

WACONIA CITY COUNCIL MEETING AGENDA



Tuesday, January 2, 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 January 2, 2024 Expenditures](#)
Approve Payment of January 2, 2024 Expenditures
- 2) [Adopt Resolution No. 2024-001 Appointing Acting Mayor](#)
Adopt Resolution 2024-001 Appointing Acting Mayor
- 3) [Adopt Resolution No. 2024-002 Appointing Council Representatives to Advisory Boards](#)
Adopt Resolution 2024-02 Appointing Council Representatives to Advisory Boards
- 4) [Adopt Resolution No. 2024-003 Appointing Council Liaison Appointments](#)
Adopt Resolution 2024-003, Appointing Council Liaison Appointments
- 5) [Adopt Resolution No. 2024-004 Approving Council Committee Appointments](#)
Adopt Resolution 2024-004 Approving Council Committee Appointments

- 6) [Adopt Resolution No. 2024-005 Appointing Bond Counsel](#)
Adopt Resolution 2024-005, Appointing Bond Counsel
- 7) [Adopt Resolution No. 2024-006 Appointment of City Attorney](#)
Adopt Resolution 2024-06 Appointing City Attorney
- 8) [Adopt Resolution No. 2024-007 Designating Official Newspaper](#)
Adopt Resolution 2024-007 Designating Official Newspaper
- 9) [Adopt Resolution No. 2024-008 Appointment of Consulting Engineer](#)
Adopt Resolution 2024-008 Appointing Consulting Engineer
- 10) [Adopt Resolution No. 2024-009 Appointment of City Insurance Agent](#)
Adopt Resolution 2024-009 Appointing a City Insurance Agent
- 11) [Adopt Resolution No. 2024-010 Appointment of Fiscal Advisor](#)
Adopt Resolution 2024-010 Appointing Fiscal Advisor
- 12) [Adopt Resolution No. 2024-011 Designating Official Depositories](#)
Adopt Resolution 2024-011 Designating Official Depositories
- 13) [Adopt Resolution No. 2024-012 Approving Park Board Appointments](#)
Adopt Resolution No. 2024-012 Approving Park Board Appointments
- 14) [Adopt Resolution No. 2024-013 Approving Temporary On-Sale Liquor License for the Church of St Joseph](#)
Adopt Resolution 2024-013 Approving Temporary On-Sale Liquor License Applications for Church of St Joseph
- 15) [Adopt Resolution No. 24-014 Approving Application for Exempt Permit for Church of St. Joseph](#)
Adopt Resolution No. 2024-014 Approving Application for Exempt Permit, Church of St. Joseph
- 16) [Adopt Resolution No. 2024-015 Approving Orchard Park Right of Way and Storm Sewer Joint Powers Agreement](#)
Adopt Resolution #2024-015 Approving Joint Powers Agreement for CSAH 10
- 17) [Adopt Resolution No. 2024-016 Approving Security System Upgrades - CIP Projects #757 and #758](#)
Adopt Resolution No. 2024-016 Authorizing Security System Upgrades with USA Security for the Ice Arena and Grandstand
- 18) [Adopt Resolution No. 2024-017 Approving Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2023](#)
Adopt Resolution 2024-017 Approving Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2023
- 19) [Adopt Resolution No. 2024-018 Accepting Donation and Approving Pass Thru Recommendation - Waconia Fire Relief Association](#)
Adopt Resolution 2024-018 Accepting Donation and Approving Pass Thru Recommendation from Waconia Fire Relief Association
- 20) [Adopt Resolution No. 2024-019 Accepting Grant Proceeds for Inflow & Infiltration - Metropolitan Council](#)
Adopt Resolution No. 2024-019 Accepting Grant Proceeds from the Metropolitan Council for Inflow & Infiltration Projects 2021-2022
- 21) [Adopt Resolution No. 2024-020 Accepting Cash Donations for Operations of the Fire Department](#)
Adopt Resolution 2024-020 Accepting Cash Donations for Operations of the Fire Department
- 22) [Approve 2023 Infrastructure Improvement Project Pay Request #3 with GMH Asphalt, Inc.](#)
Motion to approve Pay Request No. 3 to GMH Asphalt, Inc. for the 2023 Infrastructure Improvement Project
- 23) [Approve Waconia Downtown Reconstruction - Phase 1 Pay Request #7 with GMH Asphalt](#)
Motion to approve pay estimate No. 7 to GMH Asphalt, Inc. for the Waconia Downtown Reconstruction - Phase 1
- 24) [Adopt Resolution No. 2024-024 Approving Waconia Works Loan for 25 1st Street West](#)
Adopt Resolution No. 2024-024 Approving Waconia Works Loan for 25 1st Street West

6. COUNCIL BUSINESS

- 1) [Adopt Resolution No. 2024-021 Sidewalk Snow Removal - Stonegate Home Owners Association](#)
Motion to adopt Resolution No. 2024-021 Amending the 2024/2025 Winter Maintenance

- PolicySidewalk Snow Removal - Stonegate Home Owners Association
- 2) [Adopt Resolution No. 2024-022 Accepting Cash Donations for City Square Park War Memorial Monument Restoration](#)
Adopt Resolution #2024-022 Accepting Cash Donations for City Square Park War Memorial Monument Restoration from Community Giving on Behalf of American Legion Post No. 150
 - 3) [Adopt Resolution No. 2024-023 Approving a Special Event Permit - Polar Plunge](#)
Adopt Resolution #2024-023 Approving a Polar Plunge Special Event Permit

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: Laketown Township Bonding Support, 2024 Music/Movie in the Park, Volunteer Recognition

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Planning Commission - January 4th at 6:30 p.m.
Martin Luther King Day - January 15th (Offices Closed)
Senate Bonding Tour - January 16th at 9:30 a.m. at Twin Cities Orthopedic
City Council - January 16th at 6:00 p.m.
Park Board - January 18th at 6:30 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024			
Item Name:		Approve January 2, 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 January 2, 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 January 2, 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:			Planning Commission		
_____ Budgeted			Parks and Recreation Board		
_____ Non Budgeted			Safari Island Advisory Board		
_____ Amendment Required			Other		



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-001 Appointing Acting Mayor					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-001 Appointing Acting Mayor							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Resolution No. 2024-001 Appointing Acting Mayor							
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:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-002 Appointing Council Representatives to Advisory Boards					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-02 Appointing Council Representatives to Advisory Boards							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Resolution No. 2024-002 Appointing Council Representatives to Advisory Boards							
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:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-003 Appointing Council Liaison Appointments					
Originating Department:		Administration					
Presented by:		Ann Meyerhoff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-003, Appointing Council Liaison Appointments							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Resolution No. 2024-003 Appointing Council Liaison Appointments							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-003**

RESOLUTION APPOINTING COUNCIL LIAISON APPOINTMENTS

WHEREAS, Mayor Nicole Waldron recommends that a Council Member be appointed to attend various meetings as a liaison to the Council; and

WHEREAS, Mayor Nicole Waldron recommends the appointment of Steve Yetzer as Council Liaison to the Southwest Corridor Transportation Coalition; and

WHEREAS, Mayor Nicole Waldron recommends the appointment of Jeff Grengs as Council Liaison to Independent School District 110 and District 110 Community Education Advisory Council; and

WHEREAS, Mayor Nicole Waldron recommends the appointment of Nicole Waldron to the RMC Board of Directors Ex-Officio; and

WHEREAS, Mayor Nicole Waldron recommends the appointment Steve Yetzer as Council Liaison to the Carver County Leaders, and

WHEREAS, Mayor Nicole Waldron recommends the appointment of Steve Yetzer as Council Liaison to the Chamber of Commerce.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the Council Representative Liaison appointments as recommended by Mayor Waldron.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-004 Approving Council Committee Appointments					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-004 Approving Council Committee Appointments							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u> 1. Resolution No. 2024-004 Approving Council Committee Appointments							
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:		January 2, 2024			
Item Name:		Adopt Resolution No. 2024-005 Appointing Bond Counsel			
Originating Department:		Administration			
Presented by:		Shane Fineran			
Previous Council Action (if any):					
Item Type (X only one):	Consent	☒ X	Regular Session		Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>					
Adopt Resolution 2024-005, Appointing Bond Counsel					
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>					
Attachments: 1. Resolution No. 2024-005 Appointing Bond Counsel					
FINANCIAL IMPLICATIONS: Funding Sources & Uses:			ADVISORY BOARD RECOMMENDATIONS:		
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required			Planning Commission		
			Parks and Recreation Board		
			Safari Island Advisory Board		
			Other		

**CITY OF WACONIA
RESOLUTION NO. 2024-005
RESOLUTION APPOINTING BOND COUNSEL**

WHEREAS, Mayor Nicole Waldron has recommended the appointment of the following firm as Bond Counsel for 2024:

Taft, Stettinius, & Hollister, LLP

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the appointment of the above noted firm as Bond Counsel for 2023.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	January 2, 2024					
Item Name:	Adopt Resolution No. 2024-006 Appointment of City Attorney					
Originating Department:	Administration					
Presented by:	Shane Fineran					
Previous Council Action (if any):						
Item Type (X only one):	Consent	☒	X	Regular Session		Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>						
Adopt Resolution 2024-06 Appointing City Attorney						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
Staff recommends that the City of Waconia continue representation with Melchert, Hubert, Sjodin, PLLP for 2024. Terms are substantially similar to last year with a 4% increase.						
Attachments: 1. Resolution No. 2024-006 Appointing City Attorney 2. MHS Engagement Letter						
FINANCIAL IMPLICATIONS: Funding Sources & Uses:				ADVISORY BOARD RECOMMENDATIONS:		
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission		
				Parks and Recreation Board		
				Safari Island Advisory Board		
				Other		

**CITY OF WACONIA
RESOLUTION NO. 2024-006
RESOLUTION APPOINTING CITY ATTORNEY**

WHEREAS, The City of Waconia annually reviews the designation of its City Attorney.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the appointment of Melchert Hubert Sjodin as City Attorney for 2024.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

J. Michael Melchert, Esq.

Direct Dial:
(952) 442-7788

Email Address:
mmelchert@mhsllaw.com



121 West Main Street, Suite 200
Waconia, Minnesota 55387
Telephone: (952) 442-7700

OTHER OFFICES
Chaska, Minnesota
Hutchinson, Minnesota

www.mhsllaw.com

December 18, 2023

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

***Re: Waconia City Attorney
2024 Representation***

Dear Shane:

Melchert Hubert Sjodin, PLLP, respectfully requests that the City of Waconia (the "City") appoint our firm as City attorneys for 2024. This letter confirms terms of representation. As you will see, the terms are substantially similar to last year, except we are requesting a 4.0% cost of living increase for 2024. If the City approves, please sign both copies of this letter, keep one for the City's file and return the other to me.

SCOPE OF SERVICES

We will provide usual and customary legal services to the City as requested by the City. In certain instances, due to the need for particular expertise or due to a conflict of interest, it may be necessary for the City to retain other legal counsel. The City acknowledges this possibility and that our representation does not entail a continuing obligation to advise the City concerning legal developments bearing on the City's affairs generally or, after the completion of any matter, subsequent legal developments.

STAFFING

I will serve as your primary contact. When questions or comments arise about our services, staffing, billing, or other aspects of our representation, please contact me. My direct dial telephone number is (952) 442-7788. It is important that you are satisfied with our services and responsiveness.

Shane Fineran

December 18, 2023

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We strive to provide quality legal services in an efficient, economical manner. To do this, we sometimes involve other attorneys and paralegals from our firm. Although this approach might appear to be a duplication of effort, under certain circumstances this practice facilitates communication, improves the quality of the work and ultimately is more economical.

RESPONSIBILITIES

Based upon information and guidance provided by you, we will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. You agree to cooperate fully in all matters relating to the work we are performing and to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of developments relating to the matter. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. Your responsibilities will further include approving negotiations and business terms in documents; approving causes of action and parties to any litigation; and determining acceptable terms of any compromise, settlement, or agreement. In addition, you will be responsible for advising us whether any document we have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement, or other expectations, as the case may be.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and may not be construed by you as a promise or guaranty of any particular result.

FEES, DISBURSEMENTS, AND OTHER CHARGES

Our fees will be based on the complexity of the particular matter, the skill and experience of the attorney providing the service and the amount of time spent by attorneys and paralegals on the matter. Each lawyer and paralegal has an hourly billing rate based generally on his or her experience and expertise. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee.

My standard billing rate is \$305.00 per hour. We have agreed to reduce billing rates for certain services provided to the City, as a governmental entity, in accordance with the schedule set forth on **Exhibit A** attached hereto. Time devoted by paralegals is charged at billing rates currently ranging from \$150.00 to \$160.00 per hour. These rates are adjusted from time to time to reflect increased experience and inflationary cost increases affecting our practice, and the

Shane Fineran
December 18, 2023
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adjusted rates will apply to all services performed thereafter. Our hourly rates are adjusted as of January 1 of each year.

Other factors may be considered in determining our fees, including the novelty and difficulty of the questions involved; the skill needed to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved and results obtained; and any other factors that may be relevant under applicable rules of professional conduct. However, these factors will not result in our fees exceeding the indicated amounts based on our hourly rates without prior discussion with you.

In addition to our fees, we will expect payment for disbursements and other charges as billed. You authorize us to incur all reasonable costs and to retain any investigators, consultants, or experts necessary, in our judgment, in our representation of the City.

Each month we will furnish you with a statement describing our services, disbursements and other charges (in a format and with such detail as you and we may agree). There is often an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges will be billed at the same time as the related legal services. Also, statements for a matter that has a fee of less than \$250.00 may be held for a month if we anticipate additional fees the next month.

TERMINATION

Either party may terminate our appointment as City Attorney at any time, with or without cause.

GENERAL PROVISIONS

Enclosed is a statement entitled *General Provisions of Representation* setting forth additional terms and conditions, which are incorporated into this letter and apply to our representation to the extent not expressly inconsistent with this letter. If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing in the space provided below and returning a signed copy to me.

Shane Fineran
December 18, 2023
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We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



J. Michael Melchert

JMM/clw

The City of Waconia acknowledges and agrees to the terms and conditions set forth in this letter (including the attached *General Provisions of Representation* and **Exhibit A**).

The City of Waconia appoints J. Michael Melchert and Melchert Hubert Sjodin, PLLP, as City Attorney to represent the interests of the City of Waconia in the matters which are the subject of this letter.

Shane Fineran, City Administrator

GENERAL PROVISIONS OF REPRESENTATION

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Melchert Hubert Sjodin, PLLP, and our clients:

(1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.

(2) In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, facsimiles, word processing, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.

(3) Although we may, from time to time, furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

(4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.

(5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.

Shane Fineran

December 18, 2023

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(6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

(7) If any attorney providing services to you leaves our firm, we will work with you to replace that attorney with someone acceptable to you.

EXHIBIT A
Waconia City Attorney 2023 Fee Schedule

We will provide the following types of services for the fees indicated. If a firm attorney with an hourly rate lower than the rate quoted in this schedule provides the billed services, the lower hourly rate will be billed to the City.

1. Public Meetings. We will attend City Council meetings and, as requested, other public meetings. Our rate for attendance at such meetings is \$188.00 per hour.
2. Routine Code Amendments and Code Enforcement. We will provide requested legal services in relation to minor amendments to the City Code and preparation of basic ordinances and enforcement of basic City Code provisions (utility hookup, nuisance, animal, etc.) including litigation. Our rate for these services is \$241.00 per hour.
3. Municipal Finance/Chapter 429. We will provide requested legal services to the City in relation to public financing, tax increment financing and financing of public improvements pursuant to Minnesota Statutes Chapter 429. We are not bond counsel. Our rate for these services is \$260.00 per hour.
4. Personnel and Labor Relations. We will provide requested legal services to assist the City in personnel matters including but not limited to, employment practices, employment disciplinary proceedings, employment contracts, data practices act matters, and personnel policy review and analysis. Our rate for these services is \$241.00 per hour.
5. Economic Development. We will provide requested legal services in relation to economic development and redevelopment projects including, but not limited to, land acquisition, land sales, covenant preparation, negotiations with developers and drafting agreements. Our rate for these services is our standard hourly rate.
6. Eminent Domain. We will provide requested legal services in relation to condemnation of land and relocation benefits and litigation related thereto. Our rate for these services is \$241.00 per hour.
7. Land Use and Construction Litigation. We will provide requested representation of the City in pre-litigation negotiation, litigation and alternative dispute resolution relating to land use and construction matters. Our rate for these services is our standard hourly rate.

Shane Fineran

December 18, 2023

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8. Routine Land Use Matters. We will provide requested legal services for simple and routine land use matters such as minor subdivisions, one parcel conditional use permits (excepting big box) or variances and minor amendments to the zoning and subdivision provisions of the City Code. Our rate for these services is \$241.00 per hour.
9. Complex Land Use Matters. We will provide requested legal services for more complex land use matters including, but not limited to, subdivision review and approval, rezoning requests, major amendments to or new comprehensive plans, major revisions to zoning ordinances or subdivision ordinances, big box conditional use permits, annexation matters, negotiations with developers and other governmental agencies and utility companies and preparation of development agreements and resolutions. Our rate for these services is our standard hourly rate.
10. Environmental Review. We will provide requested legal services for City environmental matters including services related to the preparation and review of EAWs, AUARs and EISs. Our rate for these services is our standard hourly rate.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-007 Designating Official Newspaper					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-007 Designating Official Newspaper							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Resolution No. 2024-007 Designating Official Newspaper							
FINANCIAL IMPLICATIONS: Funding Sources & Uses:			ADVISORY BOARD RECOMMENDATIONS:				
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required			Planning Commission				
			Parks and Recreation Board				
			Safari Island Advisory Board				
			Other				

CITY OF WACONIA

RESOLUTION NO. 2024-007

RESOLUTION DESIGNATING OFFICIAL NEWSPAPER

WHEREAS, The City must annually designate an Official Newspaper.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the designation of *The Waconia Patriot* as Official Newspaper for 2024.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	January 2, 2024					
Item Name:	Adopt Resolution No. 2024-008 Appointment of Consulting Engineer					
Originating Department:	Administration					
Presented by:	Shane Fineran					
Previous Council Action (if any):						
Item Type (X only one):	Consent	☒	X	Regular Session		Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>						
Adopt Resolution 2024-008 Appointing Consulting Engineer						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
Staff Recommends that the City of Waconia contract with Bolton & Menk, Inc for professional engineering services in 2024.						
<u>Attachments:</u>						
1. Resolution No. 2024-008 Appointing Consulting Engineer of Bolton & Menk, Incorporated						
2. Bolton & Menk Engagement Letter 2024						
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. 2024-008

RESOLUTION APPOINTING CONSULTING ENGINEER

WHEREAS, The City of Waconia annually reviews the designation of its City Engineer.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the appointment of Jake Saulsbury/Bolton & Menk, Inc. as Consulting Engineer for 2024.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

December 19, 2023

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

RE: 2024 Professional Engineering Services

Dear Mr. Fineran:

We are pleased to once again offer professional engineering services to the City of Waconia for 2024 in accordance with the attached Fee Schedule. We look back with great satisfaction on the important projects we have been able to complete with you and your staff at the direction of the City Council. I have every confidence that our long-term knowledge of your community and understanding of your needs coupled with cooperation and hard work will result in the continued advancement of the City's vision for its future.

It is also my pleasure to inform you we will continue to offer the "municipal discount" for key staff members serving your City. This discount applies to day-to-day general engineering items and is intended to minimize the engineering impact on the General Fund budget. For your City, the municipal discount includes the following:

- Kreg Schmidt - First 10 hours/month at \$65/hour
- Jake Saulsbury - First 15 hours/month at \$60/hour
- Ryan Johnson - First 15 hours/month at \$55/hour

Further, we have not changed our fee for City Council meeting attendance or Planning Commission meeting attendance. We have also not changed our design fees for City projects. All of these fees have remained unchanged for well over 10-years. The fee structure items identified above reflect our continued commitment to provide you high quality and full service municipal engineering services with increasing value and efficiency.

Please review the attached information and contact me with any questions you may have. **We are committed to providing you with the superior service you expect and require as together we work to build a safe, sustainable and beautiful community.**

Respectfully Submitted,
Bolton & Menk, Inc.

Kreg J. Schmidt, P.E.
Vice President

Bolton & Menk is an equal opportunity employer.

2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
Municipal Project Design Fee - Final Plans and Specifications (Well Defined Scope)	6%
Municipal Project Design Fee - Final Plans and Specifications (State Aid & Federally Funded Projects)	8%
City Council/Planning Commission Meeting Attendance	\$60.00/Meeting
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

* No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-009 Appointment of City Insurance Agent					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-009 Appointing a City Insurance Agent							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. 2024-09 Insurance Agent Res.							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-009**

RESOLUTION APPOINTING A CITY INSURANCE AGENT

WHEREAS, The League of Minnesota Cities Insurance Trust ("LMCIT") requires cities to use the services of an insurance agent in order to participate in the LMCIT property/casualty program; and

WHEREAS, The City Council of the City of Waconia has reviewed and considered the written materials from LMCIT discussing the agent's role and compensation in LMCIT; and

WHEREAS, MC Agency, LLC has agreed that they are willing to provide the City the services listed below under the terms and conditions listed below;

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

1. MC Agency, LLC is hereby appointed as insurance agent for the purposes of the City's participation in the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty program.
2. The term of this appointment shall remain effective for a one-year period from the date of adoption.
3. As compensation for the services provided to the City as described in Paragraph 4 below, the agent will receive annually a fee not to exceed 4.5% of the annual premiums paid by the City to LMCIT for property, liability, and automotive coverages. This fee shall be included in the amounts billed to the City by LMCIT and shall be paid to the agent by LMCIT on the City's behalf.
4. The agent will perform for the City the following services:
 - a. Advise and assist the City in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
 - b. Advise and assist the City in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverages, alternative coverage forms, etc.
 - c. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
 - d. Advise the City on potential gaps or overlaps in coverages.
 - e. Review and prepare insurance certificates for outside parties who are involved in doing business with the City as requested.
 - f. Provide insurance counseling in areas such as Hold Harmless Agreements, Indemnity Clauses, and other contracts which the City becomes involved in such as Joint Powers Acts, etc.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-010 Appointment of Fiscal Advisor					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-010 Appointing Fiscal Advisor							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Resolution No. 2024-010 Appointment of Fiscal Advisors							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-010**

RESOLUTION APPOINTING FISCAL ADVISOR

WHEREAS, Ehlers & Associates has served as the City’s Fiscal Advisor for the last several years.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the appointment of fiscal advisor as recommended.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-011 Designating Official Depositories					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-011 Designating Official Depositories							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attachments: 1. Resolution No. 2024-011 Designating Official Depositories							
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:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-012 Approving Park Board Appointments					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-012 Approving Park Board Appointments							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City's Park Board currently has one vacancy due to the resignation of Andrew Anauo following his first full term. Interviews were conducted for the Park Board by the City's Personnel Committee in early December. Following the interviews, it is recommended that Ben Strasheim be appointed to the regular position (currently an alternate). This will be his first full term from January 1, 2024 through December 31, 2026. In addition, it is recommended that Tami Peterson be appointed to the alternate position for a term of January 1, 2024 through December 31, 2026.							
<u>Attachments:</u>							
1. Resolution No. 2024-012 Approving Park Board Appointments							
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:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-013 Approving Temporary On-Sale Liquor License for the Church of St Joseph					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-013 Approving Temporary On-Sale Liquor License Applications for Church of St Joseph							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received an application for a temporary on-sale liquor license from Church of St. Joseph for an event to be held on February 3, 2024. Sale and consumption of alcoholic beverage will be limited to the Education Center Commons and Gymnasium. Staff recommends approval of this request.							
Attachments:							
1. Resolution No. 2024-013 Temporary On-Sale Liquor License Church of St. Joseph							
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:	January 2, 2024					
Item Name:	Adopt Resolution No. 24-014 Approving Application for Exempt Permit for Church of St. Joseph					
Originating Department:	Administration					
Presented by:	Sue Schwalbe					
Previous Council Action (if any):	The Church of St. Joseph has submitted an application for an Exempt Permit to conduct a raffle at St. Joseph Education Center, 41 East First Street, February 3, 2024.					
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. 2024-014 Approving Application for Exempt Permit, Church of St. Joseph						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
<u>Attachments:</u> 1. Resolution No. 2024-014 Application for Exempt Permit Church of St. Joseph						
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:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-015 Approving Orchard Park Right of Way and Storm Sewer Joint Powers 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>							
Adopt Resolution #2024-015 Approving Joint Powers Agreement for CSAH 10							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The development of the Orchard Park neighborhood included the platting of future right of way needs and storm sewer oversizing to handle the future CSAH 10 extension south of Highway 5. During the entitlement process, the City had proceeded with negotiations with the developer to obtain the necessary right of way and construction of the necessary storm water improvements. It was intended for the City and County to enter into a Joint Powers Agreement consistent with the County's cost share policy. In a review of records and clean-up of outstanding financial items related to the development, the transfer of the property and payment by the County to the City is the final step to complete this item. The original Joint Powers Agreement had not been executed prior to the improvements being made, dedicated, or paid for by the City. A joint powers agreement is attached and upon execution will allow for the transfer of the right of way to the County as intended and allow for the County to reimburse the City for half of the right of way costs to total \$141,397.50 and storm sewer oversizing costs of \$2,812.00.							
<u>Attachments:</u>							
1. Resolution No. 2024-015 Approving Joint Powers Agreement on CSAH 10 2. Joint Powers Agreement for Construction on CSAH 10 with Carver County 3. Orchard Park Right of Way Location Map							
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			

**JOINT POWERS AGREEMENT FOR CONSTRUCTION ON
COUNTY STATE AID HIGHWAY/COUNTY HIGHWAY 10**

THIS AGREEMENT FOR CONSTRUCTION ON FUTURE COUNTY STATE AID HIGHWAY/COUNTY HIGHWAY 10, ("Agreement") shall be in effect from the date of execution and shall continue until the completion of the Project, by and between the City of Waconia ("City"), and the County of Carver ("County") (each sometimes hereinafter called "Party" and both sometimes collectively "Parties") the Parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, each of the Parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

WHEREAS, County State Aid Highway/County Highway 10 (CSAH/CH 10) is a duly dedicated public street, located within the corporate limits of City; and

WHEREAS, the Parties desire to undertake a joint project involving right of way acquisition, stormwater pond oversizing and storm sewer, and other incidentals, and to share the costs of such improvement as herein provided; and

WHEREAS, the authority of the Parties to enter into this Agreement is provided by Minnesota Statutes, Section 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner. The Project will be open to inspection of duly authorized representatives of the Parties at any time during normal business hours and as often as reasonably deemed necessary.

Section 1.03. Relationship To Other Contracts. The City and the County acknowledge that Contract Documents will be entered into by the County on behalf of the Parties with respect to the Project, and that Change Orders or other documents may be entered into by the County on behalf of the Parties, with respect to the Project. This Agreement shall be construed so as to give

the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the Parties and all amounts owed by one Party to the other have been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

Section 1.06 Enabling Authority. Minnesota Statutes, Section 471.59, authorizes two or more governmental units to jointly exercise any power common to the contracting Parties.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order, change order or supplemental agreement to the Contractor approved in writing, which may be electronic, by both Parties hereto and signed by the County Representative on behalf of the Parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.
- (c) **City:** the City of Waconia.
- (d) **City Representative:** Shane Fineran, City Administrator
- (e) **City/County Costs:** the direct and indirect costs of City and County employees performing services on behalf of the Project, and other incidentals.
- (f) **Concept and Design Phase Professional Services Costs:** the fees and costs for all professional services performed in concept and design phase activities for the Project.
- (g) **Construction Phase Professional Services Costs:** the fees and costs for all professional services performed in construction phase activities for the Project.
- (h) **Contract Documents:** drawings; Engineers Estimate; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the Project; approved by the Parties, or their respective representatives.

- (i) **Contractor:** the person or entity that is awarded the contract for the construction of the Project.
- (j) **County:** Carver County.
- (k) **County Representative:** Lyndon Robjent, P.E., Carver County Engineer.
- (l) **Engineers Estimate:** the professional engineer's opinion of probable cost prior to the bidding of the Project, which encompasses all projected costs tabulated for each Party.
- (m) **Project:** right of way acquisition, stormwater pond oversizing, storm sewer oversizing, and other incidentals.
- (n) **Project Costs:** all costs for and associated with the construction of the Project, excluding Concept and Design Phase Professional Services Costs, Construction Phase Professional Services Costs, and City/County Costs.
- (o) **Project Location:** Future alignment of CSAH/CH 10 from the TH 5/CSAH 10 roundabout to the southern property line of Property Identification Number (PID) 090270200, as generally depicted in **Exhibit A**.
- (p) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the Party relying thereon, and not the result of willful or negligent action or inaction of the Party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the Party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
 - (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
 - (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
 - (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.

- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.
- (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the Parties have no employment relationship and the Parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III **ALLOCATION OF DUTIES**

Section 3.01. Concept and Design Phase Activities. Concept and design phase activities, including, but not limited to, field surveys, right of way plats, design, engineering, right of way acquisition, and other matters, shall be completed by the Parties as follows:

City will complete all concept and design phase activities of the Project and procure necessary Concept and Design Phase Professional Services.

Section 3.02. Construction Phase Activities. Construction phase activities, including, but not limited to, the bid process, preparation of contract documents, awarding of contract, construction inspection and surveying and other matters, shall be completed by the Parties as follows:

City will complete all construction phase activities of the Project and procure necessary Construction Phase Professional Services.

Section 3.03. Contract Award. The Contract Documents shall be approved in writing, which may be electronic, by the Parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes, City will cause bids to be received by it for the construction of the Project and, subject to approval by the County if the low responsible bidder is more than the Engineers Estimate, shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.04. Project Construction. Subject to Uncontrollable Circumstances, the Parties shall cause the Project to be constructed in accordance with the Contract Documents. The County shall have the right to review and approve of any proposed changes to the plans and specifications as they relate to County's cost participation prior to the work being performed.

Section 3.05. Maintenance Upon Project Completion and Final Acceptance. Highway maintenance shall be completed by the Parties, upon project completion and final acceptance of the Project, as follows:

The Parties agree to perform highway maintenance responsibilities that are consistent with the Carver County Cost Participation Policy, Maintenance Section, as shown in **Exhibit B**, unless superseded by a separate highway maintenance agreement between the Parties. The City will perform all maintenance responsibilities on all streets under the City jurisdiction.

ARTICLE IV **PROJECT COST SHARING**

Section 4.01. Allocation.

(a) The Project Costs for all items shall be divided between the City and County as follows:

The County and City agree to evenly split (50% County/50% City) all right of way acquisition costs for right of way preservation for the future CSAH 10 alignment and also agree to evenly split oversizing costs for storm water treatment facilities and storm sewer as part of the Orchard Park development. Right of way acquisition includes all costs related to the acquisition of property except professional services. The City agrees to transfer property or easement rights to the County of City acquired property needed for the Project and future CSAH 10.

The total right of way acquisition cost is agreed by the Parties to be \$282,795. The total oversizing of storm sewer and storm water treatment facilities cost is agreed by the Parties to be \$56,237.

(b) The Concept and Design Phase Professional Services Costs and Construction Phase Professional Services Costs for all items shall be divided between the Parties as follows:

The County agrees to pay City ten percent (10%) of the County's cost share of the Project Costs associated with the oversizing of the stormwater treatment facilities and storm sewer as part of the Orchard Park Development for a lump sum reimbursement of \$2,812 to the City for costs incurred by City.

(c) All other costs including, but not limited to City/County Costs, shall be allocated between the Parties as follows:

The City and County agree to not bill each other for direct and indirect internal staff costs for the Project.

Section 4.02. Payments to Contractor. The City shall make partial progress payments to the Contractor and, upon approval of both Parties hereto, the final payment to the Contractor in accordance with the Contract Documents. The designated County Representative shall have the right to approve of any Change Orders prepared by the City that affect the County's share of the construction cost.

The County further agrees that it will participate in the settlement of any claim from the City's contractor for the Project that involve delays attributable to unreasonable delays in approval by the County for plan or specification changes deemed necessary by the City Engineer or staff. The

amount of the County's participation in any such claim shall be commensurate with the percentage of delay directly attributable to County's actions.

Section 4.03. Adjustments and Reconciliation. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the designated City representative shall provide County with a reconciliation of all costs for the Project and the respective contributions of the Parties for the review and approval of the Parties.

Section 4.04. Payment to County. The City agrees to reimburse the County for costs incurred, pursuant to Section 4.01. Unless previously deposited as provided herein, the City is responsible to pay these monies to the County within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of each Project phase and upon final acceptance of the Project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

Section 4.05. Payment to City. The County agrees to reimburse the City for costs incurred, pursuant to Section 4.01. The County is responsible to pay these monies to the City within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of each Project phase and upon final acceptance of the Project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

City:	Shane Fineran City Administrator City of Waconia 201 South Vine Street Waconia, MN 55387
County:	Lyndon Robjent, PE County Engineer Carver County Public Works 11360 Hwy 212 West, Suite 1 Cologne, MN 55322

Either Party may change its address or authorized representative by written notice delivered to the other Party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Terms, Representations and Warranties. The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the execution and termination of this Agreement. The terms of Sections 3.05, 5.14, 5.15, 5.16 and 5.17 shall survive the expiration, termination or withdrawal from this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. The Laws of the State of Minnesota shall apply to this Agreement.

Section 5.09. Final Payment. Before final payment is made to the Contractor, the Contractor shall provide a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.10. Headings. The headings to the various sections of this Agreement are

inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 5.11. Further Actions. The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 5.13. Employees. It is further agreed that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of said City employees which so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

Section 5.14. Indemnification. The Parties' total liability under this Agreement shall be governed by Minn. Statutes, Section 471.59, Subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This

provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Section 5.15. Records – Availability and Access

- A. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- B. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.16. Data Practices. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Section 5.17. Nondiscrimination. During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against

discrimination.

Section 5.18. Default and Withdrawal. Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both Parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both Parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both Parties in writing.

Section 5.19. Third Party. This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

IN TESTIMONY WHEREOF, The Parties hereto have caused these presents to be executed.

City of Waconia, Minnesota

Mayor

Date: JANUARY 2, 2024

Attest:

Administrator

Date: JANUARY 2, 2024

County of Carver, Minnesota

County Board Chair

Date: _____

Attest:

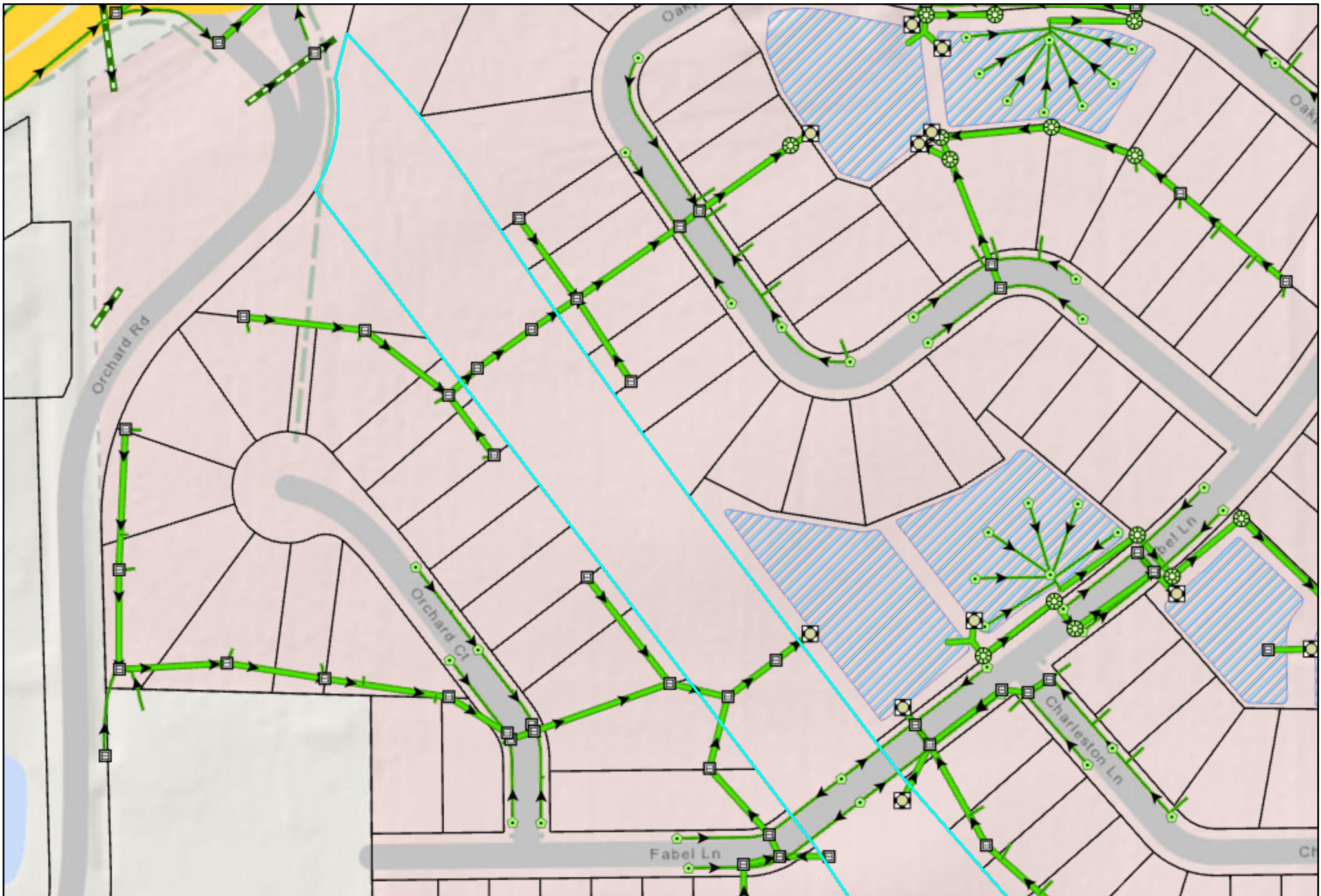
County Administrator

Date: _____

Approved As To Form:

County Attorney

Date: _____





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-016 Approving Security System Upgrades - CIP Projects #757 and #758					
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. 2024-016 Authorizing Security System Upgrades with USA Security for the Ice Arena and Grandstand							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As part of the 2024 Budget, security system upgrades to Brook Peterson Park and the Ice Arena were accounted for in the City's CIP for \$13,000 for Brook Peterson Park and \$31,850 for the Ice Arena. The current security system at the Ice Arena is failing and needs either a significant investment or replacement, and Brook Peterson Park and the Grandstand do not have an adequate security system besides physical keys. The City contracts with USA Security for City Hall, Fire Station, and the Water Treatment Plant, and will continue to work with them at the new Fire Station. The goal is to ultimately get all our facilities to this system. Due to the current status of the system at the Ice Arena, City staff recommend starting this upgrade in early 2024 and running both projects concurrently.							
Attachments:							
1. Resolution No. 2024-016 Approving CIP Project #757 and #758 2. Agreement for Brook Peterson Park with USA Security 3. Agreement for Ice Arena with USA Security							
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			



USA Security, Inc.

Phone: (952) 829-5919

Fax: (952) 829-5861

6251 Bury Drive
Eden Prairie, MN 55346

Quote

No.: **30921**

Date: 5/13/2022

Prices are firm until: 6/12/2022

Prepared for:
Jody Lechner
City of Waconia: Brook Peterson Park
Waconia Parkway S
Waconia, MN 55387 USA

Prepared by: Chris Daniels
Account No.: 26253
Phone: (952) 442-3101

Description	Quantity	Unit Price	Total
Desired Outcome:			
1) Migrate Card Access System from Current system to OpenPath System administered through the rest of the city			
2)SUGGESTED: Install card readers on restroom doors for ease of verifications			
CHALLENGE: By code, mag-locks have to drop power on power outtages			
To Achieve:			
USA Security will oversee an installation of OpenPath Access Control System.			
The Mobile Credential can be set-up and emailed to users who may have partial or temporary access to space. All mobile credentials can be managed through the OpenPath Cloud Portal.			
OpenPath runs entirely in the cloud, there is no software to update, nor clients to update. OpenPath can be administrated from anywhere over the Internet and via app.			
*****Hardware, Software, and Installation*****			
Power Supplies and Door controllers in Custodial room for up to 16 doors. Base installed.			
Core Series 8 port 12/24V Smart Hub, 8 Entry +4 Capacity	1	\$2,275.00	\$2,275.00
Power Supply Charger with Multi-Output Access Power Controller 12 or 24VDC at 6 AMP, PTC Protected Outputs	1	\$450.34	\$450.34
Replacement Card readers - Concessions			
New Card Readers - 4X restroom			
Standard Smart Reader in black, multi-frequency version	1	\$250.00	\$250.00
Standard Smart Reader in black, multi-frequency version	4	\$0.00	\$0.00
Annual Open Path Subscription, per door	5	\$300.00	\$1,500.00
Access Install on site cutover	32	\$138.00	\$4,416.00
MISC CONDUIT & PARTS	4	\$25.00	\$100.00
Wire 18/6 500' Box Plenum Shielded	1	\$348.00	\$348.00
Project Management, Inventory, Planning, Documentation, Misc.	1	\$1,016.00	\$1,016.00
Access Production - site pre-build	4	\$145.00	\$580.00
Labor:Access Training Refresh	1	\$0.00	\$0.00
BUDGETED PRICE INCREASES BY 03/31/2023	1	\$1,677.00	\$1,677.00
Your Price:			\$12,612.34
Total:			\$12,612.34

QuoteNo.: **30921**

Date: 5/13/2022

Accepted by: _____**Date: JANUARY 2, 2024****Disclaimer**

Taxes and local state/county fees are the responsibility of the customer. This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from client and the project requirements. Actual cost may change once project elements are finalized or negotiated. Door hardware: This quote/proposal is based on the good faith that all doors and its mechanical hardware are in a working and properly adjusted condition. // Fire Life Safety Considerations: Unless specifically stated in this quote it is assumed that customer (client) will pull and/or request the fire permit and inspection if required for the work quoted. // High Voltage Considerations: Unless specifically stated in this quote it is assumed the customer (client) will schedule necessary high voltage work with a qualified electrician and ensure any local permitting has been addressed as/if needed. // Drywall patching or painting is not included. Trenching is not included. If paying this quote by method of credit card, there will be an additional 2% charged for processing fees.

**USA Security, Inc.**

Phone: (952) 829-5919

Fax: (952) 829-5861

6251 Bury Drive
Eden Prairie, MN 55346**Quote**No.: **30902**

Date: 5/9/2022

Prices are firm until: 6/8/2022

Prepared for:

Jody Lechner

City of Waconia: Ice Arena

USA

Prepared by: Chris Daniels

Account No.: 19632

Description	Quantity	Unit Price	Total
Desired Outcome:			
1) Migrate Card Access System from Current system to OpenPath System administered through the rest of the city			
2) install new card reader on Door L			
To Achieve:			
USA Security will oversee an installation of OpenPath Access Control System.			
The Mobile Credential can be set-up and emailed to users who may have partial or temporary access to space. All mobile credentials can be managed through the OpenPath Cloud Portal.			
OpenPath runs entirely in the cloud, there is no software to update, nor clients to update. OpenPath can be administrated from anywhere over the Internet and via app.			
*****Hardware, Software, and Installation*****			
Power Supplies and Door controllers in Custodial room for up to 16 doors. Base installed.			
Core Series 8 port 12/24V Smart Hub, 8 Entry +4 Capacity	2	\$2,275.00	\$4,550.00
Power Supply Charger with Multi-Output Access Power Controller 12 or 24VDC at 6 AMP, PTC Protected Outputs	2	\$450.34	\$900.68
Replacement Card readers			
Mullion reader, black, multi-frequency version	1	\$250.00	\$250.00
Standard Smart Reader in black, multi-frequency version	9	\$250.00	\$2,250.00
Hess 9600 Electric Strike, 12/24V - 630 Satin SS, 3/4 inch pull latch Surface.	1	\$375.00	\$375.00
Power Supplies and Door controllers in back-office maintenance room for up to 16 doors. Base installed.			
Core Series 8 port 12/24V Smart Hub, 8 entry +4 capacity Power supply: OP-ECL2-PS (6A in 12V)	2	\$2,275.00	\$4,550.00
Power Supply Charger with Multi-Output Access Power Controller 12 or 24VDC at 6 AMP, PTC Protected Outputs	2	\$450.34	\$900.68
Standard Smart Reader in black, multi-frequency version	10	\$250.00	\$2,500.00
OpenPath premium Subscription - Annually- Per Door	19	\$300.00	\$5,700.00
Access Install on site cutover	32	\$138.00	\$4,416.00
Wire 18/6 500' Box Plenum Shielded	1	\$348.00	\$348.00
Wire 18/4 500 ft Box Plenum, Shld	1	\$115.00	\$115.00
Wire 18/2 500' Box Plenum N/S	1	\$132.00	\$132.00
Project Management, Inventory, Planning, Documentation, Misc.	1	\$1,000.00	\$1,000.00
MISC ACCESS EQUIPMENT	1	\$300.00	\$300.00
Access Production - site pre-build	4	\$145.00	\$580.00
Labor:Access Training Refresh	1	\$0.00	\$0.00
BUDGETED PRICE INCREASES BY 03/31/2023	1	\$2,981.88	\$2,981.88

Your Price: \$31,849.24**Total: \$31,849.24**

	Quote
No.:	30902
Date:	5/9/2022

Accepted by: _____ Date: JANUARY 2, 2024

Disclaimer

Taxes and local state/county fees are the responsibility of the customer. This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from client and the project requirements. Actual cost may change once project elements are finalized or negotiated. Door hardware: This quote/proposal is based on the good faith that all doors and its mechanical hardware are in a working and properly adjusted condition. // Fire Life Safety Considerations: Unless specifically stated in this quote it is assumed that customer (client) will pull and/or request the fire permit and inspection if required for the work quoted. // High Voltage Considerations: Unless specifically stated in this quote it is assumed the customer (client) will schedule necessary high voltage work with a qualified electrician and ensure any local permitting has been addressed as/if needed. // Drywall patching or painting is not included. Trenching is not included. If paying this quote by method of credit card, there will be an additional 2% charged for processing fees.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-017 Approving Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2023					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-017 Approving Investment Portfolio Diversification Due to Unspent Bond Proceeds - Fiscal Year End 2023							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City's investment policy is outlined in the City's Financial Policy and Guidelines. In the policy, it is stated that not one of the City's broker-dealers or financial institutions will hold more than 50% of the City's investment portfolio at any time. For fiscal year end 2023, the City will have more than 50% of its cash and investments held with one institution due to bond proceeds that are left unspent for the fire station construction project. This is not a usual circumstance for the City as bonds are normally issued and then spent in the same fiscal year. However, this is a multi-year project and was expected to occur with this project. Because of this, staff wanted to make the City Council aware of this and acknowledge approval for audit purposes for 2023. With the bonds being issued in 2022, City staff invested the funds with Moreton Capital Investments to maximize the City's return on investment while the funds are waiting to be spent in 2023 and 2024 on the project. Moreton Capital is a trusted advisor that assisted City staff in maximizing yield and building a maturity ladder based on when the construction manager advised payments would be due to contractors. The City will see some interest income to assist with any unforeseen costs for this project due to these efforts. In summary: • City staff attempts to diversify the investment portfolio by limiting investments to no more than 50% at any one-broker dealer throughout the course of each fiscal year. • Due to unspent bond proceeds, more than 50% is currently held at Moreton Capital Investments. • As proceeds from the 2022 bonds are spent during 2023, funds will be drawn from the City's account at this broker. • Based on past experience working with the broker, City staff are confident the broker will act in the best interest of the City.							
<u>Attachments:</u>							
1. Resolution No. 2017-017 Investment Portfolio Diversification due to Unspent Bond Proceeds Fiscal Year End 2024							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: 2022A GO Bond Account (Fund 312)							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			

<u> </u> Amendment Required	Other
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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-018 Accepting Donation and Approving Pass Thru Recommendation - Waconia Fire Relief Association					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-018 Accepting Donation and Approving Pass Thru Recommendation from Waconia Fire Relief Association							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received a donation from the Waconia Fire Department Gambling Board totaling \$15,000. The gambling board approved this donation as a pass thru for the following purpose: • Donation for Holiday Lighting With the Council's acceptance of the donation and recommended purpose for pass thru from the gambling board, City staff will recognize the donation revenue (in 2023) and off-setting expenditures (in 2024) in the Streetlight Utility Fund budget.							
Attachments:							
1. Resolution No. 2024-018 Accepting Donation and Pass Thru Recommendation							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Streetlight Utility Fund (668)							
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:	January 2, 2024
Item Name:	Adopt Resolution No. 2024-019 Accepting Grant Proceeds for Inflow & Infiltration - Metropolitan Council
Originating Department:	Finance
Presented by:	Nicole Meyer
Previous Council Action (if any):	Resolution 2021-42 - Resolution Authorizing Approval of Application for Metropolitan Council I&I Grant for Calendar Years 2021 Through 2022 - Dated: February 16, 2021

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

Adopt Resolution No. 2024-019 Accepting Grant Proceeds from the Metropolitan Council for Inflow & Infiltration Projects 2021-2022

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

In April 2021, staff completed an application for a grant from the Metropolitan Council for funds to offset the City's costs for reducing inflow and infiltration (I&I). The total funds received from the application is \$60,442.00. The funds received will be recognized as grant revenue in the sewer utility fund (602) as of December 31, 2023. The final apply for reimbursement was due in March 2023 and funds were just distributed to the City in December 2023.

The City's total expenditures of I&I related work over the last few years are as follows:

2021 - Actual Expense \$ 49,738.86

2022 - Actual Expense \$129,552.90

The grant was based on the City's costs for I&I work from January 1, 2021 to December 31, 2022. In addition, only certain expenditures were eligible for reimbursement. These expenditures include; pipe lining and replacement, pipe joint sealing, chimney seals, and manhole lining and replacement.

Attachments:

1. [Resolution No. 2024-019 Accepting Grant Proceeds from Metropolitan Council for Inflow and Infiltration Projects 2021-2022](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
Sewer Utility Fund (602)

ADVISORY BOARD RECOMMENDATIONS:

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:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-020 Accepting Cash Donations for Operations of the Fire Department					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution 2024-020 Accepting Cash Donations for Operations of the Fire Department							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Fire department staff received the following donations with thank you letters for the service provided by City staff: • Lawrence Dahl & Dawn Copeland - \$50 - Lake rescue of family pet • Southview PTO Staff Fund - \$100 - Memorial on behalf of an employee whose father was assisted by the department With the Council's acceptance of the donation, staff will recognize the donation as revenue in the fire department's 2023 budget. Attachments: 1. Resolution No. 2024-020 Accepting Cash Donation for Operations Fire Department							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund - Fire (101)							
Budget Information:				Planning Commission			
☐ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-020**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Lawrence Dahl & Dawn Copeland	Cash	\$ 50
Southview PTO Staff Fund	Cash	\$100

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

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

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

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

Adopted by the City Council of the City of Waconia this 2nd day of January, 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Approve 2023 Infrastructure Improvement Project Pay Request #3 with GMH Asphalt, Inc.					
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 Request No. 3 to GMH Asphalt, Inc. for the 2023 Infrastructure Improvement Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the 2023 Infrastructure Improvement Project and recommends payment of \$37,784.34 based on the engineering request for payment. This payment represents approximately 82.0% of the total approved contract for the project.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Fund, Storm Water Utility 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:		January 2, 2024					
Item Name:		Approve Waconia Downtown Reconstruction - Phase 1 Pay Request #7 with GMH Asphalt					
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. 7 to GMH Asphalt, Inc. for the Waconia Downtown Reconstruction - Phase 1							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Staff has reviewed the contractor pay request for the Waconia Downtown Reconstruction - Phase 1 and recommends payment of \$13,459.09 based on the engineering request for payment. This payment represents approximately 89% of the total approved contract for the project.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital, Water, Sewer, Storm Water							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-024 Approving Waconia Works Loan for 25 1st Street West					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-024 Approving Waconia Works Loan for 25 1st Street West							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Dennis Gezel, owner of 25 W 1st Street has submitted application for the Waconia Works Loan economic development program. This building houses the Franklin Printing store as well as two upper level residential units. The Waconia Works Loan program supports construction and remodeling of commercial and industrial properties within the community. Up to \$50,000 is available in a low interest loan program to support businesses and enhance the building stock to facilitate these uses. The application would support the re-roof the building, which is an eligible use of the program funds and would rehabilitate existing commercial stock within the downtown core commercial area. The applicant is requesting \$30,000 in loan funds with a total project cost of \$53,400. The applicant is using cash for the remainder balance. Staff have reviewed the application and supporting materials and are recommending approval of the loan application.							
<u>Attachments:</u> 1. Resolution No. 2024-024 Approving Waconia Works Loan for 125 1stst Street West							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Economic Development Fund>Loan Programs							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

CITY OF WACONIA

RESOLUTION 2024-024

**RESOLUTION APPROVING WACONIA WORKS LOAN
FOR 125 1st STREET WEST**

WHEREAS, the City has approved three economic development programs to support the downtown commercial core, commercial and industrial sectors, and small business start-ups; and

WHEREAS, the City has received a Waconia Works Loan application from Dennis Gezel, 25 W 1st Street; and

WHEREAS, proposed work includes re-roof of the building which houses commercial uses; and

WHEREAS, the proposed work is consistent with the goals of the Waconia Works Loan and Economic Development Programs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia approves the \$30,000 loan for 25 1st Street West.

Adopted by the Waconia City Council this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-021 Sidewalk Snow Removal - Stonegate Home Owners Association					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):		Council Approved Resolution No. 2023-240 Authorizing Approval and Accepting Amended Winter Maintenance Policy for 2023-2024					
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to adopt Resolution No. 2024-021 Amending the 2024/2025 Winter Maintenance Policy Sidewalk Snow Removal - Stonegate Home Owners Association							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council adopted the updated Winter Maintenance Policy on November 6, 2023. The updates reviewed and approved by the City Council included changes to sidewalk and trail maintenance throughout the City. As part of the review of the policy and practices of City maintenance staff it was identified that there were a number of sidewalk segments that were being maintained by the City. This was determined to be in an effort to provide equitable levels of service along sidewalk segments through out the city, to be in conflict with municipal ordinance, or without an operational need in response to snow removal operations of adjoining streets. These changes were adopted and adjacent property owners were notified by mailed notice. The Stonegate Homeowners Association (HOA) is requesting that the City Council reconsider the changes to removal operations along the south side of Airport Road and west side of Somerwood Drive. The HOA is requesting that the City delay the implementation of this change until the 2024/2025 winter season. The HOA states that this change would impact the financial condition of the HOA and was an expense that was not budgeted for grounds maintenance. If the City Council agrees to the request, staff recommends that the City Council reconsider the implementation of similar changes throughout the community and/or more specifically to similar areas that are adjacent to this neighborhood. This would include areas along Airport Road and also adjacent to the Somerwood neighborhood. The Resolution presented is approving the request and failure to adopt the resolution would maintain the policy as adopted. <u>Attachments:</u> 1. Resolution No. 2024-021 Amending the 2024/2025 Winter Maintenance Policy 2. Stonegate HOA Sidewalk Removal Location Map							
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. 2024-021**

RESOLUTION AMENDING THE 2024/2025 WINTER MAINTENANCE POLICY

WHEREAS, the City Council adopted the amended Winter Maintenance Policy on November 6, 2023; and

WHEREAS, portions of sidewalk adjacent to Airport Road and Somerwood Drive were removed the segments maintained by the City for snow and ice control were removed; and

WHEREAS, the City Council has received a request from the Stonegate Homeowners Association to delay the implementation of this change until the 2024/2025 season.

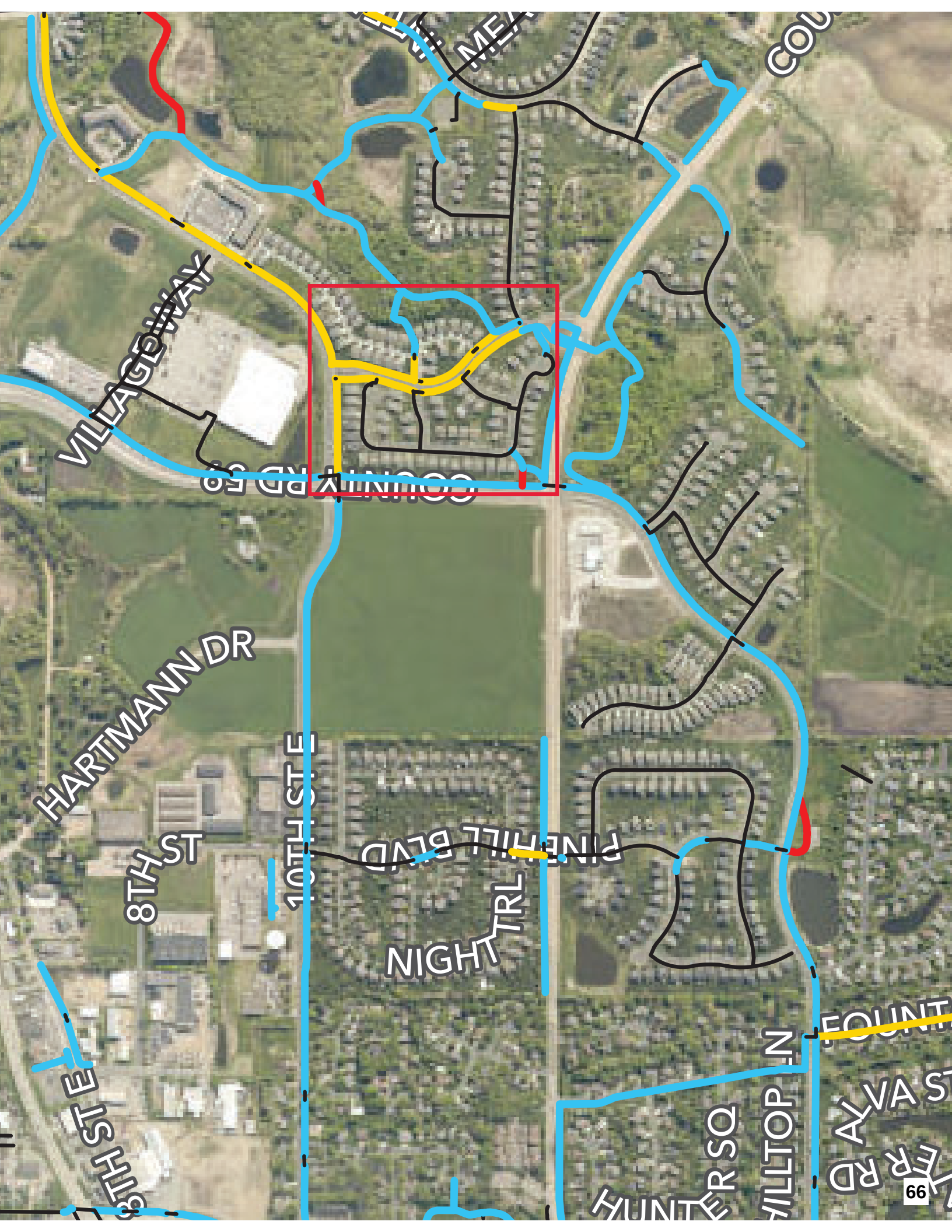
WHEREAS, the segments to be maintained through the 2024/2025 season include the south side of Airport Road from CSAH 59 to the intersection of Somerwood Drive and the west side of Somerwood Drive between Airport Road and the intersection of Oakmont Lane; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Winter Maintenance Policy as it relates to Exhibit C.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

Attest: _____
Jackie Schulze, City Clerk



Village Way

County Rd 59

Hartmann Dr

8th St

10th St

Pinehill Blvd

Night Trl

3th St

Erso

Milltop Ln

Alva St



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		January 2, 2024					
Item Name:		Adopt Resolution No. 2024-022 Accepting Cash Donations for City Square Park War Memorial Monument Restoration					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution #2024-022 Accepting Cash Donations for City Square Park War Memorial Monument Restoration from Community Giving on Behalf of American Legion Post No. 150							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received a donation from Community Giving on behalf of American Legion Post No.150 for the City Square Park War Memorial Monument Restoration projects. Total donations received by the City: \$36,763.17 - 12/18/2023 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the PIR Capital Project fund. Corresponding expenditures for the project are being capitalized as the projects are completed. Finance staff is tracking all donations received and expenditures paid for these projects. This is slated to be the final donation for these projects. The final restoration work was completed in November 2023. The total amount of donations received was \$136,763.17. The total expenditures for the projects are estimated to be \$220,280.54. The remaining project costs were covered by two grants that were awarded towards the projects and about \$15,000 in cash from the City. <u>Attachments:</u> 1. Resolution No. 2024-022 Accepting Cash Donations for City Square Park Ware Memorial Restoration							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund (103)							
Budget Information: ☐ Budgeted ☒ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-022**

**RESOLUTION ACCEPTING CASH DONATIONS FOR CITY SQUARE PARK WAR
MEMORIAL RESTORATION FROM COMMUNITY GIVING ON BEHALF OF AMERICAN
LEGION POST NO. 150**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
American Legion Post No.150	Cash Donation for War Memorial Restoration	\$36,763.17

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

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

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

1. The contribution described above is hereby accepted and acknowledged with gratitude.
2. Said contribution shall be recognized as donation revenue in the PIR Capital Project fund 2023 operating budgets.
3. That the Finance Director is hereby directed to issue receipts to the donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Waconia this 2nd day of January 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	January 2, 2024
Item Name:	Adopt Resolution No. 2024-023 Approving a Special Event Permit - Polar Plunge
Originating Department:	Administration
Presented by:	Shane Fineran

Previous Council Action (if any):

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

Adopt Resolution #2024-023 Approving a Polar Plunge Special Event Permit

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

The Special Olympics Polar Plunge has submitted a Special Event Permit application for the event scheduled for February 10, 2024. The event has relocated from Lake Waconia Regional Park to the area around Lola's Lakehouse. The plunge location will be on the ice adjacent to Lola's Lakehouse. Event organizers are submitting a special event permit for street closure on Oak Street North, between Lake Street North to the shoreline of Lake Waconia. Organizers expect approximately 500 plungers and 100 spectators.

The closure of Oak Street North is requested from Thursday, February 8th through Monday, February 12th to allow for the erection of a 30 x 90 heated tent that will be utilized for a changing area for plunge participants. Additionally portable restrooms will be placed on the street as well.

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 structure, street barricades, and portable toilets, 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. 2024-023 Approving Special Event and Temporary Noise Permit Special Olympics Polar Plunge](#)
2. [Special Event Permit Application Polar Plunge](#)
3. [Polar Plunge Area Location Map](#)
4. [Polar Plunge Site Plan](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

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

ADVISORY BOARD RECOMMENDATIONS:

**CITY OF WACONIA
RESOLUTION NO. 2024-023**

**RESOLUTION APPROVING SPECIAL EVENT AND TEMPORARY NOISE PERMIT
SPECIAL OLYMPICS POLAR PLUNGE**

WHEREAS, the City of Waconia has received permit application for a special event to occur on municipal streets, parks, and trails submitted by Catherine Jensen and the Special Olympics of Minnesota; and

WHEREAS, the Polar Plunge event will occur on February 10th from 8:00 a.m. to 4:00 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 Thursday, February 8th through February 12th 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 2nd day of January 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 Catherine		2. Last Name Jensen		
3. Primary Telephone Number 763-270-7138	4. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	5. Alternate Phone Number 507-217-6620	6. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	
7. Email Address catherine.jensen@somn.org				
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other Event Manager		
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 Special Olympics Minnesota / Attn: Polar Plunge OR Catherine Jensen				
19. Email Address catherine.jensen@somn.org				
20. Mailing Address 900 2nd Ave S, Ste 300	21. City Minneapolis	22. State MN	23. Zip Code 55402	
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 Special Olympics Minnesota				
26. Business Federal Tax ID Number/Tax Exempt Number 41 - 1228157		27. Business State Tax ID Number 6438036		
28. Business Address 900 2nd Ave S, Ste 300	29. City Minneapolis	30. State MN	31. Zip Code 55402	
Section 3. Event Information – attach additional sheets as needed for any questions				
A. Event Basics				
32. Name of Event Polar Plunge				
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 2/10/2024				
34. Time of Event 12 pm		35. Set up start time and clean up finish time 8 am - 4 pm		

36. Location of Event –Street Address 318 E Lake St	37. City Waconia	38. State MN	39. Zip Code 55387
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i>			
We will be using the street next to Lola's Lakehouse (Oak Street North) to set up a changing tent for participants to use before/after plunging. Please reference the diagram for more details. The current plan is for tents to be set-up on Thursday 2/8/24 and torn down on Monday 2/12/24.			
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- 500	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any \$75 donation to plunge	46. Purpose of event proceeds (if applicable) raise \$ and awareness for Special Olympics Minnesota		
47. Describe how attendance will be monitored and limited if necessary we monitor the number of registered plungers on our website plungemn.org/events/waconia/ . We estimate there will be an additional 100 people on site as spectators to watch the plunging.			
48. Describe any entertainment being provided We will have MicDrop Entertainment on site to play music and be our emcee for the duration of the event (about 11:30 am - 1:30 pm)			

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.

No additional food/beverage will be on site, participants are encouraged to support Lola's Lakehouse during/after the event.

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

Carver County Sheriff's office partners with us for this event, so they will be on site and coordinating with any other EMS needed.

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: Republic Services

Number of receptacles: 10 yd dumpster

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

*Still being finalized - this is a vendor that we use for many of our Polar Plunge events. We will have a dumpster on site from Friday - Monday and are great about having volunteers check the event area for all trash, so no mess is left behind.

☐

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: OnSite

Number of toilets: 4

Number of wash stations: 1

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

*Still being finalized - this is a vendor that we use for many of our Polar Plunge events. The biffs would be on site Friday - Monday.

☐

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.

I have talked to Ethan Nelson about sound previously and he has said we do not need an amplified sound permit.

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

intended closure would be of Oak Street North for Thursday 2/8 - Monday 2/12. We have been on site and measured the tent placement - the tent would stop before the resident driveways, so they should have no issues going in and out, but we would want to limit the street use to anyone but those residents. We are also planning to send out a notification to surrounding neighbors, inviting them to the event and letting them know that the Plunge is coming!

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
☐ Religious Organization
☐ Political Committee Registered Under Minn. Stat. Section 10A.14
State University
☐ Brewer or Microdistillery
☐ Charitable Organization
☐ Non-Profit Organization

*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.

This has already been submitted to Ethan Nelson

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

Catherine Jensen

I, (print name) Catherine Jensen, 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.

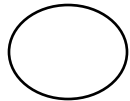
Signature of Applicant Catherine Jensen Date 12/15/2023



Tents



Plunge Hole



Bear

Snow Fencing



Small Bleachers



Tent Doors



Power



Dumpster



Restrooms

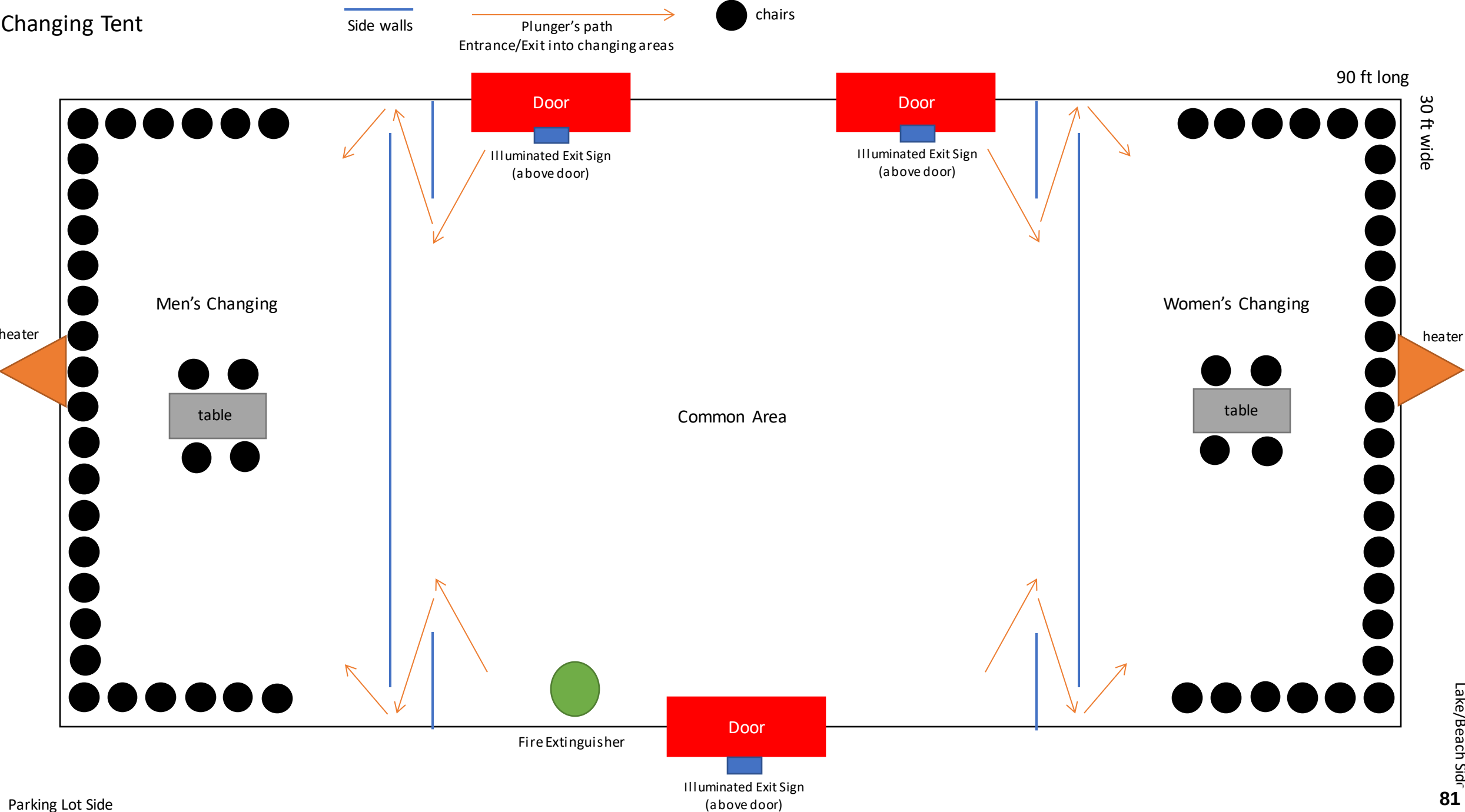


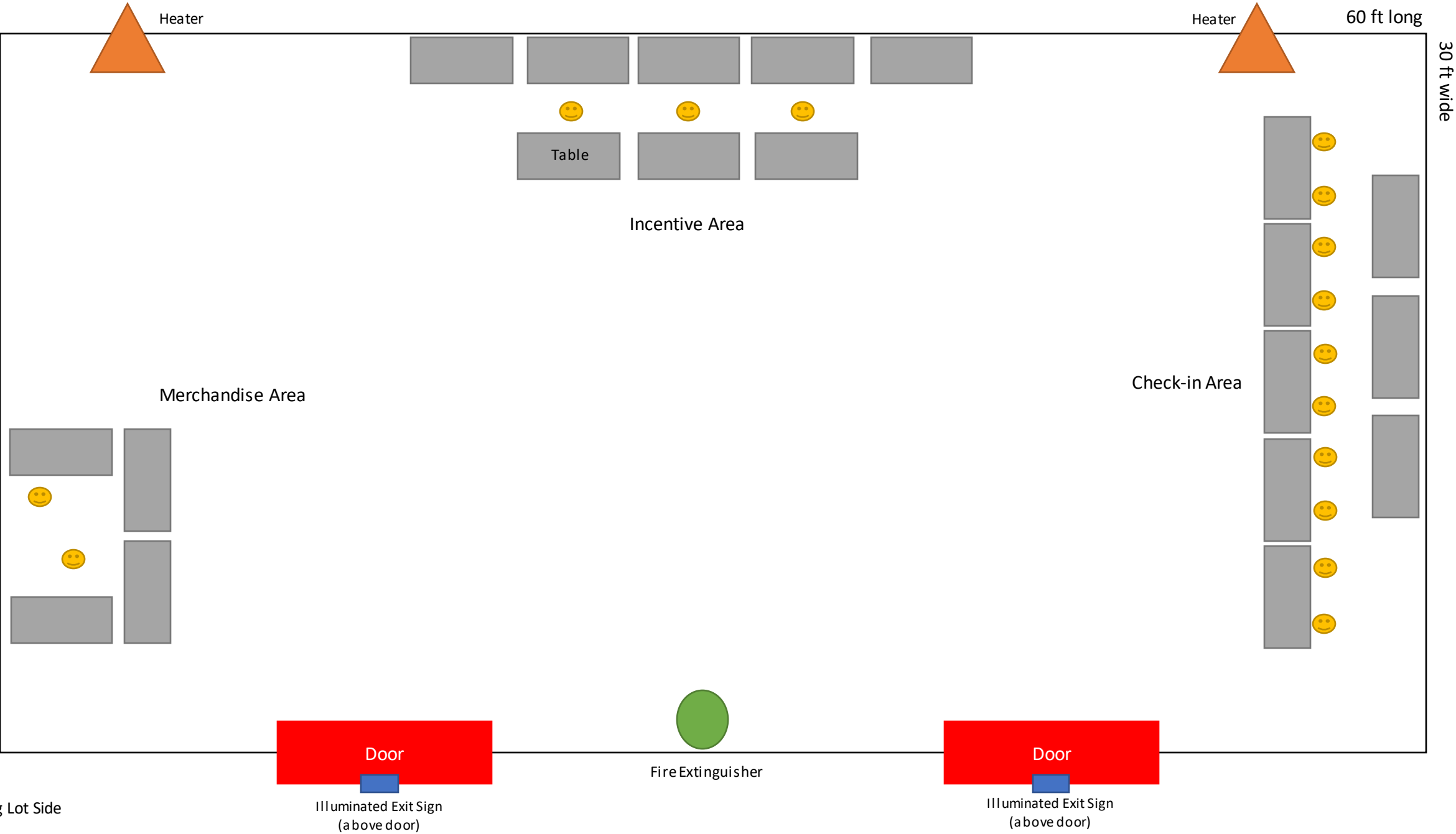
Tunnel



Shuttle drop off / pick-up

Changing Tent







City of Waconia

201 Vine Street South, Waconia, MN 55387

Landscape_8x11

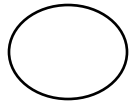
December 2023



Tents



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