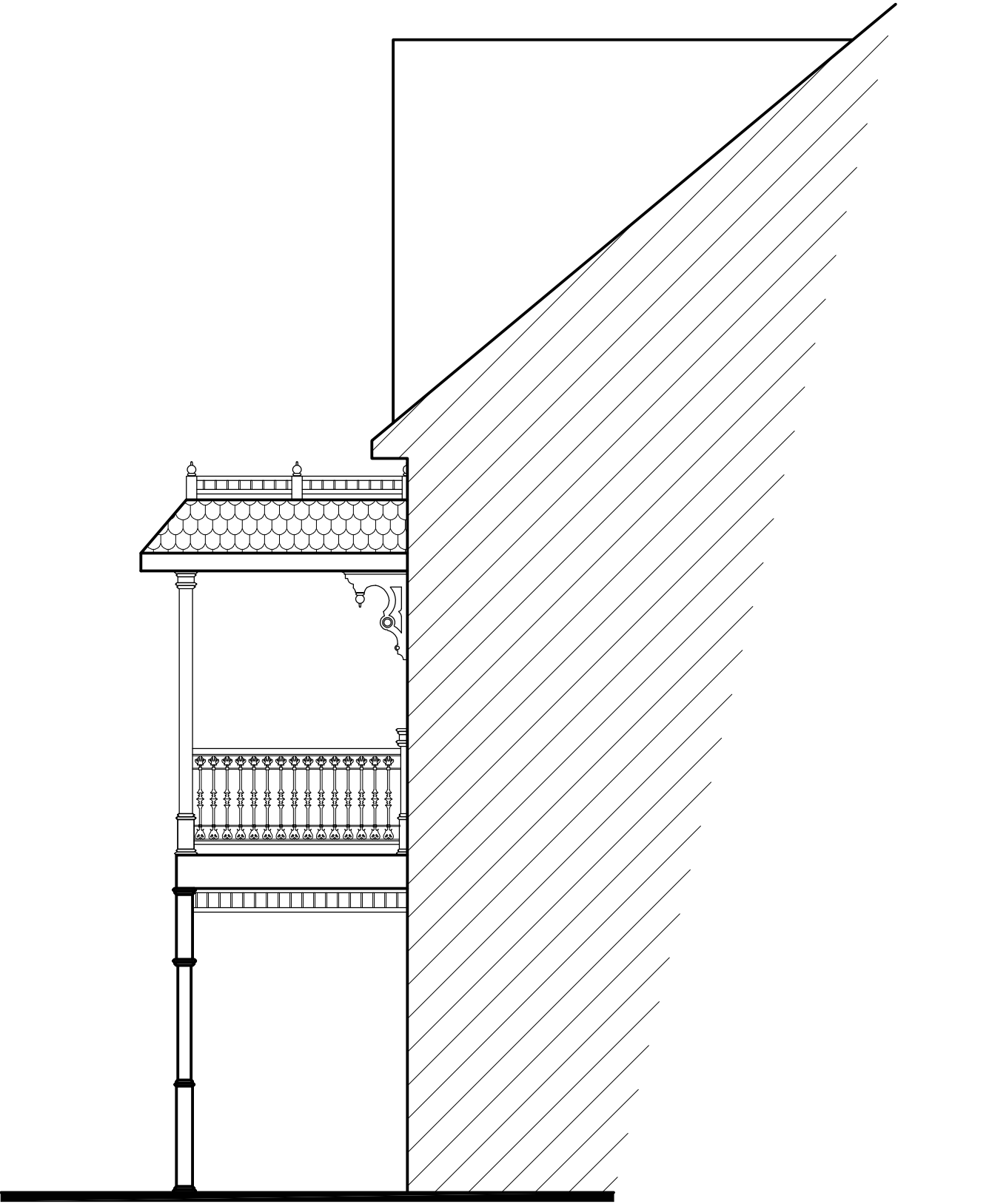
SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"



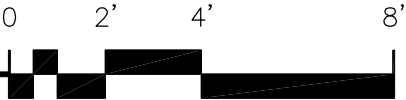
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1

PROPOSED SIDE ELEVATION

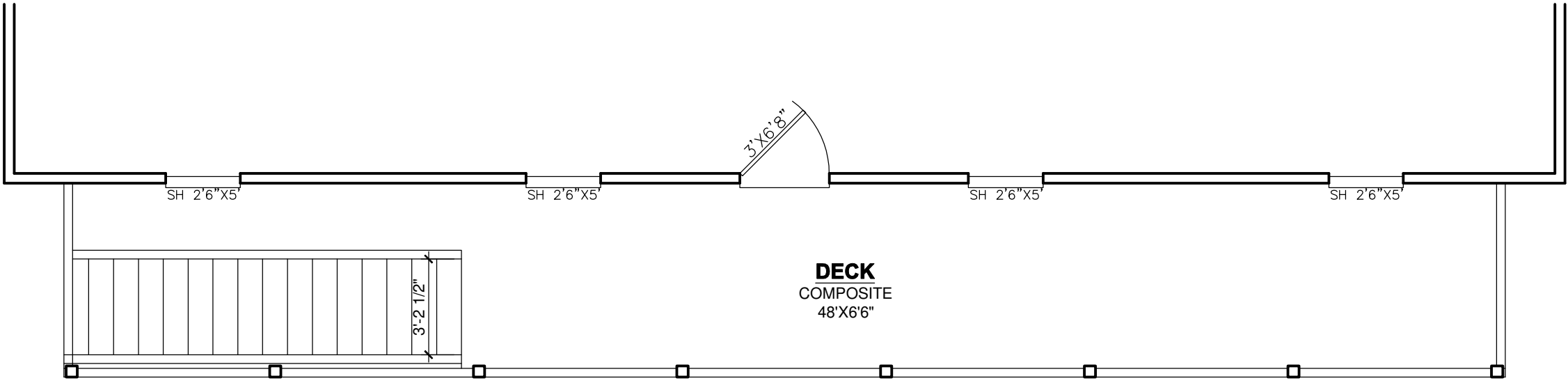
SCALE: 1/4" = 1'-0"



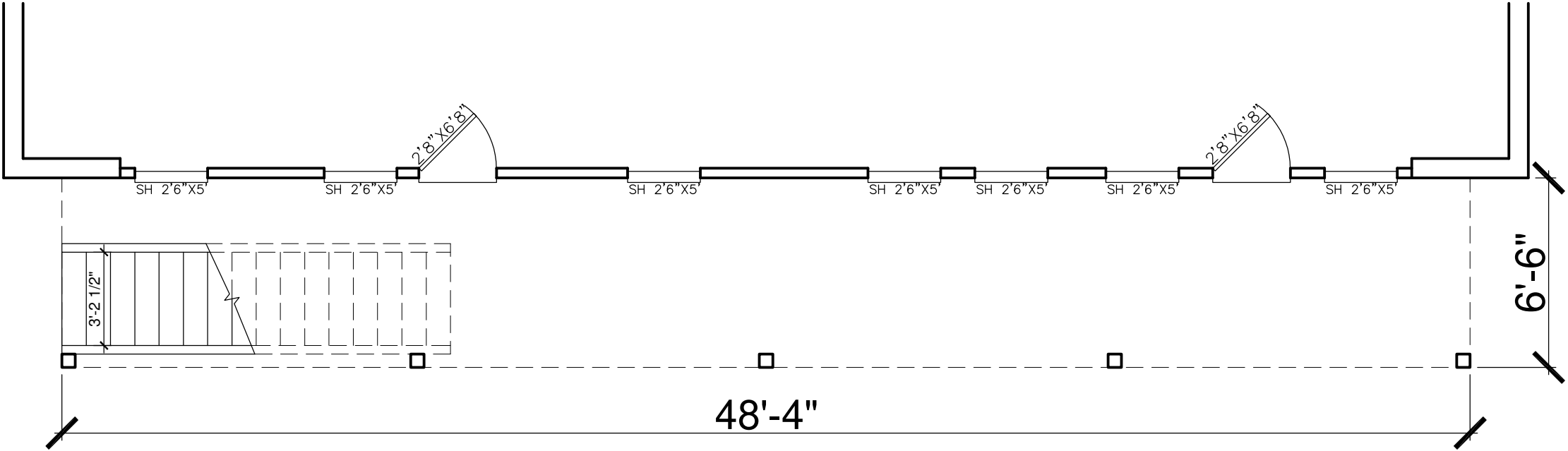
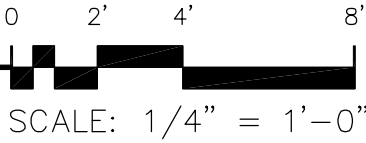
SCALE: 1/4" = 1'-0"



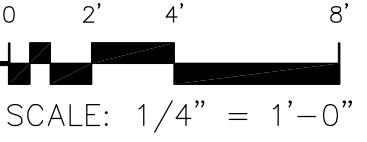
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2 PROPOSED SECOND FLOOR
SCALE: 1/4" = 1'-0"

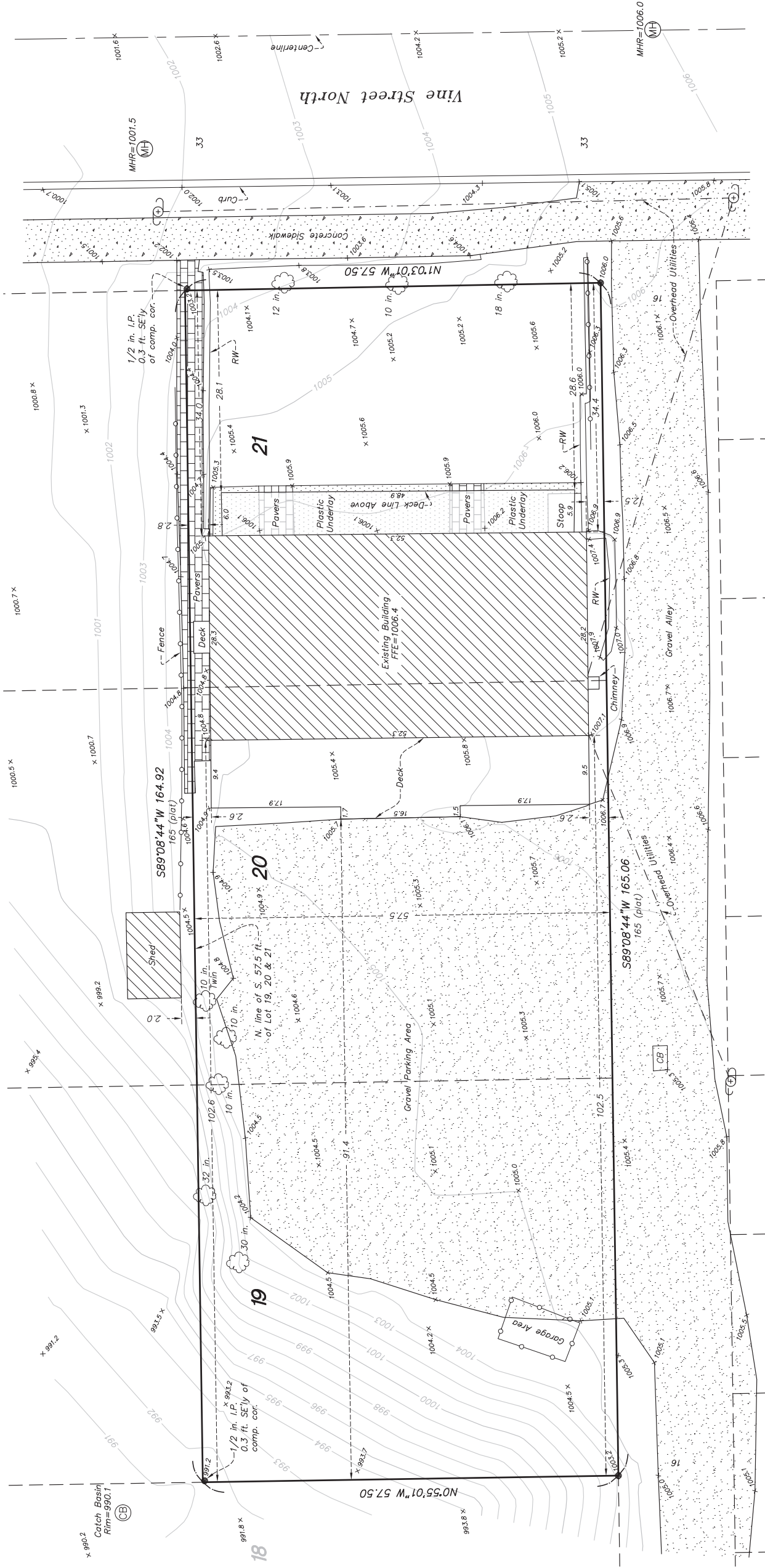


1 PROPOSED FIRST FLOOR
SCALE: 1/4" = 1'-0"



Certificate of Survey

Prepared for:
Mathews & Vasek Construction



Site Address:
32 Vine Street N.
Waconia, MN 55387

Boundary Description (supplied by client)
The South 37.5 feet of Lots 19, 20 and 21, Block 36, VILLAGE OF WACONIA, according to the recorded plat therein, Carver County, Minnesota. Subject to any and all easements of record.

- Notes:
- 1. This survey was completed without the benefit of a current title commitment.
 - 2. Bearings and elevations based on assumed datum.
 - 3. Not all trees on the subject property were located for this survey.
 - 4. Only visible evidence of utilities were located for this survey.

Existing Hardcover	(sq. ft.)
Building/Chimney	1,490
Deck (east)	288
Deck (west)	521
Deck (north)	10
Retaining Walls	59
Pavers	16.3
Plastic Underlay	46
Stoop	5
Gravel	3,425

Total = 5,997

Area of pavers, stoop and plastic underlay which lie below the deck (east) are not included in hardcover total.

Parcel Area = 9,487

Total Hardcover = 63.2%

10

0

5

10

20

SCALE

1 inch = 10 feet

N

▲

●

Found Iron Monument

⊕

Manhole

⊕

Utility Pole

—

Existing Elevation

—

Existing Contour

CB

Catch Basin

RW

Retaining Wall

⊕

Tree (deciduous)

Legend



Whitetail Land Surveying
10722 200th Street
Silver Lake, MN 56381
320-535-5194
WhitetailSurveying.com

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

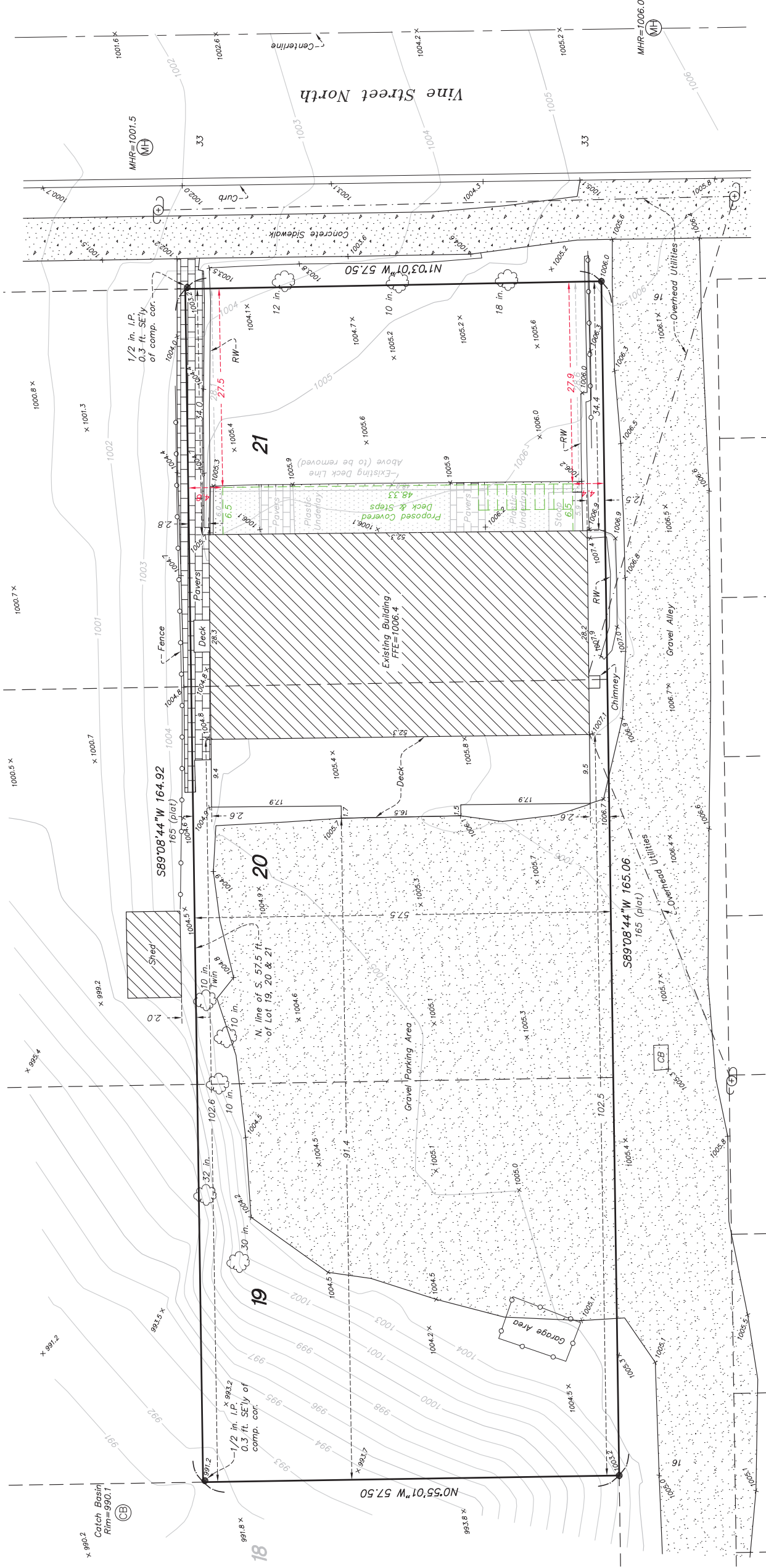
Douglas M. Smith
Douglas M. Smith

Date: June 11, 2023 Registration No. 59130

Job Number: 23091
Field Date: 6/6/23, 6/8/23
Drawing Name: MVC.dwg
Drawn by: DWS
Revisions:

Certificate of Survey

Prepared for:
Mathews & Vasek Construction



Site Address:
32 Vine Street N.
Waconia, MN 55387

Boundary Description (supplied by client)
The South 37.5 feet of Lots 19, 20 and 21, Block 36, VILLAGE OF WACONIA, according to the recorded plat therein, Carver County, Minnesota. Subject to any and all easements of record.

- Notes:
- 1. This survey was completed without the benefit of a current title commitment.
 - 2. Bearings and elevations based on assumed datum.
 - 3. Not all trees on the subject property were located for this survey.
 - 4. Only visible evidence of utilities were located for this survey.

Existing Hardcover	(sq. ft.)
Building/Chimney	1,480
Deck (east)	288
Deck (west)	521
Deck (north)	10
Retaining Walls	59
Pavers	163
Plastic Underlay	46
Stoop	5
Gravel	3,425
Total	5,997

Area of pavers, stoop and plastic underlay which lie below the existing deck (east) are not included in hardcover total.

Parcel Area = 9,487

Total Hardcover = 63.2%

Proposed Hardcover	(sq. ft.)
Prop. Covered Deck/Steps	314
Building/Chimney	1,480
Deck (west)	521
Deck (north)	10
Retaining Walls	59
Pavers	158
Plastic Underlay	23
Stoop	7
Gravel	3,425
Total	5,997

Area of pavers, stoop and plastic underlay which lie below the proposed deck (east) are not included in hardcover total.

Parcel Area = 9,487

Total Hardcover = 63.2%

Legend

●

Found Iron Monument

⊕

Manhole

⊕

Utility Pole

—000—

Existing Elevation

—

Existing Contour

CB

Catch Basin

RW

Retaining Wall

Tree (deciduous)

SCALE

10

0

5

10

20

1 inch = 10 feet



Whitetail Land Surveying
10722 200th Street
Silver Lake, MN 55381
WhitetailSurveying.com

Douglas M. Smith
Douglas M. Smith

Date: December 29, 2023 Registration No. 59130

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

Job Number:	23091
Field Date:	6/6/23, 6/8/23
Drawing Name:	MVC.dwg
Drawn by:	DWS
Revisions:	12/29/23 (proposed deck)

24 JAN 2024

City of Waconia City Council
and Planning Commission
201 South Vine St.
Waconia, MN 55387

Subj: Letter of Support for Andy Vasek

Dear members of the City Council and Planning Commission,

Andy Vasek is a new member of the Waconia Heritage Association (WHA), joining us about one year ago. He is the owner of the old Amblard building at 32 Vine St North. This historic building is all that remains of Amblard's Club House and Garage which was used by Automobile Clubs in the early 1900's. (Further information can be obtained by looking at pages 98-99 in our book: Waconia, Paradise of the Northwest. The Lake and its Island).

Andy used the Waconia Heritage Association's photo resources to create a plan for the partial restoration of this building. This plan was presented to the other members of the WHA at our most recent meeting on 3JAN2024. He explained that the new front of the building has been designed with modern codes in mind, and with an attempt to return the front of the building's appearance to as close to original as possible.

Andy is very interested in Waconia's history and his plan to return this building to a near original appearance will improve the old downtown appearance of the City.

The membership of the WHA attending the meeting were very interested and impressed with the plans for the building. If approved by you, Waconia will benefit from it appearance, and encourage other restorations in the City. This is a major desire of our organization.

Sincerely;

A handwritten signature in cursive script, reading "Frederick Gramith". The signature is written in dark ink and is positioned above the printed name and title.

Frederick Gramith
President
Waconia Heritage Association