

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, April 21, 2025
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: TIM LITFIN
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS
COUNCIL MEMBER: JACOB COLEMAN
COUNCIL MEMBER: DEREK SIDDONS**

**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. PROCLAMATIONS**
 - 1) Proclamation Declaring April 30, 2025, Therapy Animal Day**
Read Proclamation into the record
- 4. ADOPT AGENDA**
- 5. PUBLIC HEARING**
- 6. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
Doug Krohn - Don't Worry Be Hoppy 5K
- 7. 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) April 7, 2025, City Council Minutes
- 2) April 21, 2025 Expenditures
- 3) **Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2025**
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred March 2025
- 4) **Rink Management Services Corporation Safari Island Community Center Expenditures Incurred 03-2025**
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred 03-2025
- 5) **Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)**
Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred March and April 2025
- 6) **Well #9 Pay Request #1 to Traut Companies**
Motion to Approve Pay Estimate No. 1 to Traut Companies for the Construction of Well #9
- 7) **Hydraulic Snowblower for Wheel Loader – Capital Equipment Project No. 638**
Adopt Resolution No. 2025- 117 Authorizing Acquisition of Replacement of the 2005 Tenco Snowblower, Asset# 131 CIP No. 638
- 8) **Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council**
Adopt Resolution No. 2025-118 Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council
- 9) **Consent to Contract Transfer to Sports Facilities Companies**
Motion to Approve Consent to the Assignment of Rink Management Agreement to Sports Facilities Companies
- 10) **Paddle Craft Lease at Cedar Point Park**
Adopt Resolution No. 2025-119 Approving Lease for Paddle Craft Rental
- 11) **Solid Waste Reduction Grant Agreement with Carver County**
Adopt Resolution No. 2025-120 Authorize Approval and Execution of Solid Waste Reduction Grant Agreement with Carver County
- 12) **Special Event Permit - O2B Kids Waconia Summer Kickoff**
Adopt Resolution No. 2025-121 Approving the Special Event Permit for O2B Kids Waconia Summer Kickoff
- 13) **Special Event Permit - Waconia Band Practice and Park Performance**

Adopt Resolution No. 2025-122 Approving Special Event Permit - Waconia
Marching Band Practice and Park Performance

8. COUNCIL BUSINESS

1) Notice of Intent to Accept Applications for Cable Franchise

Motion to authorize publication of notice of intent to accept applications for cable franchise and to call a public hearing for June 2, 2025 related to cable franchise applications

2) Direct the Preparation of Plans and Specifications and Authorize Advertisement for Bids of the 2025 Pavement Management Plan Mill & Overlay Project CIP No. 131

Adopt Resolution No. 2025-123 Authorizing the Preparation of Plans and Specifications and Authorizing Advertisement for Bids of the 2025 Pavement Management Plan Mill and Overlay Project CIP 131

3) Comprehensive Plan Amendment - Norsq Companies, LLC

Adopt Resolution 2025-124 Denying the Comprehensive Plan Amendment submitted by Norsq Companies, LLC

4) Ordinance Amendment - Dynamic Signage

Adopt Ordinance No. 781 amending Section 900.10, Subd. 2., regarding regulation of transition times between messages on dynamic signs.

Adopt Resolution No. 2025-125 Summary Publication of Ordinance No. 781.

9. ITEMS REMOVED FROM CONSENT AGENDA

10. STAFF REPORTS

11. BOARD REPORTS

- 1) Councilmember Siddons**
- 2) Councilmember Coleman**
- 3) Councilmember Gleason**
- 4) Councilmember Grengs**
- 5) Mayor Litfin**

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

**WORK SESSION: 2024 PRELIMINARY AUDIT, SAFARI ISLAND AN
RECREATION FACILITIES DISCUSSION**

UPCOMING CALENDAR OF EVENTS/MEETINGS:

[MEET_FOOT]



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 21, 2025	
Item Name: 3.1. Proclamation Declaring April 30, 2025, Therapy Animal Day	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Read Proclamation into the record EXPLANATION OF AGENDA ITEM: By declaring April 30, 2025, as Therapy Animal Day, the Council raises awareness in the community, bringing public attention to the benefits of interactions with therapy animals like dogs, cats, and other animals. Also, to recognize therapy animal teams who volunteer their time and animals to support people in various settings and to encourage volunteering so that more pet owners consider becoming volunteers, expanding the reach of therapy animal programs. Finally, to highlight the benefits that therapy animals can help reduce fear, anxiety, and loneliness, shorten recovery times, and even improve learning disabilities.	
ATTACHMENTS: 1. Proclamation Therapy Animal Day	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____
	Park Board: _____
	Personnel Committee: _____
	Other: More sample text. _____



PROCLAMATION

Declaring April 30th, 2025 Therapy Animal Day in the City of Waconia

WHEREAS: April 30th is recognized as National Therapy Animal Day in honor of the thousands of therapy animals serving in communities across the United States; and

WHEREAS: Therapy animals are more than just pets, and they play a vital role in supporting a person's independence, health, and well-being; and

WHEREAS: Therapy animal teams make millions of visits per year in settings such as hospitals, nursing homes, schools, and hospices to foster strong human-animal bonds and pair animals with veterans, seniors, patients, students, those with disabilities, and those seeking end-of-life care; and

WHEREAS: These exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

WHEREAS: People in Waconia are encouraged to celebrate therapy animals and their human handlers, and recognize the impeccable service they provide in our communities to foster accessibility and wellness for all.

**NOW, THEREOFRE, I, Tim Litfin, Mayor of Waconia, do hereby proclaim
Wednesday, April 30th, 2025 as: Therapy Animal Day in the City of Waconia.**



Mayor, Tim Litfin

Attest: 

City Administrator, Shane Fineran



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 21, 2025	
Item Name: 7.1. April 7, 2025, City Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve the April 7, 2025, City Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the April 7, 2025, City Council Minutes	
ATTACHMENTS: 1. 04-07-25 Council Minutes	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

CITY OF WACONIA
APRIL 7, 2025

1. CALL MEETING TO ORDER AND ROLL CALL

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Litfin at 6:00 PM.

The following Council Members were present: Tim Litfin, Nick Gleason, Jeff Grengs, Derek Siddons

The following Council Members were absent: Jacob Coleman

The following staff were present: Shane Fineran, Jackie Schulze, Lane Braaten, Nichole Meyer, Jody Lechner, Jon Haukaas, Mike Dressel, Jake Saulsbury of Bolton & Menk, Doug Bode, John Wagener and City Attorney Mike Melchert.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Motion to Adopt the Agenda as Published made by Council Member Grengs, seconded by Council Member Siddons.

MOTION CARRIED.

4. PUBLIC HEARING

5. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

1) Jodi Edstrom - Carver County Library Director

Jody Estrom represents the Carver County Library and shared a brief PowerPoint Presentation with the Council reviewing the 2024 State of the Library Waconia Branch. Nearly 1.5 million checkouts in 2024 across the County and 46% of the total attributed to youth. E-books and audiobook checkouts increased by 25%, which shows a continual growth in digital usage. Also, there was an increase in adult services with a 20% increase in program attendance. New to the system are self-checks and a virtual library card expansion.

Margo Barry, the Waconia Library representative, shared information on children's programming, teen programming, and adult programming. Stating that children's programming is increasing and typically has special guests. Teen programming with 53 teen volunteers and 7,373 County-wide program attendees. Adult programming has a huge opportunity for growth. The next steps for the library are its continued growth and to add more programs.

2) Mike Werner - Waconia Lions Club

The Waconia Lions updated the Council on an upcoming event. Mike Werner stated that the Waconia Lions have been active in Waconia for 80 years and provide children's fishing events, rodeo events, scholarships, poinsettias to seniors, and much more. The Wild Game Dinner is one of the largest events sponsored by the Lions and is scheduled for April 26, 2025, at the Carver County Fairgrounds.

Jeff Boserr, co-chair of the wild game feed, provided the Council with a brief history of this event. This event includes live music, raffles and every child under the age of 16 leaves the event with a fishing rod.

Kelly Wagener shared the menu for this event, which includes walleye, sunfish, exotic appetizers, and a pork chop dinner. New this year is pickled pheasant gizzards.

Bob Rehbein, co-chair, stated that \$174,000 goes back to the community and the Lions have no paid positions--all volunteers. Some of the items the Lions donate are fireworks, holiday street decorations and donations to the food shelf.

6. ADOPT CONSENT AGENDA

- 1) March 17, 2025, City Council Minutes**
- 2) March 24, 2025, City Council Minutes**
- 3) Approve the April 7, 2025 Expenditures**
- 4) Fire Station Pay Request #28 with Kraus-Anderson**
- 5) Fire Station Pay Request #29 with Kraus-Anderson**
- 6) Water Treatment Facility Piping Modifications Pay Request #5**
- 7) Replacement One-Ton Dump Truck and Snow Equipment**
- 8) Morbark Chipper Model BVR16**
- 9) Turf Maintenance Equipment**
- 10) Submit to the Department of Labor and Industry Safety Grant Program**
- 11) Special Event Permit - Memorial Day Parade**
- 12) Exempt Permit from Carver County Pride to Conduct Bingo at Waconia Brewing Company**
- 13) Exempt Permit from Waconia Band Boosters**
- 14) Special Event Permit - Waconia Farmers Market**
- 15) Agreement to use Public Property for Filming**
- 16) Holbrook Final Plat - Pulte Homes of Minnesota LLC**
- 17) Holbrook 2nd Addition Final Plat**
- 18) Door Lock System Additions Project - Water Treatment Plant**

Motion to Adopt the Consent Agenda as Published pulling Item 6.14 Special Event

Permit - Waconia Farmers Market. Motion was made by Council Member Grengs, seconded by Council Member Gleason.

MOTION CARRIED.

7. COUNCIL BUSINESS

1) Order Feasibility Report and Assessment Benefit Evaluation for the 2026 Downtown Phase 4 Reconstruction Project

Jon Haukaas, Public Services Director, stated the 2026 Downtown Reconstruction Phase 4 Project is generally described as along 1st Street from Olive Street to Spruce Street, Elm and Pine Streets between 1st and 2nd Streets, and 2nd Street from Elm Street to Pine Street. As the geographical surveys are complete, staff are requesting approval to proceed with the preliminary design items, the Feasibility Study, and the Assessment Benefit Evaluation of the Phase 4 project.

Shane Fineran, City Administrator, stated that previously the City vacated the Pine Street ROW and dedicated the ROW to St. Joseph Church. Rather than reconstructing Pine Street at this time, Staff are recommending completing the vacation and removing the street surface and returning it to turf. This way, the residents of Waconia will not be paying for the Pine Street ROW as it is owned by St. Joseph Church.

Motion to Adopt Resolution No. 2025-110 Ordering Preparation of Feasibility Downtown Reconstruction Phase 4 made by City Council Member Siddons, seconded by City Council Member Grengs.

MOTION CARRIED.

2) Carpet and Paint Contracts for City Hall Facility Updates

Jackie Schulze, Assistant City Administrator, gave a brief history of this project. Stating Staff received paint and carpet quotes from multiple vendors, including local businesses. The carpeting will include the general office area, maple conference room, oak conference room, olive conference room, and vinyl flooring for the Sheriff's area. Staff is recommending Sage Flooring, the low bidder and a local business here in Waconia. For the paint portion of the project, staff received quotes from three vendors and recommends the low bidder, CentraPro Painters out of Eden Prairie.

Motion to Adopt Resolution No. 2025-111 Approving Contracts for Paint and Carpet for City Hall Facilities made by Council Member Siddons, seconded by Council Member Gleason.

MOTION CARRIED.

8. ITEMS REMOVED FROM CONSENT AGENDA

Mayor Litfin requested Consent Agenda Item Adopt Resolution No. 2025-109 Special Event Permit - Farmers Market be pulled from the agenda for conversation and questions for Staff.

Fineran stated on March 11, 2025, Staff received a Special Event Permit from Excelsior Christkindlesmarket Inc. for a Waconia Farmers Market to be open Thursdays from June 5 through September 25, 1:00 p.m. to 7:00 p.m. at 224 1st Street in Waconia with approximately 40 vendors. The vendors will setup in the southeast corner of the parking lot, which would leave significant space for public parking. Staff believe this would be complimentary to the Music in the Streets event happening at the same time.

Meryl Mackenzie of Excelsior Christkindlesmarket Inc, stated that she is the applicant and the organizer with the help of Nicole Waldron. Meryl stated she would like to adjust the times of the Market to be from 4:00 to 7:00 . Also, due to space, there will only be 20–25 vendors, which could change in the future.

Council Member Siddons stated that he is supportive of this permit but parking might be an issue.

Mayor Litfin agrees that there might be a parking issue and is requesting staff to determine if the fee is correct and if the parking will be a challenge.

Fineran stated the fee is set by the fee schedule and the City does not charge for the number of occurrences of an event. Also stating that the City does have the authority to reconsider the permit, move the event to a different location, and will monitor the event to determine if any changes are required.

Council Member Grengs stated this is a great event for the City. The Council is in agreement.

Nicole Waldron stated this is an event she has been working on for a number of years and is excited it is moving forward. Ashley Spring of Home Again Furnishings is also very supportive of this event.

Motion to Adopt Resolution No. 2025-109 Approving Special Event Permit Waconia Farmers Market made by City Council Member Grengs, seconded by City Council Member Gleason.

MOTION CARRIED.

9. STAFF REPORTS

1) Safari Island Update - Dan Montague

Dan Montague, General Manager of Safari Island, Ice Arena, and the Senior Center and has been on staff for just over three years. There are now 93 employees, which is an increase over the past three years. In 2021, there were 45,000 visits at Safari Island and 16,000 in 2024. The total revenue in 2021 was \$700,000 and \$1,200,000 in 2024. Kristi Sherlock, Assistant General Manager of Safari Island and assists with

overseeing the Senior Center, provided an update on the aquatics division, including retaining staff, improving lessons, and ongoing training. The Shamrock Swim is always very popular with 125 signed up for this event. New circuit and free weights will be up and running this fall along with a sauna. The Senior Center averages 13-15 participants per day with one off-site event per month. Staff will continue to increase all events, both presentations and off-site events. Lastly, the Zamboni will be arriving in May.

2) Hydrant Flushing - Doug Bode and John Wagener

Doug Bode and John Wagener both City staff, gave a brief history as to why cities flush hydrants. Flushing is required to clean the main lines, maintain proper operation of hydrants, and to determine weak spots in the system. The City flushes 1,060 hydrants each spring and 176 hydrants in the fall. Staff spends 100 hours flushing hydrants in the spring and 38 hours flushing in the fall. This time is for flushing only as there is added time for setup and turning off the valves. In the spring, 5,424,750 gallons of water are used and 2,034,000 gallons used in the fall. This water is important to be used for the operation of the hydrants and maintenance of the sytem. Each hydrant requires 19 turns to open and 19 turns to close, which is a total of 46,968 turns by staff. When weak areas are found in the sytem, digs are required and staff conducts unexpected maintenance on the lines. Hydrant flushing will begin on April 21, 2025.

3) Law Enforcement Update - Sgt. Jon Howard

Carver County Sheriff's Office, Sgt. Jon Howard stated that there was a small increase in calls for service in the month of March from 541 to 550. Of those, only 17 calls for service were crimes, as opposed to 32 last March. Looking to April, there will be more enforcement based on pedestrian walkways, sidewalk enforcement and education. In April, three new deputies will be starting with two being trained in Waconia. Security cameras will be installed at the Waconia Regional Park due to late-night vandalism.

10. BOARD REPORTS

1) Councilmember Siddons

Nothing to Report

2) Councilmember Coleman

Absent

3) Councilmember Gleason

Nothing to report

4) Councilmember Grengs

Nothing to report

5) Mayor Litfin

04-02-25 hosted "The Mayor Is In" session with three residents attending
04-02-25 attended at the Senior Center
04-03-25 attended the Carver County Mayors Group to share events and projects
happening in communities
04-04-25 attended the Planning Commission Meeting

11. ANNOUNCEMENTS

Schulze stated the City is updating to new Council Meeting Management software and residents are encouraged to visit the City website and resubscribe to receive minutes and agenda. Go to www.waconia.org, click on the agenda and minutes, click on the subscriptions buttons, and choose the meetings to subscribe to: City Council, Park Board, and Planning Commission.

12. ADJOURN REGULAR MEETING

Motion to Adjourn the April 7, 2025 City Council Meeting made by City Council Member Gleason, seconded by City Council Member Grengs.

MOTION CARRIED.

WORK SESSION:

Sports Facilities Companies

UPCOMING CALENDAR OF EVENTS/MEETINGS

Park Board April 17, 2025, at 5:30 p.m.
City Council April 21, 2025, at 6:00 p.m.

Tim Litfin, Mayor

ATTEST: _____
Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 21, 2025	
Item Name:		7.2. April 21, 2025 Expenditures	
Originating Dept:		Finance	
Presented By:		Nicole Meyer	
Previous Council Action: None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Payment of April 21, 2025 Expenditures			
EXPLANATION OF AGENDA ITEM:			
Attached are the claim and disbursements registers for the City of Waconia as of April 21, 2025. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.			
ATTACHMENTS:			
None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other: More sample text.	
_____ Amendment Required			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.3. Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2025		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred March 2025			
EXPLANATION OF AGENDA ITEM: Rink Management Services Corporation has provided the attached report for expenditures paid in March 2025. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.			
ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted		Personnel Committee:	
☐ Non-Budgeted		Other: More sample text.	
☐ Amendment Required			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 21, 2025	
Item Name:		7.4. Rink Management Services Corporation Safari Island Community Center Expenditures Incurred 03-2025	
Originating Dept:		Finance	
Presented By:		Amanda Ortloff	
Previous Council Action: None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred 03-2025			
EXPLANATION OF AGENDA ITEM: Rink Management Services Corporation has provided the attached report for expenditures paid in March 2025. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center .			
ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other: More sample text.	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.5. Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred March and April 2025			
EXPLANATION OF AGENDA ITEM: The Waconia Chamber CVB has requested a lodging tax reimbursement for expenditures incurred from March and April 2025. Staff reviewed the request for reimbursement and supporting invoices as approved by the CVB. Lodging tax funds are currently available for payment of these expenditures. Staff recommends approval of the request in the amount of \$7,037.28.			
ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted		Personnel Committee:	
☐ Non-Budgeted		Other: More sample text.	
☐ Amendment Required			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.6. Well #9 Pay Request #1 to Traut Companies		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	Resolution No. 2024-209 - Authorizing Award of Contracts for the Construction of Well #9 and Associated Water Treatment Plant 3 Piping Modifications		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Pay Estimate No. 1 to Traut Companies for the Construction of Well #9 EXPLANATION OF AGENDA ITEM: Staff has reviewed the contractor pay request for the construction of Well #9 and recommends payment of \$21,066.25 based on the engineering request for payment. This payment represents approximately 4.7% of the total approved contract for the project. ATTACHMENTS: 1. Well #9 Pay Request #1 Bolton & Menk Memo			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		Planning Commission:	
		Park Board:	
		Personnel Committee:	
		Other: More sample text.	



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

April 9, 2025

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

**RE: Well #9
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for the Well #9 project. The request includes payment for drilling of the pilot hole earlier this spring.

We have reviewed the estimate and recommend the City make payment in the amount of **\$21,066.25** to Traut Companies. 100% of this requested payment is for work associated with the water system.

Please contact me if you have any questions regarding this pay request.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Jon Haukaas, Director of Public Services
Seth Peterson, Bolton & Menk

Enclosure



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 21, 2025	
Item Name:		7.7. Hydraulic Snowblower for Wheel Loader – Capital Equipment Project No. 638	
Originating Dept:		Public Services	
Presented By:		Mike Dressel, Jon Haukaas	
Previous Council Action: Adopt Resolution No. 2024-62 Authorizing Staff to Solicit Pricing 2025 Capital Project 268 and Equipment Acquisitions.			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025- 117 Authorizing Acquisition of Replacement of the 2005 Tenco Snowblower, Asset# 131 CIP No. 638			
EXPLANATION OF AGENDA ITEM:			
The City Council authorized the solicitation of pricing for equipment acquisition at the meeting December 18, 2024. The 2025 Capital Improvement Plan identified \$90,000.00 for the replacement of the 2005 Tenco Snowblower, Model TCS-202LMM.			
The city currently uses two snowblowers to remove snow from the downtown area where the snow is windrowed to the middle of the street, drift prone areas, or for intersection clearing and benching along streets and hydrants in high snow accumulation seasons. Both are engine-driven loader-mounted blowers. We have a 2018 Wausaw snowblower for primary use and this 2005 Tenco for secondary use or backup as needed. Staff has raised concerns for several years with the reliability of the 2005 Tenco due to wear, age, and parts availability. Therefore, it was submitted to the Capital Equipment budget several years ago and approved by the CIP committee for replacement in 2025 with an original proposed budget of \$180,000. Replacement of engine-driven loader-mounted snowblowers can cost in the range of \$175,000-\$200,000. Because of the high cost of these machines, staff have been researching options and determined that a hydraulic-driven blower run off the loader's pump system would be a viable alternative. Especially as the secondary or backup blower. Hydraulic-driven blowers are also about half the cost, allowing us to adjust the budget down to approximately \$90,000.			
Staff contacted several vendors who sell hydraulic snowblowers. Through those conversations with vendors and other municipalities, staff ultimately decided to demo a Snow Wolf Alpha Snowblower. Staff was impressed with the capabilities and function of the snowblower.			
Staff solicited quotes from two vendors who sell hydraulic-driven snowblowers. The first was from Ziegler Cat and the second was from Nuss Truck & Equipment. Staff did not demo a Hitch Doc snowblower. It was recommended by several municipalities not to purchase this snow blower.			
Vendor	Brand	Model	Cost
Ziegler Cat	Snow Wolf	Alpha Snowblower 33-100-	\$56,050.00

Nuss Truck & Equipment	Hitch Doc	HB HDS 9200	\$76,183.00
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Staff recommends that the city purchase the Snow Wolf Alpha Snowblower 33-100-HB from Ziegler Cat in the amount of \$56,050.00 and surplus the 2005 Tenco snowblower.

The city utilizes Jeff Martin Auctioneers, Inc. for the sale of these types of items along with general postings at City Hall. The equipment is listed at the lowest price the city will accept to be bid on the item. The equipment is sold to the highest bidder. Funds from the sale will be recognized in the Capital Equipment Fund (105).

ATTACHMENTS:

1. Resolution No. 2025-117 Purchase of Snow Blower
2. Ziegler CAT Quote (non state bid)Alpha Blower 03-25-20265
3. Nuss Equipment HitchDoc 9200 Quote
4. Snow Wolf Alpha Snow Blower Spec

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other: More sample text.
☐ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2025-117**

**RESOLUTION AUTHORIZING PURCHASE OF REPLACEMENT OF 2005 TENCO
SNOW BLOWER PROJECT NO. 638**

WHEREAS, one of the City’s Priorities is to “manage, maintain, and improve our current and future physical assets”; and

WHEREAS, the replacement of Tenco Snow Blower is in the 2025 Capital Investment Plan; and

WHEREAS, projects approved as part of the 2025 budget were finalized and compiled for final approval by the City Council as funding is available in 2025 in the amount of \$90,000.00; and

WHEREAS, pricing for a new hydraulic driven snow blower was solicited from a local vendor in the amount of \$56,050.00; and

WHEREAS, Staff recommends the approval of the acquisition of the 2025 Snow Wolf Alpha Snow Blower 33-100-HB and surplus the 2005 Tenco snow blower.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of equipment from Ziegler Cat in the amount of \$56,050.00

Adopted by the City Council of the City of Waconia this 21st day of April 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

Ziegler Inc.



229324-01

Mar 25, 2025

CITY OF WACONIA
ATTN ACCOUNTS PAYABLE
201 S VINE ST
WACONIA, MN 55387-1337

City of Waconia,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: One (1) NEW - Snow Wolf Alpha Snow Blower

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Corey Knuppel
Territory Manager
612-394-1735

Caterpillar Model: SNOWWL Attachment Snow Removal

33-100-HB

100" Hydraulic Driven Snow Blower, 33" Fan, Truck Loading Chute, adjustable skid shoes, 40-50 GPM Flow

Alpha Blower with truck chute w/foam filled gauge wheels, skid shoe

Sell Price:	\$56,050.00
-------------	-------------

WARRANTY

Standard Warranty:	Standard manufacturers warranty
Extended Warranty:	



September 9, 2024

City of Waconia
310 E 10th St
Waconia, MN 55387
Attention: Tom

Dear: Tom

Thank you for the opportunity to quote you the HitchDoc HDS 9200 hydraulic snow blower for your CAT 938M.
The snow blower is equipped as follows:

HitchDoc HDS 9200 Hydraulic Snow Blower
Weight: 5,200lbs

❖ 9ft. Main Blower Base	<u>\$60,408.00</u>
○ Cut Width- 108"	
○ Cut Height- 45"	
○ Overall Width- 114"	
○ Overall Height- 127"	
○ Auger- Dual 16"	
○ Chute discharge height- 105"-150"	
○ Drive Requirements- 40-50 GPM at 3,700+ psi	
❖ CAT Fusion Style Mounting Coupler	<u>\$4,194.00</u>
❖ Blower Motor Package (No Charge)	
○ 40 GPM Kit (40-46 GPM)	
○ 50 GPM Kit (47-52 GPM)	
❖ Hydraulic Valve Package (No Charge)	
○ 12 Volt 40/50 GPM Kit	
○ 24 Volt 40/50 GPM Kit	
❖ Hydraulic Kit	
○ CAT 938M (no case drain on loader) add case drain	<u>\$2,020.50</u>
▪ OR	
○ CAT 938M (w/ case drain on loader) use existing hydraulics	<u>\$2,020.50</u>
❖ Wiring Harness	
○ CAT 938M Wire Harness/ In Cab Control	<u>\$5,040.00</u>
❖ NUSS INSTALL	<u>\$1,500.00</u>
❖ Freight from HitchDoc to Dealer	<u>\$500.00</u>

Blower Price **\$75,683.00**

Shipping **\$500.00**

TOTAL PURCHASE PRICE **\$76,183.00**

All prices are subject to applicable sales taxes.

FOB City of Waconia Public Works

See Next Page For Build Features

ROCHESTER • ST. PAUL • MANKATO • ST. CLOUD • DULUTH • EAU CLAIRE • BURNSVILLE

Features

- ❖ 45" Hydraulic rotating fan housing for right or left side discharging
- ❖ 7-gauge steel fan housing
- ❖ 1/4" steel blower shell
- ❖ 1/2" end plates
- ❖ Hydraulic spout deflector
- ❖ 270" Hydraulic rotary spout
- ❖ High strength corner bracing
- ❖ Tiger Teeth laced augers
- ❖ Heavy-duty polyurethane idler wheels
- ❖ Adjustable hardened steel skid shoes
- ❖ Bolt-on removable and replaceable grader blade cutting edge
- ❖ Quick-Tach mounts for various wheel loader configurations
- ❖ Enclosed 80# heavy-duty auger chain and spring tensioned idler sprocket
- ❖ Powder coat yellow finish

I really appreciate your time and consideration on the above HitchDoc Hydraulic Snow Blower. If you have any questions or would like additional information, please call my cell phone (612) 346-2045.

Sincerely-

Adam Edwards
Regional Sales Manager
Nuss Truck and Equipment

AlphaBlower™ Specifications



AlphaBlower 24-84-H
Hydraulic Flow: 30-45 GPM



AlphaBlower 24-84-P
PTO Power: 75-130 HP



AlphaBlower 33-100-H
Hydraulic Flow: 40-50 GPM



AlphaBlower 33-100-P
PTO Power: 100-250 HP



AlphaBlower 36-106-P
PTO Power: 150-350 HP

Model Number	24-84-H	24-84-P	33-100-H	33-100-P	36-106-P
Width of Auger (cm)	85" (216)	85" (216)	100" (254)	100" (254)	106" (269)
Overall Width at Drift Breakers (cm)	90" (229)	90" (229)	106.5" (271)	106.5" (271)	111" (282)
Center Cutting Height (cm)	36" (91)	36" (91)	41" (104)	41" (104)	46" (117)
Side Cutting Height (cm)	57" (145)	57" (145)	75" (191)	75" (191)	75" (190)
Impeller Diameter (cm)	24" (61)	24" (61)	33" (84)	33" (84)	36" (91)
Impeller Depth (cm)	9" (23)	9" (23)	11" (28)	11" (28)	14" (36)
Auger Diameter (cm)	28" (71)	28" (71)	33" (84)	33" (84)	38" (97)
Weight (kg)	2,400 lbs (1,089)	2,050 lbs (930)	3,900 lbs (1,769)	3,650 lbs (1,656)	4,120 lbs (1,869)
Min. Three-Point Hitch Lift Capacity (kg)	N/A	3,450 lbs (1,565)	N/A	5,500 lbs (2,495)	6,800 lbs (3,084)
Hardox 500 Reversible Cutting Edges (cm)	½" x 8" (1.2 x 12)	½" x 8" (1.2 x 12)	½" x 8" (1.2 x 12)	½" x 8" (1.2 x 12)	½" x 8" (1.2 x 12)
Hardox 500 Side Skids	Standard	Standard	Standard	Standard	Standard
Hardox Impeller Housing	Standard	Standard	Standard	Standard	Standard
Auto Reset Hydraulic Cut-Out Clutch(es)	Standard (2)	Standard (1)	Standard (2)	Standard (2)	Standard (1)
HD Upper Wing Edges (Drift Breakers)	Standard	Standard	Standard	Standard	Standard
Screw Adjustable Gauge Wheels	Optional	N/A	Standard	N/A	Optional
Hydraulic Chute Rotation	Standard	Standard	Standard	Standard	Standard
Deluxe HD Chute	4-Flap	4-Flap	4-Flap	4-Flap	4-Flap
Hydraulically Collapsible Chute	Optional	N/A	Standard	N/A	Optional
HD Truck Loading Chute	Optional	Optional	Optional	Optional	Optional
PTO Stub Shaft Diameter	N/A	1-3/4"	N/A	1-¾"	1-¾"
PTO	N/A	1,000 rpm	N/A	1,000 rpm	1,000 rpm
PTO Shaft Included	Standard	N/A	Standard	Standard	N/A
Recommended GPM (LPM)	30-45 (114-170)	N/A	40-50 (150-190)	N/A	N/A
Recommended PTO HP	N/A	75 - 130	N/A	100 - 250	150 - 350
To Fit Rear Mount PTO	N/A	Standard	N/A	Standard	Standard
To Fit Rear Mount PTO (Towing Position)	N/A	N/A	N/A	Add FMT-33100 Option	N/A

For Customer Service, Call or Text 800-905-2265



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.8. Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-118 Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council			
EXPLANATION OF AGENDA ITEM: The City of Waconia received several cash donations for fire safety and prevention efforts. The following parties donated to the City's fire department for these efforts: Gopher Medical \$1,750 PD Holdings \$ 105 Kelzer Trucking \$ 105 Barbara Radde \$ 30 With the Council's acceptance of these donations, staff will recognize the donation as revenue in the fire department's 2025 budget. The City works with the National Fire Safety Council for fire prevention materials and information. The donations received will be passed thru to them so they can assist the department in future efforts.			
ATTACHMENTS: 1. Resolution No. 2025-118 Accepting Donations Fire Safety			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____	Budgeted	Personnel Committee:	
X _____	Non-Budgeted	Other: More sample text.	
_____	Amendment Required		

**CITY OF WACONIA
RESOLUTION NO. 2025-118**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Gopher Medical	Cash Donation for Fire Safety/Prevention	\$1,750
PD Holdings	Cash Donation for Fire Safety/Prevention	\$ 105
Kelzer Trucking	Cash Donation for Fire Safety/Prevention	\$ 105
Barbara Radde	Cash Donation for Fire Safety/Prevention	\$ 30

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

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

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

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

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

Adopted by the City Council of the City of Waconia this 21st day of April, 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.9. Consent to Contract Transfer to Sports Facilities Companies		
Originating Dept:	Administration		
Presented By:	Shane Fineran		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Consent to the Assignment of Rink Management Agreement to Sports Facilities Companies			
EXPLANATION OF AGENDA ITEM: Since 2015 the City has contracted with Rink Management Services Corporation for the management and operations of the Waconia Ice Arena and Safari Island Community Center. In 2024 the City entered into an agreement with Rink Management Services Corporation for the same at the City's Senior Center. Rink Management Services Corporation is progressing towards the sale of certain management contract agreements to a firm called Sports Facilities Companies. Sports Facilities Companies, based out of Tampa, Florida, has been in operation since 2003 and currently operates similar facilities and provides services to 75 different properties across the United States. The City Council met with Sports Facilities Companies representatives in a work session on April 7th to learn more about the company and the service they provide. The terms of the existing service contract and fee structure are not changing with the assignment of the contract and local staff will remain in place in the interim.			
ATTACHMENTS: 1. Consent to Assignment - Waconia Safari and Ice			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other: More sample text.	
_____ Amendment Required			

April 21, 2025

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

Re: That certain Professional Management Services Agreement (as amended) for the Safari Island Community Center dated March 15, 2016, by and between the City of Waconia, Minnesota and Rink Management Services Corporation and that certain Professional Management Services Agreement (as amended) for the Waconia Ice Arena dated March 15, 2016, by and between the City of Waconia, Minnesota and Rink Management Services Corporation (together the “**Agreements**”).

To Whom It May Concern:

We are delivering this letter to notify you that Rink Management Services Corporation, a Virginia corporation (“**RMSC**”), is progressing towards a sale of certain assets to an affiliate of Sports Facilities Company, Inc., a Delaware corporation (“**Sports Facilities**”), pursuant to the terms of an Asset Purchase Agreement by and between RMSC and Sports Facilities (the “**Proposed Transaction**”).

Founded in 2003, Sports Facilities has been involved in the planning, consulting, and operating of many of today's most notable sports tourism and recreation destinations, hosting more than 25 million annual visits in Sports Facilities affiliated venues. Sports Facilities has served more than 2,000 communities since its founding and currently operates 75 properties on behalf of municipalities, real estate developers, and private clients, including Myrtle Beach, SC, Gatlinburg, TN, Hoover, AL, Sandusky, OH, Panama City Beach and notable new developments in Fort Bend, TX and Starkville, MS. The Sports Facilities team is comprised of more than 3,000 team members in over 20 states.

Pursuant to the terms of the Agreements, your consent is required in connection with the assignment of the Agreements to Sports Facilities at the closing of the Proposed Transaction (the “**Assignment**”). Accordingly, we hereby request that you consent to the Assignment.

Please indicate your consent as provided above by signing in the space indicated below and returning the executed copy via email at your earliest convenience to Tom Hillgrove at tom.hillgrove@rinkmanagement.com.

[signature page follows]

RINK MANAGEMENT SERVICES
CORPORATION, a Virginia corporation

By: _____
Name: Thomas W. Hillgrove
Title: President

ACKNOWLEDGED AND AGREED TO:

CITY OF WACONIA, MINNESOTA

By: _____
Name: Tim Litfin
Title: Mayor

By: _____
Name: Jacqueline Schulze
Title: Assistant City Administrator

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 21, 2025	
Item Name:		7.10. Paddle Craft Lease at Cedar Point Park	
Originating Dept:		Administration	
Presented By:		Shane Fineran	
Previous Council Action: None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-119 Approving Lease for Paddle Craft Rental			
EXPLANATION OF AGENDA ITEM:			
For a number of years, the City has partnered with a 3rd party to offer paddle craft rental, storage, and lessons at Cedar Point Park. Since 2022, Audra Lawson with Never Bored Adventures has provided paddlecraft rentals utilizing the paddle craft rack and parking of equipment trailers at Cedar Point Park. The existing lease termed out, and both parties are interested in entering into a new lease agreement to continue to offer this service at the park. Never Bored will have the ability to store equipment and sub-lease storage rack space for paddlecraft at the park between April and October of each year with a rental rate of \$25 per craft space with rent due annually. The agreement term will run for 3 years, which mirrors the previous agreement between Never Bored and the City.			
ATTACHMENTS:			
1. Resolution No. 2025-119 Paddlecraft Lease at Cedar Point 2. Agreement for Paddlecraft Lease at Cedar Point Park with Never Bored			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted		Personnel Committee:	
☐ Non-Budgeted		Other: More sample text.	
☐ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-119**

**RESOLUTION AUTHORIZING APPROVAL OF RENTAL AGREEMENT FOR
PADDLECRAFT STORAGE RACKS WITH NEVER BOARD, LLC. FOR CEDAR POINT
PARK**

WHEREAS, the City has partnered with third parties to offer paddlecraft storage, rental, and lessons at Cedar Point Park; and

WHEREAS, staff were engaged with Audra Lehrke of Never Bored, LLC who desired to manage the paddle craft storage racks; and

WHEREAS, ; rental fee's associated with the rental agreement have been paid; and

WHEREAS, the City Administrator is authorized to execute the multi-year agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of rental agreement for paddle craft storage racks with Never Bored, LLC. for Cedar Point Park.

Adopted by the City Council of the City of Waconia this 21st day of April 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

**RENTAL AGREEMENT
FOR
PADDLECRAFT STORAGE RACKS**

The following rental agreement is dated April 21, 2025 and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Never Bored L.L.C., a Minnesota limited liability company (“**Never Bored**”).

1. **Term of Lease.** The term of this agreement shall commence on April 21, 2025 and expire on October 31, 2027 (the “**Lease Term**”).
2. **Installation & Maintenance of Storage Racks.** As part of an Agreement the City installed three (3) paddlecraft storage racks, each having six (6) storage spaces (the “**Storage Racks**”) at Cedar Point Park, Waconia, Minnesota (the “**Park**”). The City, in its discretion, shall monitor the condition, make necessary repairs or replace the Storage Racks at the Park as part of its Capital Improvements Projects, or Park Budgetary Process (provided Never Bored may provide nonbinding input to the City regarding both items).
3. **Rental.**
 - 3.1. **Use.** The City grants Never Bored Adventures an exclusive right to use the Storage Racks at the Park to store paddlecraft and related equipment between April 15th and October 31st of the first year of the Lease Term and between April 1st and October 31st of each subsequent year during the Lease Term. Further, Never Bored Adventures may: i) place up to two signs on the Storage Racks advertising the services and rentals provided by Never Bored Adventures, provided that Never Bored Adventures shall obtain the prior approval of the City for any such sign, which approval shall not be unreasonably withheld; and ii) in connection with its use of the Storage Racks Never Bored may park two equipment trailers in the Park’s parking lot (the “**Parking Lot**”) at a location designated by the City between April 15th and October 31st of the first year of the Lease Term and between April 1st and October 31st of each subsequent year of the Lease Term.
 - 3.2. **Conditions.** Never Bored Adventures rights under this agreement are personal to Never Bored Adventures and Never Bored Adventures is not being granted, nor shall it claim, any right, title or interest in the Storage Racks, the Parking Lot or the Park. As such, Never Bored Adventures may not assign this lease or its rights under this agreement to any other person or entity except as expressly provided in Section 4 below. Further, Never Bored Adventures rights under this agreement are limited to those expressly described herein and shall not be expanded by implication.
 - 3.3. **“As Is” Condition.** Never Bored Adventures acknowledges the City has made no warranties or representations as to the suitability of the Storage Racks or the Parking Lot for the uses to which Never Bored Adventures intends to put them. Never Bored Adventures acknowledges that is accepting use of the Storage Racks and the Park’s parking lot on an “AS IS,” “WHEREIS,” and “WITH ALL FAULTS” basis.

4. **Subleases.** Never Bored Adventures may sublease the use of one or more paddlecraft storage spaces in the Storage Racks for a fee set by Never Bored Adventures. No sublease shall extend beyond the Lease Term and each sublease shall include the Paddlecraft Storage Space Disclosure attached as Exhibit A (the “**Disclosure**”). Never Bored Adventures shall provide the City with an executed original of a Disclosure for each sublease within ten (10) days after each sublease is executed.
5. **Rent.** Never Bored Adventures shall pay the City an annual rent (“**Rent**”), based on \$25.00 per storage space, as follows:

First year payment due April 21, 2025

Second year payment due April 1, 2026

Third year payment due April 1, 2027

Never Bored Adventures shall deliver each annual Rent payment to the City, on or before the date it is due, at the following address: City of Waconia, Attn: Accounts Receivable, 201 South Vine Street, Waconia, MN 55387.

6. **Operation, Maintenance and Repair.** Never Bored Adventures is responsible for all costs, taxes, permit fees and license fees associated with its operation of the Storage Racks. Never Bored Adventures, at its expense, shall keep the Storage Racks in good condition and repair and in a clean and orderly condition. Except for the signs allowed by Section 3 above, Never Bored Adventures shall not make any modifications, alterations or improvements to the Storage Racks or the Parking Lot without the City’s prior approval, which approval may be granted or denied in the City’s discretion. Never Bored Adventures shall not allow any waste or injury to the Storage Racks, the Parking Lot or the Park.
7. **Advertising.** If Never Bored Adventures so requests, the City may advertise the availability of paddlecraft storage space in the City’s Park and Recreation Program Guide, on the City’s Parks and Recreation website, in the City’s Park and Recreation informational flyers, and on advertising screens located within Safari Island and the City’s Ice Arena. The frequency, size and content of such advertising shall be subject to the City’s approval, which approval may be granted or denied in the City’s sole discretion.
8. **Surrender.** On or before the expiration or earlier termination of the Lease Term, Never Bored Adventures shall at its expense: i) remove any signs it has placed on the Storage Racks and repair any damage caused by such removal; ii) remove all personal property and rubbish from the Storage Racks including, but not limited to, any personal property of subleases; iii) surrender all keys for the Storage Racks to the City; iv) return the Storage Racks to the same order and condition as they existed on the commencement of the Lease Term, excepting ordinary wear and tear; and v) remove its trailer from the Parking Lot and repair any damage caused by the trailer. Any personal property remaining in the Storage Racks or in the Parking Lot after the expiration or earlier termination of the Lease Term shall be deemed abandoned and may be disposed of by the City, in its discretion. Never Bored Adventures hereby releases

the City from any liability associated with the disposal of personal property deemed abandoned. Further, Never Bored Adventures agrees to reimburse the City for all expenses, including attorney's fees, incurred by the City in connection with: i) removing personal property from the Storage Racks or the Parking Lot; ii) storing personal property; iii) returning personal property to its owner; or iv) disposing of personal property.

9. **Compliance.** Never Bored Adventures shall at all times operate its business and the Storage Racks in full compliance with all applicable municipal, state and federal laws, statutes, ordinances, codes and regulations.
10. **Indemnification.** Never Bored Adventures agrees to indemnify, defend and hold the City harmless from and against any claims, actions, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of injury, death, property damage or property loss occasioned wholly or in part by use of the Storage Racks or the Parking Lot by Never Bored Adventures, or by Never Bored Adventures' operations. This indemnification shall survive expiration or earlier termination of the Lease Term and this agreement.
11. **Insurance.** Never Bored Adventures shall provide proof of liability and workers' compensation insurance coverage, acceptable to the City, before using the Storage Racks and shall maintain such insurance coverage throughout the term of this agreement. The City shall be named as an additional insured in regard to this agreement and such insurance shall be primary coverage in regard to all matters relating to Never Bored Adventures' obligations of indemnification hereunder without right of contribution from similar insurance maintained by the City. Never Bored Adventures shall promptly provide the City with a certificate of insurance evidencing the required insurance, which certificate shall provide that the issuer shall endeavor to give the City not less than thirty (30) days prior written notice before the termination of any insurance coverage required hereunder.
12. **Waiver.** Notwithstanding anything to the contrary in this agreement, the City and its elected officials, officers, employees and property manager, if any, shall not be liable to Never Bored Adventures for, and Never Bored Adventures hereby releases such parties from, all damage, compensation and claims arising in whole or in part from: i) loss or damage to trade fixtures, equipment or personal property located in the Storage Racks or the Parking Lot; ii) lost business or other consequential damage arising out of interruption in the use of the Storage Racks or the Parking Lot; and iv) any criminal act by any person, including but not limited to, theft of any personal property from the Storage Racks (e.g. paddlecraft) or the Parking Lot (e.g. Never Bored Adventure's trailer and its contents). Never Bored Adventures agrees to obtain insurance to protect Never Bored Adventures from all such losses.
13. **Early Termination.** The Lease Term and this agreement will terminate early under any of the following circumstances:
 - 13.1. The City may, at its sole option, terminate the Lease Term and this agreement for cause upon written notice to Never Bored Adventures if Never Bored Adventures fails to pay any annual Rent payment when due.

13.2. The City may, at its sole option, terminate the Lease Term and this agreement for cause upon written notice to Never Bored Adventures if Never Bored Adventures breaches any other obligation of Never Bored Adventures under this agreement and such breach has not been fully cured by Never Bored Adventures within thirty (30) days of receiving written notice of the deficiency from the City.

14. **Miscellaneous.** This agreement may be modified only by a writing executed and delivered by both parties. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture between the City and Never Bored Adventures. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement shall be construed according to the laws of the State of Minnesota.

Never Bored Adventures, L.L.C.

City of Waconia

Audra Lawson, Chief Manager

Date: _____

Address for notices:

1174 Hidden Creek Boulevard
Mayer, Minnesota 55360

Shane Fineran, City Administrator

Date: APRIL 21, 2025

Address for notices:

201 South Vine Street
Waconia, MN 55387

EXHIBIT A

Paddlecraft Storage Space Disclosure

I acknowledge Never Bored Adventures, L.L.C. ("**Never Bored**") is required to give me the following information and obtain my signature on this form before I can rent paddlecraft storage space.

I acknowledge I have received the following information:

- The paddlecraft storage space I am renting is located in a municipal park owned by the City of Waconia, Minnesota (the "**City**"). All ordinances in the Waconia City Code relating to municipal parks and the use of municipal parks apply. Further, all Minnesota Statutes regarding parks and recreational facilities apply.
- The rack in which my paddlecraft storage space is located is owned by the City. The City has granted Never Bored Adventures a lease to use the storage rack and the right to sublease space to me. If the City terminates its lease with Never Bored Adventures for any reason, I will lose my right to use the storage space unless I enter into a new agreement with the City.
- The only relationship between the City and Never Bored Adventures is that of lessor and lessee for the paddlecraft storage racks. The City is not in a partnership or joint venture with Never Bored Adventures of any kind. As such, the City has no responsibility for the actions or omissions of Never Bored Adventures or its employees.

Given the above, I agree the City and its elected officials, officers, and employees shall not be liable to me, and I hereby release such parties from, all damage, compensation and claims arising, in whole or in part, from my use of the paddlecraft storage space in Cedar Point Park. Importantly, I specifically release the City and its elected officials, officers and employees from any loss or damage I may suffer if my paddlecraft or other personal property is stolen from the paddlecraft storage space I am renting.

Signature: _____

Print Name: _____

Date: _____

[http://clients.intranet.mhslaw.com/1/13302/parks and recreation/spokes/draft documents/cedar point park paddlecraft rack lease agreement 04-09-2015.docx](http://clients.intranet.mhslaw.com/1/13302/parks%20and%20recreation/spokes/draft%20documents/cedar%20point%20park%20paddlecraft%20rack%20lease%20agreement%2004-09-2015.docx)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025
Item Name:	7.11. Solid Waste Reduction Grant Agreement with Carver County
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-120 Authorize Approval and Execution of Solid Waste Reduction Grant Agreement with Carver County	
EXPLANATION OF AGENDA ITEM: City staff completed a grant application in February 2025 for the Solid Waste Reduction Grant with Carver County Environmental Services. The grant is for reimbursement of composting services and fees paid from January 1, 2025 to December 31, 2025. The City has applied for this grant for several years and continually receives support from Carver County to provide composting and recycling services within the city limits. A grant agreement was provided by Carver County and is attached. Staff is requesting approval of the attached grant agreement. The City may receive up to a total of \$17,000 based on the specifications listed in the grant. As part of the grant application process, the City estimates its total costs for 2025 to be about \$27,000 based on previous years' final composting expenditures. In 2024, the City collected \$6,540 in compost fees from residents at the drop-off site. Between this grant and the fees charged, these services are almost 100% paid for without the assistance of tax dollars. A final report of the City's total cost for composting is due to Carver County by January 31, 2026. City staff will report to the City Council the final amount of grant funds received for this program early next year.	
ATTACHMENTS: 1. Resolution No. 2025-120 Authorize Grant Agreement with Carver County 2. Grant Agreement for Compost with Carver County	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other: More sample text.
☐ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2025-120**

**RESOLUTION AUTHORIZING APPROVAL & EXECUTION OF SOLID WASTE
REDUCTION GRANT AGREEMENT WITH CARVER COUNTY**

WHEREAS, City staff applied for a grant with Carver County for solid waste reduction and recycling in February 2025; and

WHEREAS, the City of Waconia will be awarded grant funds up to \$17,000 for the cost to provide compost and recycling services within the City limits between January 1, 2025 and December 31, 2025; and

WHEREAS, the attached grant agreement must be approved by the City Council; and

WHEREAS, the final financial analysis of the City's expenditures is due to Carver County to be considered for reimbursement by January 31, 2026.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby authorizes approval and execution of the solid waste reduction grant agreement with Carver County.

Adopted by the City Council of Waconia, Minnesota this 21st day of April, 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

COUNTY OF CARVER

2025 SOLID WASTE REDUCTION GRANT

GRANT AGREEMENT

This grant agreement is between the County of Carver, acting through its Public Services Division, 600 East 4th Street, Chaska, MN 55318 and The City of Waconia, 201 Vine St. South, Waconia MN 55387 (“Grantee”).

Recitals

1. Under Minnesota Statutes §473 and §115A, the County is empowered to enter into this grant.
2. The County is in need of the City of Waconia’s assistance to carry out the provisions of the Carver County Solid Waste Management Plan 2018 to 2036.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the County.

Grant Agreement

1. Term of Grant Agreement

- a. Effective date:* January 1, 2025. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- b. Expiration date:* The expiration date of the grant is certified through December 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. All expenditures must be made prior to December 31, 2025, and reimbursement requests must also be received by the County no later than January 31, 2025. Grant funds may not be carried forward to the next calendar year and must be used for activities specified as allowable expenditures in Exhibit A.
- c. Survival of Terms.* The following clauses survive the expiration or cancellation of this grant agreement:
9. Liability; 10. Audits, 11. Government Data Practices and Intellectual property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 19. Data Disclosure.

2. Grantee’s Duties

The Grantee, who is not a county employee, will provide solid waste program services and education consistent with the Carver County Solid Waste Management Plan. The Grantee will perform the duties as explained in Exhibit A.

The Grantee must secure a minimum of three bids for all grant related activities greater than \$5,000. These activities must relate to solid waste landfill abatement programs and activities consistent with the Carver County Solid Waste Management Plan and applicable State Statutes and County ordinances. The Grantee agrees to work with the County to promote solid waste programs. Any deviation from the programs or expenditures listed in Exhibit A must be approved in writing by Carver County Environmental Services.

3. Reporting Requirements

The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the County, unless the County grants an extension in writing.

4. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

5. Consideration and Payment

a. **Consideration.** The County will pay for all services performed by the Grantee under this grant agreement as follows:

- i. **Compensation.** The Grantee will be paid for all solid waste reduction activities as specified by Exhibit A, performed by the Grantee during the term of the Grant up to seventeen thousand dollars (\$17,000.00).
- ii. **Total Obligation.** The total obligation of the County for all compensation and reimbursements to the Grantee under this grant agreement will not exceed seventeen thousand dollars (\$17,000.00).

b. **Payment**

- i. **Invoices.** The County will promptly pay the Grantee after the Grantee's presentation of invoices for services performed and acceptance of such services by the County's authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the County within the dates previously noted in "Term of Grant Agreement" in this contract.
- ii. **Federal Funds.** (Where applicable, if blank, this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the County through Title ____ CFDA number ____ of the ____ Act of _____. The grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

6. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County's Authorized Representative and in accordance with all applicable federal, County, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the County to be unsatisfactory or performed in violation of federal, County, or local law.

7. Authorized Representative

The County's Authorized Representative is Dustin Heidinger, 600 East 4th Street, Chaska, MN 55318, (952) 361-1836, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Jon Haukaas, Public Services Director, City of Waconia, 210 Vine St. South, Waconia, MN 55387. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the County.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

- a. *Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- b. *Amendments.*** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- c. *Waiver.*** If the County fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right enforce it.
- d. *Grant Agreement Complete.*** This grant agreement, including Exhibit “A”, contain all negotiations and agreements between the County and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9. Liability

The Grantee must indemnify, save, and hold the County, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the County, arising from the performance of this grant agreement by the Grantee or the Grantee’s agents or employees.

10. Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee’s books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the County and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

11. Government Data Practices and Intellectual Property

- a. *Government Data Practices.*** The Grantee and County must comply with the Minnesota Government Data Practices Act, Minnesota Statute §. 13, as it applies to all data provided by the County under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the County.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

12. Worker’s Compensation

The Grantee certified that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County’s obligation or responsibility.

13. Publicity and Endorsement

- a. **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the County as the sponsoring agency and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
- b. **Endorsement.** The Grantee must not claim that the County endorses its products or services.

14. Governing Law

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights 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.

15. **Accessibility:** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines.

Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

16. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

17. Monitoring

If the grant is over \$50,000, the County's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

18. Termination

Termination by the County. The County may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

19. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the County, to federal and state tax agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF CARVER
STATE OF MINNESOTA

 04/03/25

Grantee/Date

 04/03/25
Dave Hemze (Apr 3, 2025 12:38 CDT)

County Administrator/Date





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.12. Special Event Permit - O2B Kids Waconia Summer Kickoff		
Originating Dept:	Administration		
Presented By:	Shane Fineran		
Previous Council Action:	None		
Item Type:	Discussion		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-121 Approving the Special Event Permit for O2B Kids Waconia Summer Kickoff			
EXPLANATION OF AGENDA ITEM: The City received a Special Event Permit for the O2B Kids Waconia Summer Kickoff scheduled for June 3, 2025, from 5:00 p.m. to 7:00 p.m. at City Square Park.			
ATTACHMENTS: 1. Resolution No. 2025-121 Special Event Permit - O2B Kids Summer Kickoff 2. Special Event Permit - O2B Kids Waconia Summer Kickoff 3. Food Truck Location Map			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other: More sample text.	
_____ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-121**

**RESOLUTION APPROVING A SPECIAL EVENT PERMIT
O2B KIDS WACONIA SUMMER KICKOFF**

WHEREAS, O2B Kids Waconia Summer Kickoff organizers have requested a Special Event Permit; and;

WHEREAS, the use of City Square Park on June 3, 2025, from 4:00 to 8:00 p.m. for this event, and;

WHEREAS, request the permitting of food trucks and/or other private food vending and concessions sales on public streets, public parking lots, or within City Square Park during the event; and;

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the requested use of streets on the designated map for a food truck on public property.

Adopted by the City Council of the City of Waconia this 21st day of April 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



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 Jessica		2. Last Name Black	
3. Primary Telephone Number 9524439900	4. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	5. Alternate Phone Number 2183160862	6. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
7. Email Address jessica@o2bkids.com			
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☒ Manager ☐ Agent for the Owner ☐ Other	

**B. Information about primary point of contact for this license during licensed activity (if different than above)
THIS PERSON MUST BE ON SITE DURING THE EVENT**

10. First Name Jessica		11. Last Name Black	
12. Primary Telephone Number 952-443-9900	13. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	14. Alternate Phone Number 218-316-0862	15. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
16. Email Address jessica@o2bkids.com		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 O2B Kids Waconia, Jessica Black			
19. Email Address jessica@o2bkids.com			
20. Mailing Address 410 E 10th Street	21. City Waconia	22. State MN	23. Zip Code 55387
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 O2B Kids Waconia			
26. Business Federal Tax ID Number/Tax Exempt Number		27. Business State Tax ID Number 20-5920734	
28. Business Address 410 E 10th Street	29. City Waconia	30. State MN	31. Zip Code 55387

Section 3. Event Information – attach additional sheets as needed for any questions**A. Event Basics**

32. Name of Event O2B Kids Waconia Summer Kickoff	
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 6/3/2025	
34. Time of Event 5:00-7:00pm	35. Set up start time and clean up finish time 4:00pm-8:00pm

36. Location of Event –Street Address S Spruce 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) ***A detailed diagram of the site plan is also required to be submitted Renting Gazebo and Playground and Park Space will be used. Sweet Winks food truck will park along one of the sides of the park.			
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- 100-150	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any None	46. Purpose of event proceeds (if applicable) N/A		
47. Describe how attendance will be monitored and limited if necessary The event is for O2B Parents and Kids. We have 140 kids at our school but do not anticipate all kids and families to attend the event at the park. There is a chance the Food Truck will draw people from the community to purchase food.			
48. Describe any entertainment being provided No entertainers.			

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.

Sweet Wink's Food Truck will be onsite from 5-7pm at City Square Park to Serve Food for Purchase

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

Not 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: O2B Kids

Number of receptacles: 4

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

We will bag up the trash and bring them back to the dumpster at our school.

☐ No

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

52. Will you be providing toilets and wash stations?

☐ Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒ No

Explain how these needs will be met for event attendees:

Not needed for short amount of time

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.

Managers will be supervising the event and patrolling the park to intervene in a situation with excessive noise. We do not foresee excessive noise as it will be families and small preschool children.

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

No street closure needed.

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.

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

Jessica Black

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

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

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

Signature of Applicant



Date

4/9/2025



Main St E

Main St E

Pine St S

Spruce St S

Pine St S

Spruce St S

1st St E

1st St E



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025		
Item Name:	7.13. Special Event Permit - Waconia Band Practice and Park Performance		
Originating Dept:	Administration		
Presented By:	Shane Fineran		
Previous Council Action:			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-122 Approving Special Event Permit - Waconia Marching Band Practice and Park Performance EXPLANATION OF AGENDA ITEM: The Waconia Band Boosters have submitted a Special Event Permit for the annual Waconia Marching Band Practice and Park Performance on June 11, 2025, beginning at 8:00 a.m. with the park performance from 4:00 to 9:00 p.m. The annual festival showcases high school marching bands from across the state. This year's route will utilize 1st Street from Orange to Walnut, terminating at Bayview Elementary. Band staging will occur utilizing 2nd Street West and Oak and Orange Avenues. South. Set-up on the day of the event will begin at 8:00 a.m. The streets will be closed during the noted times. This year's downtown reconstruction project's official detour route utilizes some of the requested streets and the City will work with the contractor to amend the detour routes during these events. The Lake Waconia Band Festival is a City-sponsored event per the Special Event Policy and City staff provide some staff support for set-up and take-down of no-parking signs and barricades provided by the City, as well as some emergency/medical response staffing by Fire Department personnel during the festival on June 11, 2025 ATTACHMENTS: 1. 7.13 Resolution No. 2025-122 Special Event Permit Waconia Band Performance 2. Resolution No. 2025-122 Special Event Permit - Waconia Band Festival			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other: More sample text.	
_____ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-122**

**RESOLUTION APPROVING USE OF STREETS, PARADE PERMIT, AND FOOD TRUCKS
FOR THE LAKE WACONIA BAND FESTIVAL**

WHEREAS, Lake Waconia Band Festival organizers have requested use of and closure of certain streets in support of the 26th annual Lake Waconia Band Festival; and

WHEREAS, request closure and use of 1st Street between Pine Street and Spruce Street from 8:00 a.m. and 1:00 p.m. on June 25th for marching band practice; and

WHEREAS, request closure and use of 1st Street between Oak and Elm Streets from 4:00 p.m. and 9:00 p.m. on June 25th for marching band practice; and

WHEREAS, request closure and use of 2nd Street between Oak and Birch Streets; Oak Street between 2nd Street and 1st Street; and Orange Street between 2nd and 1st Street from 4:00 p.m. to 9:00 p.m. on June 25th for band staging areas; and

WHEREAS, request closure and use of 1st Street between Birch and Walnut Streets; and Walnut Street between 1st Street and 2nd Street between 5:00 p.m. and 9:00 p.m. for the marching band parade route; and

WHEREAS, request the permitting of food trucks and/or other private food vending and concessions sales on public streets, public parking lots, or within City Square Park during the event; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the requested use of streets, parade permit on the designated route, and food truck and/or concession sales on public property.

Adopted by the City Council of the City of Waconia this 21st day of April 2025.

Tim Litfin Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



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 Faith		2. Last Name Turner		
3. Primary Telephone Number 612-210-5708	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number		6. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
7. Email Address faithhelen@mac.com				
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 <u>WMB Volunteer</u>		
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 Waconia Band Boosters				
19. Email Address waconiabandboosters@gmail.com				
20. Mailing Address 1650 Community Dr		21. City Waconia	22. State MN	23. Zip Code 55387
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 Faith Turner c/o Waconia Band Boosters				
26. Business Federal Tax ID Number/Tax Exempt Number		27. Business State Tax ID Number 38-3681247		
28. Business Address 1650 Community Dr		29. City Waconia	30. State MN	31. Zip Code 55387
Section 3. Event Information – attach additional sheets as needed for any questions				
A. Event Basics				
32. Name of Event Waconia Marching Band Practice and Park Performance				
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 06/11/2025				
34. Time of Event 8:00a - 1:00p; 4:00p-9:00p		35. Set up start time and clean up finish time 8:00a start/8:00p finish		

36. Location of Event –Street Address City Square Park: 1st Street from Oak to Elm	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) ***A detailed diagram of the site plan is also required to be submitted Final WMB camp practice to be held in the morning on the street (1st street from Oak to Elm) from 8:00a Break from 1:00p-4:00p. Setup for performance begins at 4:00p. Performance is at 6:00p. Performance will be on the street (1st street from Oak to Elm). Performance and cleanup will be concluded by 9:00p.			
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- ~300	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any N/A	46. Purpose of event proceeds (if applicable) N/A		
47. Describe how attendance will be monitored and limited if necessary WMB directors, chaperones, and event volunteers will be monitoring the event and be in contact with local sheriff & fire department as necessary.			
48. Describe any entertainment being provided This is the final camp day and finishes with the kick off performance for the Waconia High School Marching band.			

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.

The lead coordinator for the event is working with local vendors and food trucks to provide food and beverages during the performance time (4p-8p) and be staged on private property. No alcohol will be served as part of this event.

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

Lead medic for WMB will be on hand for emergencies and is in contact with local sherrif and fire department.

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

51. Will you be providing additional trash receptacles?

☐

Yes

Company providing this service:

Number of receptacles:

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

☒

No

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

52. Will you be providing toilets and wash stations?

☐

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒

No

Explain how these needs will be met for event attendees:

Use of City Square Park restrooms

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.

This event is a Marching Band event. Noise will be from non-amplified musical instruments. Noise from non-amplified instruments will conclude by 8:00p. Cleanup efforts will be concluded by 9:00pm.

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

See attached diagram - file name: MAP-CitySquarePark-ParkPerformance 2025.pdf

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.

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

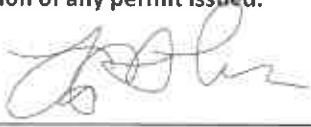
Faith Turner

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

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

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

Signature of Applicant



Date

3/25/2025





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025
Item Name:	8.1. Notice of Intent to Accept Applications for Cable Franchise
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action:	None
Item Type:	Discussion

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to authorize publication of notice of intent to accept applications for cable franchise and to call a public hearing for June 2, 2025 related to cable franchise applications

EXPLANATION OF AGENDA ITEM:

Currently, Mediacom is the only cable provider with a cable franchise in Waconia. This franchise agreement allows Mediacom to use public rights-of-way to provide video service (in addition to their internet and telephone service, which is not regulated by the City) to residents and businesses.

Because cable franchises are not exclusive, any provider may request a cable franchise within the City of Waconia. Comcast has recently been in informal discussions with Waconia related to a full-service build-out within the City, including television and internet service. To provide cable television service, a cable franchise is required.

Process for Accepting Cable Franchise Applications

State law (Minnesota Statute Section 238.081) establishes the process that local franchise authorities, in this case, the City of Waconia, must follow when considering cable franchises. These steps include:

1. Authorizing and Publishing of "Notice of Intent to Accept Applications for Cable Franchise": The application period must be open at least 20 days from the time of first publication and published twice in the City's official newspaper. If approved by council, the notice will be published in the Waconia Patriot on May 1, 2025, and May 8, 2025. The application period would close on May 21 at 4:00 pm.
2. Receive Applications and Fees: The City is required to mail copies of the notice to any person we have identified as a potential candidate for the franchise. Interested corporations must submit an application and a \$5000 franchise application fee to the City of Waconia.
3. Public Hearing: The City is required to hold a Public Hearing to consider applications. If approved, the City would call a public hearing for June 2, 2025, at 6:00 pm. During the public hearing, the applicant(s) will have an opportunity to present their application materials and information to the City Council. The Council will also be able to ask questions of the applicant(s) and take comments/feedback from the public. The Council will not be asked to act on the cable franchise(s) at that time, as the City is required to wait seven days following the public hearing.

4. Final Approval of Franchise Agreement(s): Staff would intend to work with the applicant and bring back final versions of the franchise agreement at the June 16, 2025 City Council meeting for final approval.

The application requirements outlined mirror those required by Minnesota Statute, Section 238.081, Subd. 4. Applicants are asked to provide information to the City such as plans for channel capacity, a description of the proposed system design and planned operations, a proposal for funding community access programming, a schedule of proposed service rates, a statement of qualifications, plans for financing, and more.

Requested Council Action

The requested City Council action for this evening includes a motion to authorize publication of notice of intent to accept applications for cable franchise and to call a public hearing for June 2, 2025, related to cable franchise applications.

ATTACHMENTS:

1. Notice of Intent to Consider Issuance of Franchise - Newspaper
2. Waconia Application Instructions for a Franchise
3. Public Hearing Cable Franchise Final

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

CITY OF WACONIA

NOTICE OF INTENT TO CONSIDER ISSUANCE OF FRANCHISE

Notice is hereby given on behalf of the City of Waconia of its intent to consider issuance of a cable television franchise. This notice is given in accordance with Minnesota law. The application requirements are as per Minn. Stat. §238.081, subd. 4 and the City's application instructions.

1. Applications must be in writing and notarized. Applicants must submit an original and two copies of the application to the City by **4:00 p.m., May 21, 2025**. A copy of the application must be e-mailed or delivered to Christophe L. Morschen, Esq. Melchert Hubert Sjodin, PLLP 121 W. Main Street, Suite 200, Waconia, MN 55387; email: cmorschen@mhslaw.com.
2. Each application shall be submitted to the City, along with an application fee of \$5,000.00 made by check payable to the City of Waconia. Applicants will be required to reimburse any expenses not covered by the application fee.
3. Applicants are requested to be present at a public hearing before the City Council in the City Council chambers located at 201 South Vine Street, Waconia, MN 55387 beginning at 6:00 p.m. on June 2, 2025.
4. The minimum system design and services to be offered are addressed in the City's application instructions which are available upon request, and every application must include, at the minimum, all information required by Minnesota Statutes § 238.081, subdivision 4.
5. Upon review of the application(s) and completion of the public hearing, the City will decide whether to award a franchise or franchises based on applicable law and the record including the application, information provided by the applicant, and other information received by the City including any information submitted by the incumbent company.
6. In no event will submission of a conforming application entitle any applicant to grant of a franchise. The City expressly reserves the right to reject all applications.
7. Any successful applicant(s) will be required to accept the franchise granted within thirty (30) days after adoption.
8. Delivery of application submissions and any questions concerning applications or requests for application instructions should be directed to Jacqueline Schulze, 201 South Vine Street, Waconia, MN 55387; telephone (952) 442-2184; e-mail: jschulze@waconiamn.gov.

Jacqueline Schulze, Assistant City Administrator

Published in the Waconia Patriot on May 1, 2025 and May 8, 2025.

**CITY OF WACONIA CABLE
FRANCHISE APPLICATION
INSTRUCTIONS**

Applicants for a cable franchise must submit the following information to the City of Waconia on or before **4:00 p.m., May 21, 2025**. Submission of this information will constitute application for a cable franchise.

- (1) Plans for channel capacity, including both the total number of channels capable of being delivered and actually to be delivered upon system activation;
- (2) A statement of the television and radio broadcast signals for which permission to carry has been obtained or will be requested from the Federal Communications Commission;
- (3) In the case of a telephone provider, a copy of the MPUC certificate of authority;
- (4) A description of the proposed system design and planned operations, including at least the following items:
 - a. the location of antennae and the headend facilities from which programming will be received;
 - b. the type of automated services to be provided;
 - c. an explanation of the ownership of the facilities comprising the video system;
 - c. a map identifying the proposed initial service area(s) in the City of Waconia and list of member cities to be served;
 - d. a proposed schedule for expansion of service beyond the initial service area or description of the proposed policy for such expansion;
 - e. the schedule for activating two-way capacity; i.e. capacity to send video signals “up stream”;
 - f. the number of channels and services to be made available for community access broadcasting, and a proposal for providing community access programming;
 - g. a general description of any non-video services such as telephone service, high speed internet or data transmission services to be provided in the City of Waconia.
 - h. a schedule of charges for facilities and staff assistance for access cable broadcasting
- (5) A proposal for funding community access programming facilities and/or staff;
- (6) The terms and conditions under which services will be provided to institutions and identification of any plans for providing free or reduced price video or data transmission

services or capacity or other “in-kind” services to governmental, educational, and other institutional entities;

- (7) A schedule of proposed service rates and the proposed policy regarding charges for unusual or difficult service connections;
- (8) A schedule for constructing and activating the system including the sequence in which video service will be activated in various parts of the City;
- (9) A statement indicating the applicant’s qualifications and experience in the video services field, if any;
- (10) Identification of and contact information for the municipalities in which the applicant either owns or operates a video system, directly or indirectly, or holds video franchises;
- (11) Plans for financing the proposed system, including significant anticipated source of capital and significant limitations or conditions with respect to the availability of the indicated sources of capital;
- (12) A statement detailing the corporate organization of the applicant including the names of officers and directors, and information identifying all affiliated companies or businesses;
- (13) A notation and explanation of omissions or other variations with respect to the application; and
- (14) An application fee totaling **\$5,000.00** to offset the City’s costs associated with processing and conducting the franchising procedure.

All applications must be notarized and must include detailed responses to the above.

Negotiation of Franchise Terms. The City of Waconia expects to discuss and negotiate franchise terms and conditions with a successful applicant. The City of Waconia reserves the right to seek franchise terms and conditions or other commitments that meet or exceed the plans contemplated in an application.

Additional Information. The City of Waconia may request such additional information as it deems necessary. In determining whether to issue a franchise, the City of Waconia will consider the application, including the applicant’s financial ability to perform the services to be provided under the franchise, and additional relevant information. Additional factors the City of Waconia may consider include the qualifications of applicant(s), the level and quality and nature of services proposed by the applicant, the needs and interests of the community and institutions as identified by the City of Waconia, and information regarding industry trends, state of the art technologies, services and other related information.

Public Hearing on Applications. A public hearing with respect to application(s) will be scheduled at least seven days before the City of Waconia City Council considers adoption of a franchise ordinance. The hearing will afford the public and franchise applicant(s) reasonable notice and a reasonable opportunity to be heard.

Existing Franchise. Applicants are advised that Mediacom currently provides cable television service in the City pursuant to a cable franchise. The terms of any franchise granted may not be more favorable or less burdensome than the terms of the existing franchise, however City reserves the right to impose additional or more burdensome terms and conditions in any franchises adopted as a result of this application process.

Award of Franchise. A franchise may, in the City of Waconia's sole discretion, be awarded by ordinance.

Any questions regarding this application information may be directed to Jacqueline Schulze, 201 South Vine Street, Waconia, MN 55387; telephone (952) 442-2184; e-mail: jschulze@waconiamn.gov

CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Waconia, MN, will hold a public hearing on June 2, 2025 at 6:00 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider CABLE TELEVISION FRANCHISE AGREEMENTS.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on June 2, 2025. Written comments will be distributed to the City Council for review and consideration. Please submit written comments by mail, email or in person as follows:

Mail/in person: Attention: Jackie Schulze, 201 South Vine Street, Waconia, MN 55387
Email: jschulze@waconiamn.gov

By: WACONIA CITY COUNCIL

ATTEST: Jackie Schulze, Assistant City Administrator

(to be published in the Waconia Patriot)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025
Item Name:	8.2. Direct the Preparation of Plans and Specifications and Authorize Advertisement for Bids of the 2025 Pavement Management Plan Mill & Overlay Project CIP No. 131
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Resolution No. 2024-180 Authorizing Pavement Condition Rating Data Collection Contract
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-123 Authorizing the Preparation of Plans and Specifications and Authorizing Advertisement for Bids of the 2025 Pavement Management Plan Mill and Overlay Project CIP 131

EXPLANATION OF AGENDA ITEM:

The City Council directed staff to develop a long term Pavement Management Plan (PMP) to guide the future investment in improving our transportation infrastructure throughout the city. The draft PMP has been used to create a recommendation of street that would benefit from a mill and overlay pavement rehabilitation. Staff will present the progress on the overall Pavement Management Plan, strategies and techniques to be employed as part of that plan, and a draft five year project schedule as an introduction to this item.

Utilizing the data collected from last year's pavement condition rating contract as well as knowledge of the maintenance staff, the following streets are recommended for mill and overlay in 2025. Geotechnical cores of the pavement and subgrade have also been collected to support this recommendation.

Sierra Hills Neighborhood

Street:	From:	To:
Campfire Drive E	Starlight Drive	480 ft south
Silver Street	Starlight Drive	Feather Circle
Starlight Drive	Campfire Drive E	Silver Street
Feather Circle	Silver Street	Cul-de-sac
Diamond Point	Silver Street	Cul-de-sac

Sterling Hills Neighborhood

Street:	From:	To:
Sterling Road	County Road 10	Park Point Road
Dunbury Road	Sterling Road	Cul-de-sac South

Lockridge Road	Sterling Road	Cul-de-sac South
Park Point Road	570 feet south of Sterling Road	Cul-de-sac North

Recommendations:

It is recommended to proceed with the following steps for the proposed M&O project:

- Authorize the completion of the final design and the preparation of plans and specifications.
- Authorize advertising for bids in order to identify the contractor and the low bid amount.

If the above are authorized, the tentative project schedule would then be as follows:

- May 2025 Complete the final design & the preparation of plans and specifications
- May 2025 Public Outreach to benefiting neighborhoods
- June 2025 Advertise the project and open bids
- July 2025 Award a construction contract at a City Council meeting
- August 2025 Complete submittals/contracts/insurance
- Fall 2025 Construction

Staff recommends approval to advance the project for work to be completed later this year.

ATTACHMENTS:

1. Resolution No. 2025-123 Authorizing Preparation of Plans and Specifications for 2025 Pavement Management Project
2. Mill and Overlay Project 04-14-2025

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
x _____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2025-123**

**RESOLUTION AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS
AND AUTHORIZING ADVERTISEMENT FOR BIDS OF THE
2025 PAVEMENT MANAGEMENT PLAN MILL & OVERLAY PROJECT CIP 131**

WHEREAS, one of the City’s Priorities is managing, maintaining, and improving our current and future physical infrastructure assets; and

WHEREAS, the 2025 Capital Improvement Plan included funding to perform road resurfacing; and

WHEREAS, the City has developed a draft Pavement Management Plan to guide its effort for rehabilitation of pavement surfaces throughout the community and; and

WHEREAS, in 2024 all city streets were surveyed for a new road condition rating to assist in the prioritization of pavement projects; and

WHEREAS, the draft Pavement Management Plan and most recent Road Condition Rating have identified roadways in the Sierra Hills neighborhood and the Sterling Hills neighborhood listed below as being the best candidates for a mill and overlay pavement rehabilitation project.

Sierra Hills Neighborhood		
Street:	From:	To:
Campfire Drive E	Starlight Drive	480 ft south
Silver Street	Starlight Drive	Feather Circle
Starlight Drive	Campfire Drive E	Silver Street
Feather Circle	Silver Street	Cul-de-sac
Diamond Point	Silver Street	Cul-de-sac
Sterling Hills Neighborhood		
Street:	From:	To:
Sterling Road	County Road 10	Park Point Road
Dunbury Road	Sterling Road	Cul-de-sac South
Lockridge Road	Sterling Road	Cul-de-sac South
Park Point Road	570 feet south of Sterling Road	Cul-de-sac North

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby directs staff to prepare plans and specifications for the 2025 PMP Mill & Overlay Project and authorizes advertisement for bids for the project.

Adopted by the City Council of the City of Waconia this 21st day of April 2025.

Tim Litfin, Mayor

Attest: _____

Jackie Schulze, Assistant City Administrator



April 14, 2025

City of Waconia
Attn: Jon Haukaas
310 10th Street East
Waconia, MN 55387

RE: 2025 Mill & Overlay Project

Dear Mr. Haukaas:

Pursuant to your request, this letter outlines the background and recommended next steps to complete a mill and overlay (M&O) project this year.

Background Information:

Planning work to identify upcoming street improvement projects was initiated last year. Steps completed to date include the following:

- April 2024 An update to the City's Pavement Management Plan (PMP) was initiated
- July 2024 Costs for all planned projects & project listed in the CIP were Updated
- Aug. 2024 A draft of the PMP update was completed based on existing pavement scores
- Sept. 2024 City Council authorized Vaisala/Roadbotics to update pavement scores
- Nov. 2024 Pavement condition data was obtained in the field
- Dec. 2024 Pavement condition data processed by Vaisala
- Jan. 2025 Vaisala conducted meetings/training with City staff and Bolton & Menk staff
- Feb. 2025 Vaisala modified data outputs based on City staff comments
- March 2025 Vaisala/Roadbotics data converted to GIS & integrated into Cartegraph
- April 2025 Potential M&O projects evaluated based on new pavement condition data

As a result of the efforts listed above, the recommended M&O project for 2025 includes the entire Sterling Hill Development and a portion of the Sierra Development as shown on the following page. The streets located in these two project areas have pavement condition ratings making them good candidates for an M&O project.

Additionally, recommended future M&O projects have been identified and will be included on the City's Capital Improvement Plan.



Sterling Hill M&O Project Area



Sierra M&O Project Area

Recommendations:

It is recommended to proceed with the following steps for the proposed M&O project:

- Authorize the completion of the final design and the preparation of plans and specifications.
- Authorize advertising for bids in order to identify the contractor and the low bid amount.

If the above are authorized, the tentative project schedule would then be as follows:

- May 2025 Complete the final design & the preparation of plans and specifications
- June 2025 Advertise the project and open bids
- July 2025 Award a construction contract at a City Council meeting
- August 2025 Complete submittals/contracts/insurance
- Fall 2025 Construction

Please contact me if you have any questions about this potential project or if you require any additional information.

Sincerely,

Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 21, 2025
Item Name:	8.3. Ordinance Amendment - Dynamic Signage
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Ordinance No. 781 amending Section 900.10, Subd. 2., regarding regulation of transition times between messages on dynamic signs.

Adopt Resolution No. 2025-125 Summary Publication of Ordinance No. 781.

EXPLANATION OF AGENDA ITEM:

In early 2024, the City Council asked City Staff to review the regulation of transition times between messages on dynamic signs. Following this direction, the Planning Commission held a Work Session on May 2nd, 2024, to discuss the matter further and explore potential solutions. During the session, it was recommended that city staff examine the practices and regulations of neighboring cities to gather information on how they manage transition times for dynamic signs.

Based on this discussion, city staff reviewed and researched neighboring municipalities to assess their approaches to dynamic sign timing and transitions. Following this review, staff provided recommendations for the Planning Commission to establish an acceptable guideline revision related to the timing of message transitions on dynamic signs. After direction and a recommendation from the Planning Commission at their regular meeting on April 3rd, 2025, staff drafted the language below for approval.

Permitted dynamic sign means a, a) rotating barber pole; or b) any other dynamic sign that meets all the following requirements:

- i. It appears to move or change no more than once every sixty (60) seconds, except for date, time, or temperature. Date, time, or temperature information may change no more than once every 3 seconds; and*
- ii. The images or messages displayed between transitions are static and each transition from one (1) display to the next is instantaneous and without special effects (e.g., scrolling messages or flashing messages); and*
- iii. The images or messages displayed are complete in themselves, without continuation in content from one (1) display to the next.*

PUBLIC NOTICE/COMMENT:

The notice was published in the WACONIA PATRIOT on March 20th, 2025, and posted at Waconia City Hall. Additionally, the public notice was posted on the city website. As of the date and time of this report, the City has not received any public comments.

RECOMMENDATION:

The Planning Commission, at their regular meeting on April 3rd, 2025, held the required Public Hearing, took all public comment, reviewed the pertinent information and recommended approval of the proposed ordinance amendment via a 5-0 vote.

ATTACHMENTS:

1. Ordinance Amendment No. 781 Regarding Transition Signs
2. Dynamic Sign Public Hearing Notice
3. Neighboring Cities
4. Section 900.10 Subd. 2. Definitions
5. Resolution. No. 2025-125 Summary Publication of Ordinance No. 781

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

**CITY OF WACONIA
ORDINANCE NO. 781**

**AN ORDINANCE AMENDING SECTION 900.10 SUBD. 2. OF THE WACONIA
CITY CODE REGARDING THE PERMITTED USES OF DYNAMIC SIGNS AND
THE TRANSITION TIMES BETWEEN MESSAGES**

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

Dynamic signs are defined as signs, or portions thereof, that appear to have movement or change using any method other than a person physically removing and replacing the sign or its components. This includes signs that rotate, revolve, move, flash, blink, or change color or intensity of illumination. It also encompasses signs that use LED lights, "digital ink," or other technologies that allow the sign face to present a series of images or displays.

The purpose of this ordinance is to amend Section 900.10: Subd. 2. to clarify and regulate the transition times between messages on permitted dynamic signs. This amendment aims to provide clearer standards for sign transitions to ensure safe and effective communication while minimizing potential distractions to motorists and pedestrians.

AMENDMENTS

Section 900.10: Subd. 2. of the Waconia City Code is amended to add language defining permitted dynamic signs and shall read as follows:

Permitted dynamic sign means a a) rotating barber pole; or b) any other dynamic sign that meets all the following requirements:

- i) It appears to move or change no more than once every sixty (60) seconds, except for date, time, or temperature. Date, time, or temperature information may change no more than once every 3 seconds; and
- ii) The images or messages displayed between transitions are static and each transition from one (1) display to the next is instantaneous and without special effects (e.g., scrolling messages or flashing messages); and
- iii) The images or messages displayed are complete in themselves, without continuation in content from one (1) display to the next.

SUMMARY

The following official summary of Ordinance No 781 has been approved by a four-fifths vote of the City Council of the City of Waconia as clearly informing the public of the intent and effect of the Ordinance:

CITY OF WACONIA ORDINANCE NO.781, AN ORDINANCE AMENDING SECTION 900.10. SUBD. 2 THE WACONIA CITY CODE amends the Waconia City Code to provide clearer standards for dynamic sign transition timing to ensure safe and effective communication while minimizing potential distractions to motorists and pedestrians.

When the summary is published, the publication shall indicate that the published material is only a summary and that the full text of the ordinance is available for public inspection at a designated location or by standard or electronic mail.

EFFECTIVE DATE

This ordinance is effective upon publication.

Passed and adopted by the City Council of the City of Waconia this 21th day of April 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on April 3rd, 2025, at 6:30 p.m, at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to discuss potential updates to the City's Sign Code, specifically Section 900.10: Subd. 2. Definitions, regarding the regulation of transition times between messages on dynamic signs.

The goal of the proposed update is to establish clear guidelines regarding how quickly dynamic signs can transition from one message to another, with the intent to minimize potential distractions for drivers and pedestrians. The city aims to balance allowing the use of dynamic signs effectively while ensuring that message transitions do not become hazardous.

Pertinent information pertaining to this discussion is available at the City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on Thursday, April 3rd, 2025. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

Mail/in person: Abdihafid Sahal, 201 South Vine Street, Waconia, MN 55387
Email: Asahal@waconia.gov

By: WACONIA PLANNING COMMISSION
ATTEST: Abdihafid Sahal; Assistant Planner

(Published in the March 20th, 2025 Waconia Patriot newspaper)

City	Dynamic Display Duration
Waconia	Display changes no more than once every 10 minutes .
Victoria	Illuminated signs must have a minimum display duration of 8 seconds .
Cologne	Display change intervals must be no less than 15 minutes . The transition must take no longer than 2 seconds.
Minnetrista	Display changes no more than once every 5 minutes , except for date, time, or temperature. Date, time, or temperature changes no more than once every 3 seconds.
Norwood Young America	Display changes no more than once every 20 seconds , except for date, time, or temperature.
Chaska	Display changes no more than once every 60 seconds . Frame transitions must be instantaneous; special effects like scrolling, fading, etc., are prohibited.
Eden Prairie	Display changes no more than once every 20 minutes , except for date, time, or temperature. Date, time, or temperature information may change no more than once every 3 seconds.
Minnetonka	Display changes no more than once every 20 minutes , except for date, time, or temperature. Date, time, or temperature information may change no more than once every 3 seconds.
Watertown	Display changes every 4 seconds with a static display.
Chan, Mound, Excelsior, Carver	No specific requirements provided

Sec. 900.10. - Sign regulations.

Subd. 1. *Purpose and intent.* The purpose of these sign regulations is to protect and promote the general welfare, health, safety and order within the city through the establishment of a comprehensive series of standards and procedures governing the erection, use and display of signs within the city, without regard to content. Accordingly, these regulations are intended to: i) promote signs that are compatible with their surroundings, considering a sense of concern for the visual amenities of the city; and ii) discourage unsafe, disorderly, indiscriminate or unnecessary use of signs. These sign regulations are not intended to create content-based restrictions or to allow content-based enforcement.

Subd. 2. *Definitions.* The following terms apply to section 900.10:

Abandoned sign means a sign (including any structure whose primary function is to support such sign) whose: i) display surface remains blank for a period exceeding sixty (60) days; ii) which pertains to a time, building, event or purpose that passed or ceased to apply more than sixty (60) days prior to the then applicable date; or iii) that has remained for more than sixty (60) days after demolition of the building it served.

Address sign means a sign including postal identification numbers, whether written or in number form, and, optionally, the name of the street or building.

Area identification sign means a freestanding sign, on the identified premises, which identifies the name of a neighborhood, residential subdivision, multiple residential complex, shopping center, industrial area, office complex, park or any combination of the above.

Awning sign means a sign permanently affixed to an awning providing a shelter or cover over the approach to any building entrance or shading a window area.

Banner means a temporary sign made out of flexible paper, cloth or plastic-like material.

Building face means that portion of any exterior elevation of a building or other structure extending from grade to the top of a wall and the entire width of that particular building or structure elevation.

Canopy and marquee means a roof-like structure projecting over the entrance to a building.

Development means a commercial use of three (3) or more principal structures with common characteristics, as determined by the city, or a platted residential use of twenty (20) or more lots with common characteristics, as determined by the city. Common characteristics may include shared access, similar architecture, single ownership or history of site plan review approval.

Directional sign means a sign erected on a premises of record by the owner of such property solely for the purpose of guiding vehicular and pedestrian traffic.

District means a city zoning district, as defined in the city's zoning ordinance.

Dynamic sign means a sign or portion thereof that appears to have movement or that appears to change using any method other than a person physically removing and replacing the sign or its components. For example, any sign or portion thereof that rotates, revolves, moves, flashes, blinks or changes color or intensity of illumination (using a method other than a person physically removing and replacing the sign or its components) is a dynamic sign. Further, any sign or portion thereof that incorporates LED lights, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays is a dynamic sign.

Freestanding sign means a sign that is placed in the ground and not affixed to any part of any structure.

Government sign means a sign that is erected or maintained by a governmental unit.

Illuminated sign means a sign or portion thereof that: i) incorporates an artificial light source as part of the sign including, but not limited to, a sign with LED lights, neon lights or an interior light; or ii) a sign that has an artificial light source directed upon it.

Marquee sign means a sign that is permanently attached to a marquee.

Monument sign means any one-sided or two-sided free-standing sign with its entire sign area mounted on the ground or mounted on a base at least eighty (80) percent as wide as the sign area.

Multi-tenant building means a building: i) containing two (2) or more tenants; ii) used by the owner of the premises of record and also containing one (1) or more tenants; iii) that is a condominium; or iv) that is a cooperative. For purposes of these regulations, a "tenant" of a multi-tenant building means either: i) a lessee with a right to occupy a portion of a multi-tenant building on a full-time basis; or ii) an owner using a portion of a multi-tenant building on a full-time basis.

Non-conforming existing sign means a sign lawfully existing prior to the adoption of these regulations, but not conforming to the newly enacted requirements of these regulations.

Off-premises commercial sign means a sign (including any structure whose primary purpose is to support such sign) advertising a business, commodity or service (including those of nonprofits) which business, commodity or service is not located or performed on the premises of record where the sign is located (e.g., billboards and other outdoor advertising).

Permitted dynamic sign means a) rotating barber pole; or b) any other dynamic sign that meets all the following requirements:

- i) It appears to move or change no more than once every ten (10) minutes or it solely displays time and temperature readings irrespective of the frequency of movement or change; and
- ii) The images or messages displayed between transitions are static and each transition from one (1) display to the next is instantaneous and without special effects (e.g., scrolling messages or flashing messages); and

- iii) The images or messages displayed are complete in themselves, without continuation in content from one (1) display to the next.

Portable sign means a sign designed to move from one (1) location to another, not permanently attached to the ground or any other surface.

Premises of record means a lot or parcel that has been assigned a tax identification number by Carver County, Minnesota.

Promotional device means air inflated devices, banners exceeding forty (40) square feet in area, non-mechanical whirling devices, spotlights, or any sign resembling the same; provided, however, that banners forty (40) square feet in area or less shall not be considered promotional devices.

Pylon sign means any free-standing sign supported by a column like structure, posts or poles set firmly in or below the ground surface.

Regulations or sign regulations mean the ordinance contained in this section 900.10.

Roof sign means a sign erected upon or above a roof or parapet of a building.

Shielded light source means, as applicable:

- i) For an artificial light source directing light upon a sign, a light source diffused or directed so as to eliminate glare and housed to prevent damage or danger.
- ii) For light source located within a sign, a light source shielded with a translucent material of sufficient opacity to prevent the visibility of the light source.
- iii) For a light source designed to directly display a message (e.g. LED and neon lighting), a light source specifically designed by its manufacturer for outdoor use.

Sidewalk sign means a temporary sign located on a public or private sidewalk adjacent to and directly in front of a building.

Sign means any letter, symbol, device, poster, mural, picture, statuary, reading matter or representation that is displayed outdoors for informational, communicative or artistic purposes.

Sign area means the entire area within a continuous perimeter enclosing the extreme limits of the sign message and background. However, such perimeter shall not include any structural elements lying outside of such sign and not forming an integral part of the sign. The area of a sign within a continuous perimeter shall be computed by means of the smallest circle, rectangle or triangle that will encompass the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the building façade against which it is placed.

Special event sign means a temporary sign erected by a civic or other non-profit organization in connection with a fundraiser, festival, tournament, or other one-time or annual event; examples of which are Winterfest, Music in the Park, Nickle Dickle Day, and the Carver County Fair.

Street frontage means the portion of a premises of record that abuts a public right-of-way.

Temporary sign means a sign placed on a premises of record for a specific purpose that is of limited time duration, after which the sign is to be removed, which does not necessarily meet the structural requirements for a permanent sign.

Wall sign means any sign that is affixed to the wall of any building or structure.

Window sign means any letter, symbol, device, poster, mural, picture, statuary, reading matter or representation that is placed inside a window or upon the interior side of a window pane and that is visible from the exterior of the window. It does not include merchandise on display.

Zoning administrator means the zoning administrator appointed by the city council or such person's designee.

Subd. 3. *General provisions applicable to all districts.*

- A. *Required signs.* In all districts, one (1) address sign is required for each premises of record with a building. If a premises of record has multiple buildings with separate addresses, then one (1) address sign is required for each separate address. Each address sign shall be attached flat against a wall of the building on which it is located and have letters/numerals at least four (4) inches high with a minimum stroke width of one-half (½) inch. The sign area of an address sign shall not exceed: i) two (2) square feet in the R-1, R-2, R-4 agricultural, shoreland, public and conservation districts; or ii) four (4) feet in any other district.
- B. *Prohibited signs.* The following signs are prohibited in all districts:
 - 1. Signs in, upon or projecting into any public right-of-way or easement, excepting government signs typically found in a public right-of-way or easement (e.g. traffic control and street signs);
 - 2. Off-premises commercial signs;
 - 3. Banners, except as expressly allowed by these regulations;
 - 4. Signs painted, attached, or in any manner affixed to trees, rocks or similar natural surfaces;
 - 5. Signs painted directly on the wall or roof of a building or other structure;
 - 6. Signs that obstruct any window, door, fire escape or opening intended to provide ingress or egress to any building or other structure;
 - 7. Pylon signs;

**CITY OF WACONIA
RESOLUTION NO. 2025-125**

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 781

WHEREAS, the City Council ADOPTED Ordinance No. 781 on April 21, 2025, and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia, Minnesota, as follows

1. The above recitals and finds are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 781 is hereby approved.

ORDINANCE NO. 781 AMENDING Section 900.10 Subd. 2 of the Waconia City Code Regarding the Permitted Uses of Dynamic Signs and the Transition Times Between Messages.

3. The City Administrator shall submit the Ordinance title and summary to a qualified newspaper for publication using bold type no smaller than eight points in size.

The full text of the Ordinance is available for public inspection during regular office hours at the Waconia City Hall, 201 South Vine Street, Waconia and will also be posted at City Hall. Any person may request the City to send the full text of the Ordinance via standard or electronic mail by contacting City Hall at 952-442-2184

Passed and adopted by the City Council on this 21st day of April 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator