

WACONIA CITY COUNCIL MEETING AGENDA



Monday, December 2, 2024
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

MAYOR: NICOLE WALDRON
COUNCIL MEMBER : RANDY SORENSEN
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS
COUNCIL MEMBER: JACOB COLEMAN

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

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

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

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

- 1) [Approve City Council Minutes November 18, 2024](#)
Motion to approve the November 18, 2024 Council Minutes
- 2) [Approve December 2, 2024, Expenditures](#)
Motion to Approve Payment of December 2, 2024, Expenditures
- 3) [Approve Lodging Tax Fund Request - Waconia CVB](#)
Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred May through November 2024.
- 4) [Authorizing Approval of Sale or Disposal of Surplus Equipment](#)
Adopt Resolution No. 2024-251 Authorizing Approval of Sale or Disposal of Surplus Equipment
- 5) [Appointment of Storm Water/Street Maintenance Lead](#)

Adopt Resolution No. 2024-252, Appointing Storm Water/Street Maintenance Lead and Authorize Recruitment for Vacancy

6) [Door Lock System Additions Project - City Hall](#)

Adopt Resolution No. 2024-253 Approving Capital Project at City Hall for Door Lock System Additions with USA Security, Inc.

7) [Approve Contract for Police Services for Calendar Year 2025](#)

Adopt Resolution No. 2024-254 Approving the Contract for Police Services for 2025 Calendar Year with Carver County and Carver County Sheriff's Department.

8) [Approve 2025 Prosecution Contract](#)

Adopt Resolution No. 2024-255 Approving 2025 Prosecution Contract

9) [Call Public Hearing - Revision to City's Fee Schedule : Waconia City Code - Chapter 1100](#)

Motion to Call a Public Hearing - Revision to City's Fee Schedule: Waconia City Code - Chapter 1100

6. COUNCIL BUSINESS

1) [2025 Budget & Levy Presentation](#)

No action required. This is an opportunity for the Public to ask questions of the City Council regarding the proposed budget and property tax levy for 2025. Council can direct staff to make adjustments during this discussion and presentation.

2) [Zoning Accommodation Request for 145 Maple Terrace](#)

Adopt Resolution No. 2024-256 Approving the Zoning Accommodation Request for the property located at 145 Maple Terrace.

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

- 1) Councilmember Sorensen
- 2) Councilmember Coleman
- 3) Councilmember Gleason
- 4) Councilmember Grengs
- 5) Mayor Waldron

10. ANNOUNCEMENTS

11. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Highway 5 Phase 2 Update

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Planning Commission - December 5th - 6:30 p.m.

City Council - December 16th - 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Approve City Council Minutes November 18, 2024					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to approve the November 18, 2024 Council Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Approve City Council Minutes of November 18, 2024.							
<u>Attachments:</u>							
1. City Council Minutes November 18, 2024							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
NOVEMBER 18, 2024**

1) [CALL MEETING TO ORDER AND ROLL CALL](#)

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Pro Tempore Randall Sorensen at 6:00 p.m. The following members were present: Randy Sorensen, Jacob Coleman, Jeff Greng and Nick Gleason.

The following members were absent: Mayor Nicole Waldron

The following staff were present: Shane Fineran, Jackie Schulze, Jody Lechner, Lane Braaten, Jon Haukaas, and Nicole Meyer

2) [PLEDGE OF ALLEGIANCE](#)

3) [ADOPT AGENDA](#)

Motion by Grengs second by Gleason to Adopt the Agenda as published.
MOTION CARRIED

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

NONE

5) [ADOPT CONSENT AGENDA](#)

5.1 Approve City Council Minutes November 4, 2024 and November 12, 2024

[Cover Page](#)

[November 4, 2024 Council Minutes](#)

[November 12, 2024 Council Minutes](#)

5.2 Approve November 18, 2024 Expenditures

[Cover Page](#)

[Council List Expenditures Purchasing Card 11-18-2024](#)

[Council List Expenditures 11-18-2024](#)

[Council List Expenditures Other 11-18-2024](#)

- 5.3 Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred October 2024

[Cover Page](#)

[Safari Island Bills & Applied Payments 10-31-2024](#)

- 5.4 Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred October 2024

[Cover Page](#)

[Waconia Ice Bills Applied Payments 10-31-2024](#)

- 5.5 Approve Kraus-Anderson Construction Pay Request #26 for the New Fire Station

[Cover Page](#)

[Fire Station Pay Request #26 with Kraus-Anderson](#)

- 5.6 Approve Kraus-Anderson Contractor Pay Request for the New Fire Station

[Cover Page](#)

[Fire Station Pay Request with Kraus-Anderson 10-31-2024](#)

- 5.7 Accepting Cash Donations for Operations of the Fire Department

[Cover Page](#)

[Resolution No. 2024-244 Accepting Cash Donations for the Fire Department](#)

- 5.8 Accepting In-Kind Donations for Improvements at Brook Peterson Park

[Cover Page](#)

[Resolution No. 2024-245 Accepting In-Kind Donations for Improvements at Brook Peterson Park](#)

- 5.9 Waconia Parkway North & CSAH 10 Roundabout - Approve Plans and Order Advertisement for Bids

[Cover Page](#)

[Resolution No. 2024-246 Authorizing Approval of Plans & Specs Waconia Parkway North/Carver CSAH 10 Roundabout](#)

CSAH 10 Roundabout Auth Memo 11-08-2024

Project Location Map

5.10 Moving Permit - 16 2nd Street West

Cover Page

Resolution No. 2024-247 Approving Building Moving Permit at 16 2nd Street West

Structure Elevations (6 Pages)

Proposed Moving Route (1 Page)

Inspection Report (1 Page)

5.11 City Insurance Agent for Workers' Compensation and Property/Liability Coverage

Cover Page

Resolution No. 2024-248 Authorizing Agreement with Assured Partners for City Insurance Agency

Insurance Broker Services RFQ

Fee Disclosure Agreement

Assured Partners Summary

5.12 Resignation of Firefighter

Cover Page

Resolution No. 2024-249 Accepting Voluntary Resignation of Firefighter

Motion by Gleason second by Grengs to Adopt the Consent Agenda as Published.
MOTION CARRIED

6) COUNCIL BUSINESS

6.1 Consider Variance at 141 2nd Street East

Cover Page

Resolution No. 2024-250 Approving Variance at 141 2nd Street East

Variance Letter (2 Pages)

Existing and Proposed Site Plan (2 Pages)

Site Photos and Proposed Pavilion (3 Pages)

Lane Braaten, Community Development Director stated that the City received an application for a variance request at 141 2nd Street East to construct a 368 square foot addition to a detached garage. The improvements are proposed to result in an accessory structure that would be 1,280 square feet. This exceeds the maximum 1,000 square feet allowed for a parcel in the R-2 District.

No comments from the public at the Planning Commission Public Hearing and recommended approval.

Motion by Grengs second by Gleason to Adopt Resolution No. 2024-250 Approving Variance at 141 2nd Street East
MOTION CARRIED

7) ITEMS REMOVED FROM CONSENT AGENDA

NONE

8) STAFF REPORTS

NONE

9) BOARD REPORTS

Council Member Grengs:	Nothing to Report
Council Member Gleason:	Park Board Meeting on November 21, 20
Council Member Coleman:	Nothing to Report
Mayor Pro Tempore Sorensen:	Nothing to Report

10) ANNOUNCEMENTS

NONE

11) CLOSED SESSION. The Waconia City Council will meet in closed session pursuant to Minn.Stat.13D.05, subd3. Zoning Accommodation Request, 145 Maple Terrace

11.1 The Waconia City Council will meet in closed session pursuant to Minn.Stat.13D.05, subd 3.
Zoning Accommodation Request 145 Maple Terrace.

Cover Page

145 Maple Terrace Zoning/Accommodation Request

Mayor Pro Tempore Sorensen stated the Council will recess to a closed session and will adjourn after completed.

The City Council met in closed session pursuant to Minnesota Statute 13d.05 Subd 3.
Discussion of Zoning Accommodation Request at 145 Maple Terrace

Motion by Coleman second by Grengs to recess to a closed session.
MOTION CARRIED

Motion by Coleman second by Gleason to close the closed session at 7:58 p.m.
MOTION CARRIED

12) ADJOURN REGULAR MEETING

Motion by Grengs second Coleman by to Adjourn the November 18, 2024, Council Meeting at 8:00 p.m.
MOTION CARRIED

Mayor Pro Tempore Randall Sorensen

ATTEST: _____

Sue Schwalbe, Office Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Approve December 2, 2024, Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Payment of December 2, 2024, Expenditures							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements register for the City of Waconia as of December 2, 2024. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Approve Lodging Tax Fund Request - Waconia CVB					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred May through November 2024.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia Chamber Convention & Visitors Bureau (CVB) has requested a lodging tax reimbursement for expenditures accrued from May through November 2024. 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 \$453. <u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Lodging Tax Fund (701)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Authorizing Approval of Sale or Disposal of Surplus Equipment					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-251 Authorizing Approval of Sale or Disposal of Surplus Equipment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City staff have reviewed inventory and items in storage at Public Services and the Fire Station Facility. Staff is requesting this equipment be deemed surplus equipment and be sold or properly disposed of. • 2 - John Deere Suitcase Weights • 2014 Chevrolet Tahoe - Fire Command Vehicle 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 General Fund - Streets Department operating fund (weights) and Capital Equipment Fund (Tahoe vehicle) as reimbursement/sale of asset revenue. <u>Attachments:</u> 1. Resolution No. 2024-251 Authoring Sale or Disposal of Surplus Equipment							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Streets/Fire (101) & Capital Equipment							
Fund (105)							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-251**

RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE

WHEREAS, Public Services and Fire department staff cleared from storage equipment and materials no longer in use for operations; and

WHEREAS, the list of surplus equipment includes the following:

- 2 - John Deere Suitcase Weights
- 2014 Chevrolet Tahoe - Fire Command Vehicle

WHEREAS, funds received for the equipment with saleable value will be recognized in the General Fund – Streets department and Capital Equipment Fund as reimbursement/sale of asset revenue; and

WHEREAS, equipment that cannot be sold will be properly disposed of by City staff.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby declares the equipment listed as surplus equipment and authorizes its sale or disposal as determined by City staff.

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

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Appointment of Storm Water/Street Maintenance Lead					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):		Resolution No. 2024-216: Accept Voluntary Resignation and Authorize Recruitment for Street Maintenance Lead					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-252, Appointing Storm Water/Street Maintenance Lead and Authorize Recruitment for Vacancy							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
At the regularly scheduled October 7, 2024, meeting, the City Council accepted the voluntary resignation of Street Maintenance Lead Jordan Lemmerman and authorized recruitment for a Storm Water/Street Maintenance Worker lead. Applications were received through the end of October and interviews took place in mid-November. Following the interview, staff recommend the promotion of Kelly Wagener, Street Maintenance Worker, to this position. Following the interviews, which consisted of two panels, leadership and peer, it is recommended that Kelly Wagener be promoted into the Storm Water/Street Maintenance Lead position. Kelly will have specific training requirements he has to meet in the position over the course of the next few years as well as monthly and quarterly goals identified during the first year. Kelly, who is currently at Step 7 on the Street Maintenance Worker pay scale, will move to Step 6 on the Street Maintenance Lead pay scale. With the appointment of internal candidates to the Storm Water/Street Maintenance Lead, comes the need to backfill the Street Maintenance worker position. Staff recommends posting this position as soon as possible to expediate recruitment.							
Attachments:							
1. Resolution No. 2024-252 Appointing Storm Water/Street Maintenance Lead and Authorize Recruitment for Vacancy							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:				Personnel Committee: Recommend			
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-251**

**RESOLUTION APPOINTING
STORM WATER/STREET MAINTENANCE LEAD &
AUTHORIZING RECRUITMENT**

WHEREAS, on October 7, 2024, the City Council authorized the recruitment for the vacant Storm Water/Street Maintenance Lead position; and

WHEREAS, the City recently completed recruitment for this position; and

WHEREAS, staff recommend the appointment of Kelly Wagener to this position;

WHEREAS, Kelly will start at Step 6 on the Storm Water/Street Maintenance Lead pay scale; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia authorizes the hire of Kelly Wagener for the Storm Water/Street Maintenance Lead position, effective December 2, 2024, and authorizes the City to recruit for the now vacant Street Maintenance Worker position.

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

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Door Lock System Additions Project - City Hall					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-253 Approving Capital Project at City Hall for Door Lock System Additions with USA Security, Inc.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
A project listed in the City's current 2025 capital budget is door lock system additions at City Hall. Staff identified several areas throughout City Hall where doors need a change from physical key access to an electronic access that can be controlled with key card or pad. This allows for safe entry of staff and security of the City's assets located in the City Hall facility. The original system was installed at the City Hall facility in 2020 and was paid for with dollars received from CARES funds received by the City. The doors identified to be added were not included with the original project, but have been identified by staff as security risks. The project was escalated in importance after a recent finding the doors connecting City Hall offices to the Carver County Sheriff's substation as non-compliant with CJIS rules. This project will include updates to this access to meet compliance standards. Due to scheduling with the City's vendor (USA Security), staff is requesting the City Council consider approval of this project before formal approval of the 2025 budget. With approval of the project and a down payment, staff is able to schedule the work to be completed by the end of February 2025. The City has budgeted to use cash in the PIR Capital Project Fund (103) to complete the project. The total budgeted for this project is \$26,000. The total cost for all work to be completed at City Hall in 2025 is \$25,964 based on the quote and statement of work provided by the vendor.							
Attachments:							
1. Resolution No. 2024-253 Approving Capital Project Door Lock System Additions 3. USA Security Quote 11-08-2024							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: PIR Capital Project Fund (103)							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-253**

**RESOLUTION APPROVING CAPITAL PROJECT AT CITY HALL FOR DOOR LOCK
SYSTEM ADDITIONS WITH USA SECURITY, INC.**

WHEREAS, the 2025 capital improvement plan includes a project for door lock system additions at the City Hall facility; and

WHEREAS, the City works with the vendor USA Security, Inc. to maintain, monitor, and make additions to the security and door lock system; and

WHEREAS, the City identified several doors throughout the facility where additional keypad locks are necessary to safeguard City staff and assets; and

WHEREAS, the City budgeted \$26,000 to fund the project and plans to utilize PIR Capital Project fund cash (Fund 103); and

WHEREAS, the quote and statement of work provided by the vendor states the total project costs will be \$25,964; and

WHEREAS, City staff requests approval of the project to ensure work can be scheduled with the vendor and completed by February 28, 2025.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Waconia hereby approves the capital project at City Hall for door lock system additions with USA Security, Inc. totaling \$25,964.

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

Nicole Waldron, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator

**USA Security, Inc.**

Phone: (952) 829-5919

Fax: (952) 829-5861

6251 Bury Drive
Eden Prairie, MN 55346**Quote**No.: **34707**

Date: 11/8/2024

Prices are firm until: 12/8/2024

Prepared for:
Accounting .
City of Waconia-City Hall
201 South Vine Street
Waconia, MN 55387 USAPrepared by: Chris Daniels
Account No.: 19450
Phone: (952) 442-2184

Description	Quantity	Unit Price	Total
Budget for requested door adds throughout city.			
Itemized price for individual spends, bundled together for singular spend			
City Hall - City Building			
Proposal to add council camber door, Ave door, mothers room door, IT room and conference room to admin office to OpenPath System			
Power Supply, single out put 12VDC or 24VDC non power limited output.	1	\$250.00	\$250.00
Door Devices (5 doors)			
HES Electric Strike with 801 & 801A Faceplates, 630 Finish	4	\$275.00	\$1,100.00
Hess 9600 Electric Strike, 12/24V - 630 Satin SS, 3/4 inch pull latch Surface.	1	\$425.00	\$425.00
Request to Exit PIR White	5	\$150.00	\$750.00
RECESSED 3/4 WIDE GAP BROWN SPDT	5	\$21.00	\$105.00
Standard Smart Reader V2; black; low and high frequency version	5	\$250.00	\$1,250.00
MISC MOUNTING PARTS	5	\$29.00	\$145.00
Wire 18/6 500' Box Plenum Shielded	6	\$225.00	\$1,350.00
Wire 18/4 500' Box Plenum Non-Shielded	3	\$145.00	\$435.00
Access Production (Enrollment Sessions Qty, Length, PreBuild Hours)	2	\$145.00	\$290.00
Access Install (Cabling, Devising, Testing & Approval)	48	\$145.00	\$6,960.00
Project Management, Inventory, Planning, Documentation, Misc.	1	\$960.00	\$960.00
Open Path Software Subscription Premium: Pack of 5 entries	1	\$1,080.00	\$1,080.00
City Hall - City Buildings			\$15,100.00
Carver County Sheriff			
Proposal to add three CCSO doors to Openpath System. All three with pinpads			
Expansion Module for up to 8 more doors			
8 entry +4 expansion module (requires OP-ACC)	1	\$1,375.00	\$1,375.00
8 Openpath inputs, 8 REX, 8 contact, 4 generic inputs, 12 output relays			
Non-reader inputs can be confi			
Door Devices (3 doors)			
Request to Exit PIR White	3	\$135.00	\$405.00
RECESSED 3/4 WIDE GAP BROWN SPDT	2	\$21.00	\$42.00
Standard Smart Keypad Reader V2 in black, low and high frequency version	3	\$440.00	\$1,320.00
utilize existing locks			
HES Electric Strike with 801 & 801A Faceplates, 630 Finish	1	\$275.00	\$275.00
MISC MOUNTING PARTS	3	\$29.00	\$87.00
Wire 18/6 500' Box Plenum Shielded	3	\$225.00	\$675.00
Wire 18/4 500' Box Plenum Non-Shielded	3	\$145.00	\$435.00
Access Production (Enrollment Sessions Qty, Length, PreBuild Hours)	1	\$145.00	\$145.00
Access Install (Cabling, Devising, Testing & Approval)	32	\$145.00	\$4,640.00
Project Management, Inventory, Planning, Documentation, Misc.	1	\$640.00	\$640.00
Openpath Premium Subscription - per door	3	\$275.00	\$825.00
Carver County Sherrif			\$10,864.00

Quote

No.: **34707**

Date: 11/8/2024

Description	Quantity	Unit Price	Total
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Your Price: **\$25,964.00**

Total: **\$25,964.00**

Accepted by: **Nicole Waldron, Mayor**

Date: 12-02-24

Disclaimer

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Approve Contract for Police Services for Calendar Year 2025					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-254 Approving the Contract for Police Services for 2025 Calendar Year with Carver County and Carver County Sheriff's Department.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The 2024 budget provides for additional service for law enforcement through the contracted model with the Carver County Sheriffs office. The contract provides for 24/7 coverage with general patrol deputies working around the clock 12-hour shifts. Supervision is provided by a day-time Sergeant position. Additional patrol coverage is provided for in the power-shift patrol deputy working mid-afternoons into the evening hours. In 2024 the School Resource Officer position was added to the contract in partnership with the school district. 2025 will reflect the full year of the SRO cost, with the summer non-school period being on general patrol throughout the city. The contract also provides 40 hours per week of Community Service Officer time which supports patrol deputies in traffic control, park patrol, minor nuisance complaints, and parking enforcement. Base patrol costs for all personnel and patrol vehicle costs is \$1,409,266 Overtime is also budgeted to provide back-fill coverage during absences and illness of regular patrol deputies. The overtime allocation was increased to \$60,000 this year based on trends and the increasing contract costs for the deputies. The total law enforcement budget stands at \$1,471,366 for 2025 and includes the patrol contract presented, overtime contingency, Southwest Drug Task force dues, and fine payments to Carver County. Contract approval is contingent upon adoption of the 2025 budget and levy.							
Attachments:							
1. Resolution No. 2024-254 Approving Contract for Police Services with Carver County for 2025 2. Contract for Police Services with Carver County 2025							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund>Law Enforcement							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-254**

**RESOLUTION APPROVING CONTRACT FOR
POLICE SERVICES FOR 2025 CALENDAR YEAR**

WHEREAS, the City of Waconia (the “City”) desires to contract police services with Carver County and the Carver County Sheriff’s Department; and

WHEREAS, such contracts are authorized by the provisions of Minnesota Statutes, Chapter 471.59, and the 1961 Session Laws, Chapter 693; and

WHEREAS, said contract will be for police services provided during the 2025 calendar year under the terms and conditions contained within the contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia, Minnesota, hereby approves the Contract for Police Services for the 2025 calendar year, attached hereto and by said references incorporated herein in its entirety conditioned upon adoption of the 2025 General Fund Budget.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to execute said Contract on behalf of the City.

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

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

CONTRACT FOR POLICE SERVICES

Waconia

THIS AGREEMENT, made and entered into this 2nd day of December, 2024 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Waconia (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes, Section 436.05 allows the sheriff of any county to contract for the furnishing of police service to a municipality; and

WHEREAS, this Agreement is authorized by Minnesota Statute, Section 471.59, 436.05,

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police services for the City in the manner as hereinafter set forth.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions within the City's corporate limits of which the Sheriff and his duly assigned deputies shall exercise all the police powers and duties of city police officers as provided by Minnesota Statutes, Section 436.05.
 - 1.2 The County shall solicit City input related to assignment of personnel before making assignments. The County shall give thoughtful consideration to the City's input and shall retain the full and unrestricted right to assign personnel as necessary.

- 1.3 The County shall pay for all training costs associated with assigned personnel to maintain POST licensure and any other agency authorized training.
- 1.4 At a minimum, the County shall provide the City with monthly, quarterly, and annual reports including but not limited to calls for service by offense type, hour of the day, and day of the week. Such reports shall include an arrest summary, traffic citation summary, and verbal warning summary. Additionally, the County shall provide monthly, quarterly, and annual reports showing the number of CSO hours and types of calls for service CSO's responded to within the corporate City limits.
- 1.5 The rendition of services, the standard of performance, the discipline of deputies, and other matters of incident to the performance of such services and control of personnel so employed shall be and remain in and under control of the County.
- 1.6 The rendition of services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the City.
- 1.7 At the City's request, the County (i.e., Sheriff's contract manager or designee) shall meet with the City to discuss any questions, concerns, or requested modifications to the type of services provided, or manner in which such services are provided. In the event a dispute arises between the parties concerning services provided pursuant to this agreement, the County shall in good faith discuss a plan with the City; however, the County retains the sole discretion in determining a solution to said dispute (e.g., reassignment of personnel, types of patrol, level of service available).
- 1.8 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services and the City shall make payment pursuant to Minnesota Statute, Section 471.425, subd. 2(a).

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT.

a). The County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein. All County property and equipment used in rendering services under this Agreement is, and shall remain, County property.

b). The City shall provide outdoor storage within the corporate limits of the City for patrol cars used for providing services pursuant to this Agreement. Indoor parking is at the discretion of the city and if chosen, no cost for maintenance of city facilities will be incurred by the county.

2. OFFICE SPACE. Police services shall be conducted out of office space selected and provided by the City that is sufficient to provide for the office needs of the assigned personnel.

3. FINANCIAL LIABILITY. The City shall not be responsible or liable for the payment of any salaries, wages, or other compensation to personnel employed by the County to perform services under this Agreement. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the City and County shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

- (a) This Agreement to indemnify and hold harmless does not constitute a waiver by either party of immunities from, or limitations on liability provided under Minnesota Statutes Section 466.04.

For purposes of determining total liability damages, the parties are considered a single governmental unit and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1.

- 5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

- 1. TERM. The term of this contract shall be January 1, 2025 to December 31, 2025. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. Unless otherwise terminated in accordance with Article VI, Section 3 of this agreement, this Agreement shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.

- 2. NOTICE.

2.1 If either party does not desire to enter into a contract for policing services for 2026, such party shall notify the other party in writing by July 1, 2025.

2.2 The City, if electing to terminate or discontinue contracted services, or decrease contracted police services, the City shall still be obligated to pay all unpaid personnel costs (e.g. OT and annual carryover), incurred prior to termination.

2.3 On or before June 1 of the current contract year, the County shall notify the City of the estimated police contract rates for the following year. The County shall provide proposed police contract rates by October 1 of the current contract year.

2.4 Notice under the above provisions shall be sent to:

Commander Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
952-361-1857
mwollin@co.carver.mn.us

City of Waconia
Shane Fineran, City Administrator
201 South Vine Street
Waconia, MN 55387
Phone: 952-442-3100
sfineran@waconia.org

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community.

The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first eighty (84) hours for a 2184 FTE or if a 2080 FTE, the first eighty (80) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 84 hours or 80 hours of leave, whichever is commensurate with the designated FTE work schedule.

The first eighty (84) hours for a 2184 FTE or if a 2080 FTE, the first eighty (80) hours a deputy is gone from the community on FMLA leave, will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 84 hours or 80 hours of FMLA is completed, whichever is commensurate with the designated FTE work schedule.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$90.63 per hour.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

1.2 PERSONNEL COST

The County agrees to provide police services within the corporate City limits. Costs are set forth as follows:

Deputy –	6 (2184 FTE)	\$910,470
Sergeant –	1 (2080 FTE)	\$155,415
CSO -	1 (2080 hours)	\$89,315
SRO -	1 (2080 FTE)	\$144,995

1.3 VEHICLE COST

Patrol Vehicle - 4	\$102,616
SRO Vehicle – 1	\$6,455

1.4 TOTAL POLICE SERVICES

\$1,409,266

2. PAYMENT. The County shall invoice the City for one half of the total contracted amount of the current year police staffing option cost hereunder, or \$704,633.00 to be paid on or before June 30 of the current contract year. The County shall invoice the remaining half, or \$704,633.00 to be paid on or before November 30 of the current contract year. The City shall promptly pay such invoiced amounts in accordance with applicable law. The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours, bill for additional hours or deduct from applied year end credit for unfilled deputy FTE hours.

3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.
4. POST REIMBURSEMENT. The County, upon receiving continuing education reimbursement, shall reimburse the city pursuant to the MN Administrative Rules, Peace Officer Standards and Training Board, Chapter 6700, part 6700.1800.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the City has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this 2nd day of December 2024.

SIGNED: _____
Nicole Waldron, Mayor

DATE: DECEMBER 2, 2024

SIGNED: _____
Shane Fineran, City Administrator

DATE: DECEMBER 2, 2024

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____
CHAIR, BOARD OF COMMISSIONERS

DATE: _____

SIGNED: _____
SHERIFF

DATE: _____

Attest

SIGNED: _____
COUNTY ADMINISTRATOR

DATE: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Approve 2025 Prosecution Contract					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-255 Approving 2025 Prosecution Contract							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Carver County Attorney's Office has provided the contract costs for 2025. The contract costs will increase from \$16,903.44 to \$19,245.21 in 2025. The City contracts for all gross misdemeanor, misdemeanor, and petty misdemeanor ordinance offenses in the City of Waconia. The contract rate is a 3-year average of cases within the community shared with other cities in the County that contract for prosecution services. The contract rate was budgeted for in the 2025 preliminary levy amount and general fund budget. It is recommended that the contract be approved. Attachments: 1. Resolution No. 2024-255 Authorizing Prosecution Joint Powers Agreement 2. Prosecution Contract with Carver County 2025.pdf 3. Prosecution Contracts Information with Carver County for 2025							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: General Fund>Contract Services							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-255**

**RESOLUTION AUTHORIZING EXECUTION OF
JOINT POWERS AGREEMENT PROSECUTION CONTRACT**

WHEREAS, The Carver County Attorney (the “Attorney”) offers to provide certain prosecution services for the City of Waconia (the “City”); and

WHEREAS, The Attorney will provide for the prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, excluding certain liquor law violations, and the cost of said prosecution services shall be provided by the City contributing an additional one-third (1/3) of all fine and penalties to Carver County; and

WHEREAS, The Attorney may provide other prosecution services for ordinance violations and will not charge an additional fee; and

WHEREAS, The Attorney will charge the City \$19,245.21 for 20225 and

WHEREAS, The City desires to obtain these prosecution services.

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

1. The Joint Powers Agreement Prosecution Contract is hereby approved, conditioned upon adoption of the 2025 General Fund Budget.
2. The Mayor and City Administrator are hereby authorized and directed to execute said Agreement on behalf of the City.

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

Nicole Waldron, Mayor

ATTEST:

Jacqueline Schulze, Assistant City Administrator

2025 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Waconia, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Waconia and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Waconia, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Waconia to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Waconia and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2025, and extending through December 31, 2025.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$19,245.21 is to be paid by the City of Waconia to the Carver County Attorney's Office in four equal installments by April 15, 2025, July 15, 2025, October 15, 2025 and January 15, 2026.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the

accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04.

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

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2025.

12. Merger and Modification.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its

appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF WACONIA

IN PRESENCE OF:

BY: _____
Nicole Waldron, Mayor

Shane Fineran, City Administrator

Date: DECEMBER 2, 2024

Date: DECEMBER 2, 2024

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____



2025 Prosecution Contract

Carver County Attorney's Office

Who We Serve

Carver
Chaska
Cologne
Hamburg
Mayer
New Germany
Norwood
Young America
Victoria
Waconia
Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$202,928
<i>Less Total Fine Revenue paid to Carver County</i>	
<i>Attorney's office in 2023</i>	<i>(\$ 92,233)</i>
<i>County Cost Allocation</i>	<i>(\$ 22,589)</i>
Equals Total Surcharge to be paid in 2024	\$ 88,105

Participating cities pay surcharge quarterly per their three-year case load average (see chart later in presentation) Surcharge includes 9.34% county personnel cost allowance

Cases by Location (2020 – 2022)

Cases listed: Adult (PM/MD/GM)					Updated: 06/27/2024
	2021	2022	2023	3 Yr Avg	% Total
Carver	77	55	37	56	7.38%
Chaska	345	312	328	328	43.03%
Cologne	13	8	15	12	1.57%
Hamburg	4	6	7	6	0.74%
Mayer	22	13	13	16	2.10%
New Germany	5	3	4	4	0.52%
Norwood Young America	41	44	42	42	5.55%
Victoria	53	83	60	65	8.56%
Waconia	176	152	172	167	21.84%
Watertown	60	79	60	66	8.69%
	796	755	738	763	100.00%

Usage and Rate Comparison

With usage change	2024	2025		2024	2025	
and 9.34% increase	Contract	Contract	Change	Contract	Contract	Change
	3 Yr Avg	3 Yr Avg	+/-	Rate	Rate	+/-
Carver	7.49%	7.38%	-0.11%	\$6,039.29	\$6,504.88	\$ 465.59
Chaska	42.12%	43.03%	0.91%	\$33,938.18	\$37,913.07	\$ 3,974.90
Cologne	1.34%	1.57%	0.23%	\$1,083.13	\$1,385.66	\$ 302.52
Hamburg	0.73%	0.74%	0.01%	\$590.80	\$654.34	\$ 63.54
Mayer	2.32%	2.10%	-0.22%	\$1,870.87	\$1,847.54	\$ (23.33)
New Germany	0.65%	0.52%	-0.13%	\$525.16	\$461.89	\$ (63.27)
Norwood Young America	6.60%	5.55%	-1.05%	\$5,317.20	\$4,888.28	\$ (428.92)
Victoria	8.88%	8.56%	-0.32%	\$7,155.24	\$7,544.12	\$ 388.88
Waconia	20.98%	21.84%	0.87%	\$16,903.44	\$19,245.21	\$ 2,341.77
Watertown	8.88%	8.69%	-0.19%	\$7,155.24	\$7,659.60	\$ 504.35
				\$ 80,578.55	\$ 88,104.59	\$ 7,526.04

County Attorney Update:

- Caseload Trends
- Veterans and Drug Treatment Courts
- New case management system implemented
- Other trends in the County Attorney's Office

Our Office

Mark Metz, County Attorney

Peter Ivy, Chief Deputy

Rhonda Betcher, Executive Assistant

John Rekow, Law Office Manager

Nancy Yates, Victim Witness Manager

1 Victim Witness Coordinator

1 Victim Witness Legal Admin

1 Victim Witness/Outreach Coordinator

17 Assistant County Attorneys

3 Paralegals

7 Legal Administrative Assistants

www.carvercountymn.gov





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Call Public Hearing - Revision to City's Fee Schedule : Waconia City Code - Chapter 1100					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Call a Public Hearing - Revision to City's Fee Schedule: Waconia City Code - Chapter 1100							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City Council will hold a public hearing in the Council Chambers located at 201 South Vine Street, Waconia, Minnesota, at 6:00 p.m. on December 16, 2024, to receive public input regarding proposed revisions to the City's fee schedule (Waconia City Code, Chapter 1100). The fee schedule includes the rates charged by the City for licenses, permits, municipal utilities, services, land use applications, penalties, and other items. You can view the proposed fee schedule at City Hall (same address as above) or on the City's website: www.waconia.org. The City invites comments in person at the hearing or written comments can be sent prior to the hearing to Nicole Meyer, Finance Director, via U.S. Mail at 201 South Vine Street, Waconia, MN 55387, or via email at nmeyer@waconia.org.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024				
Item Name:		2025 Budget & Levy Presentation				
Originating Department:		Finance				
Presented by:		Nicole Meyer				
Previous Council Action (if any):						
Item Type (X only one):	Consent		Regular Session		Discussion Session	X
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>						
No action required. This is an opportunity for the Public to ask questions of the City Council regarding the proposed budget and property tax levy for 2025. Council can direct staff to make adjustments during this discussion and presentation.						
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>						
Attached are a few slides from the presentation that will be reviewed during the public information meeting regarding the City's proposed 2025 budget and levy. A portion of the city's financial model is also included for your review. A detailed copy of the City's departmental budgets will be posted on the City's website prior to the meeting for inspection by interested parties. After the budget and levy presentation, the City Council may take comments from the public. Property owners received their preliminary tax statements from Carver County in late November. The statements received were based on the City's preliminary levy that was set earlier this year. The attached presentation is based on the proposed final levy that is planned to be approved on Monday, December 16, 2024. The final levy is not proposed to change from what was approved as the preliminary levy on September 16, 2024. <u>Attachments:</u> 1. 2025 Budget Presentation						
FINANCIAL IMPLICATIONS:			ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:						
Budget Information:			Planning Commission			
_____ Budgeted			Parks and Recreation Board			
_____ Non Budgeted			Safari Island Advisory Board			
_____ Amendment Required			Other			

A photograph of a white water tower with a blue band and the word 'Waconia' in blue letters. The tower is set against a clear blue sky and surrounded by trees with vibrant autumn foliage in shades of yellow, orange, and green. The scene is captured from a low angle, looking up at the tower.

2025 Budget & Levy Information Meeting

Monday, December 2, 2024

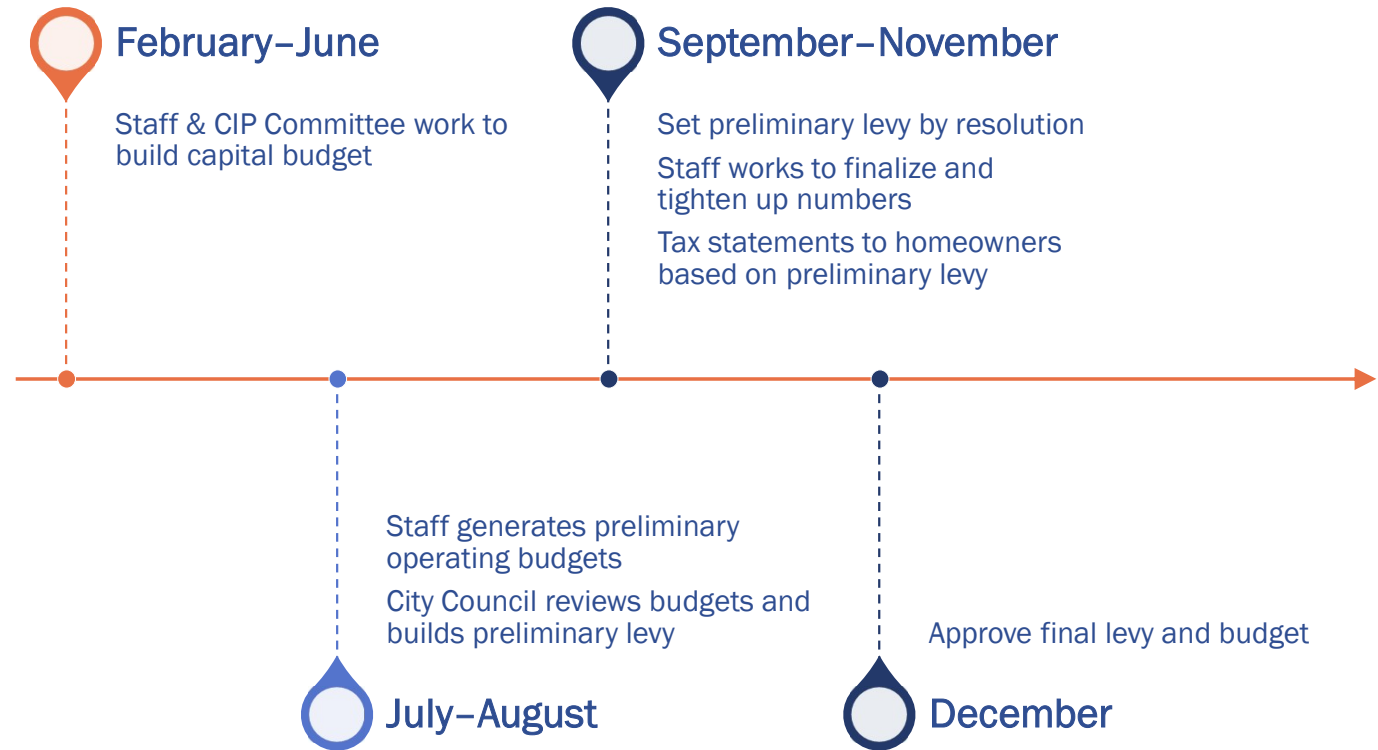
6:00 p.m.

Agenda



Review	Annual Budget Process & Proposed Final Levy
Analyze	Departmental Budgets – General Fund
Examine	Departmental Budgets – Enterprise Funds
Wrap-Up	Other Funds Review & Questions

City's Annual Budget Process



Taxable Market Value Information

- Property owners notified of market value changes in March
- Review valuation of their property with the Carver County Assessor in April
- County board of equalization reviews adjustments in June
- City receives numbers in August to build preliminary levy
- City of Waconia's Market Value Information
 - Overall Taxable Market Value increased 4.04% from 2024
 - Average Valued Home in Waconia increased in value approximately 1.1%
 - Current average valued home is about \$430,700

Preliminary vs. Proposed Final Levy

	2024 - Final	2025 - Preliminary	2025 – Proposed Final
General Operating Levy	\$7,843,162	\$8,921,784	\$8,921,784
Special Debt Levy	\$3,801,394	\$4,090,910	\$4,090,910
Total Levy:	\$11,644,556	\$13,012,694	\$13,012,694
City's Tax Rate	44.778%	47.622%	47.622%

City Utility Rates

2024 average utility bill is \$97.07/month

2025 average proposed utility bill is \$100.25/month

Total increase for average bill: \$3.18/month

- \$2.22 Storm Sewer
- \$0.64 Sewer
- \$0.25 Water
- \$0.07 Street Light

WACONIA FINANCIAL MANAGEMENT PLAN
Updated: 11/14/2024

GENERAL FUND	2022 Actual	2023 Actual	2024 Budget	2025 Budget	2026 Forecast	2027 Forecast	2028 Forecast
REVENUE							
GENERAL PROPERTY TAX LEVY	6,004,232	6,490,575	7,808,162	8,881,784	9,459,100	9,932,055	10,428,657
Potential for Uncollectible Taxes	(20,563)	(13,873)	(78,082)	(88,818)	(94,591)	(99,321)	(104,287)
ECONOMIC DEVELOPMENT TAX LEVY	-	-	35,000	40,000	50,000	50,000	100,000
LOCAL GOVERNMENT AID (LGA)	9,282	-	-	-	-	-	-
TRANSFERS IN - ENTERPRISE & PEG & PIR DEBT	242,202	271,944	317,200	376,800	388,104	399,747	411,740
ADMINISTRATION, FINANCE, & TECH	1,278,323	852,216	728,321	730,816	752,740	775,323	798,582
PLANNING & INSPECTIONS	1,665,505	1,090,425	702,800	877,800	886,578	895,444	904,398
CENTRAL FACILITIES	73,512	81,302	90,972	83,123	85,617	88,185	90,831
FIRE	112,314	285,703	291,910	382,000	393,460	405,264	417,422
LAW ENFORCEMENT	171,270	171,274	295,455	302,881	311,967	321,326	330,966
STREETS	226,360	312,638	215,306	285,763	294,336	303,166	312,261
PARKS	17,035	23,781	8,700	12,200	12,566	12,943	13,331
RECREATION	9,779	9,313	9,800	9,800	10,094	10,397	10,709
TOTAL REVENUE	9,789,251	9,575,298	10,425,544	11,894,149	12,549,971	13,094,529	13,714,611
	7.3%	-2.2%	17.1%	14.1%	5.5%	4.3%	4.7%
EXPENDITURES							
ADMINISTRATION, FINANCE, & TECH	1,753,301	1,928,973	2,211,525	2,552,180	2,654,267	2,760,438	2,870,855
PLANNING & INSPECTIONS	1,030,907	771,485	719,681	832,873	866,188	900,835	936,869
FIRE	597,052	754,003	885,009	988,699	1,028,247	1,069,377	1,112,152
LAW ENFORCEMENT & COMMUNITY SAFETY	952,489	1,059,386	1,299,148	1,500,766	1,560,797	1,623,229	1,688,158
STREETS	1,556,707	1,731,741	2,129,008	2,113,785	2,198,336	2,286,270	2,377,721
PARKS	779,120	934,137	1,115,217	1,225,008	1,274,008	1,324,969	1,377,967
RECREATION	19,225	68,220	81,633	94,800	98,592	102,536	106,637
CENTRAL FACILITIES	307,956	326,556	408,375	459,124	477,489	496,589	516,452
ECONOMIC DEVELOPMENT	-	-	30,000	30,000	31,200	32,448	33,746
TRANSFERS OUT - Debt Service Tax Abatement	416,407	447,825	464,475	447,825	152,442	152,442	152,442
TRANSFERS OUT- Capital Equipment Support	300,000	325,000	440,000	650,000	700,000	750,000	900,000
TRANSFERS OUT- Safari Island Support	322,710	190,000	176,000	176,000	176,000	176,000	176,000
TRANSFERS OUT - Arena Support	530,000	530,000	543,800	543,800	543,800	543,800	164,050
TRANSFERS OUT - PIR Capital Support	589,000	535,000	425,000	545,000	600,000	700,000	900,000
TOTAL EXPENDITURES	9,154,874	9,602,327	10,928,871	12,159,860	12,361,367	12,918,932	13,313,049
Operating % Change	11.9%	4.9%	13.4%	11.3%	1.7%	4.5%	3.1%
INCREASE(DECREASE) IN FUND BALANCE	634,377	(27,029)	(503,327)	(265,711)	188,605	175,597	401,561
EFFECT on Fund Balance							
Fund Balance - January 1	4,024,600	4,658,977	4,631,948	4,128,621	3,862,910	4,051,514	4,227,112
Budgeted Increase(Decrease)	634,377	(27,029)	(503,327)	(265,711)	188,605	175,597	401,561
Projected Fund Balance - December 31	4,658,977	4,631,948	4,128,621	3,862,910	4,051,514	4,227,112	4,628,673
% of Operating	67%	61%	47%	40%	40%	40%	42%
GENERAL OPERATING LEVY	6,004,232	6,490,575	7,843,162	8,921,784	9,509,100	9,982,055	10,528,657
% Change	2.0%	8.1%	20.8%	13.8%	6.6%	5.0%	5.5%
SPECIAL DEBT LEVY	3,021,026	3,732,515	3,801,394	4,090,910	3,535,908	3,232,001	2,477,988
% Change	12.5%	19.1%	1.8%	7.1%	-15.7%	-9.4%	-30.4%
SPECIAL LEVY FOR INFRASTRUCTURE/EQUIPMENT	0	0	0	0	562,247	1,171,126	1,833,977
PROPOSED OVERALL TAX LEVY	9,025,258	10,223,089	11,644,556	13,012,694	13,607,255	14,385,181	14,840,622
LESS FISCAL DISPARITIES	1,055,102	990,589	918,979	1,121,794	1,121,794	1,121,794	1,121,794
NET LEVY TO TAXPAYERS	7,970,156	9,232,500	10,725,577	11,890,900	12,485,461	13,263,387	13,718,828
Overall Levy % Change	5.63%	15.84%	16.17%	10.86%	5.00%	6.23%	3.43%
TAXABLE MARKET VALUE	1,670,262,400	2,130,609,500	2,269,764,200	2,365,430,200	2,446,109,518	2,496,288,738	2,538,665,221
Change in Market Value	4.70%	21.61%	6.13%	4.04%	3.30%	2.01%	1.67%
EXISTING TAX CAPACITY	19,157,926	24,264,958	26,048,540	27,412,253	28,508,743	29,364,005	30,244,926
MWF/Cherry Street TIF Capacity reduction	177,980	162,252	190,419	259,328	100,000	100,000	100,000
TAX CAPACITY Revisions from MV Changes	-1,712,816	-1,748,340	-1,905,276	-2,183,382	-2,270,717	-2,338,839	-2,409,004
NET TOTAL TAX CAPACITY	17,267,130	22,354,366	23,952,845	24,969,543	26,138,026	26,925,167	27,716,246
Tax Capacity Change	4.50%	29.46%	7.15%	4.24%	4.68%	3.01%	2.94%
TAX RATE ON TAX CAPACITY	46.158%	41.301%	44.778%	47.622%	47.767%	49.260%	49.497%
TAX RATE % CHANGE	0.49%	-4.86%	3.48%	2.84%	0.15%	1.49%	0.24%
Average Valued Home	\$ 334,400	\$ 418,500	\$ 426,000	\$ 430,700	\$ 447,928	\$ 461,366	\$ 475,207
Average Valued Home with Market Value Exclusion	\$ 327,300	\$ 418,500	\$ 426,000	\$ 422,913	\$ 447,928	\$ 461,366	\$ 475,207
Estimated Annual City Portion of Tax Bill	\$ 1,510.75	\$ 1,728.43	\$ 1,907.54	\$ 2,013.98	\$ 2,139.64	\$ 2,272.70	\$ 2,352.15
Amount Increase or (Decrease)	\$ 98.81	\$ 217.68	\$ 179.11	\$ 106.44	\$ 125.66	\$ 133.06	\$ 79.45
Percent Increase or (Decrease)	7.00%	14.41%	10.36%	5.58%	6.24%	6.22%	3.50%



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		December 2, 2024					
Item Name:		Zoning Accommodation Request for 145 Maple Terrace					
Originating Department:		Community Development					
Presented by:		Lane Braaten					
Previous Council Action (if any):							
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2024-256 Approving the Zoning Accommodation Request for the property located at 145 Maple Terrace.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
At the November 18, 2024 City Council, the Council considered a zoning accommodation request submitted by the applicants. The Council met in closed session pursuant to Minnesota Statute 13D.05, subd. 3. to consider an accommodation from the City's zoning code on the basis of the federal Americans with Disabilities Act ("ADA") and the federal Fair Housing Act ("FHA"). The Council considered all relevant materials, and the criteria related to reasonableness and the necessity to ameliorate the effects of a disability and directed staff to bring back a draft resolution approving the accommodation request. Specifically, the request would allow the existing hardcover on the property, which exceeds the 35% hardcover maximum, to remain in its current location and configuration and would allow the decking located within structure setbacks to remain in the current location and configuration. The accommodation, upon approval, is contingent upon the applicants' written agreement to record a certified copy of the attached resolution against the subject property at 145 Maple Terrace. The accommodations under FHA and ADA are personal to the individuals who benefit from them and are not transferable and therefore the subject property must be returned to compliance with the zoning code upon sale of the property. If the City Council determines that the attached resolution is consistent with the review and consideration of the accommodation request, staff would recommend approval of the resolution as drafted.							
Attachments:							
1. 2024-256 Approving the Zoning Accommodation Request for the property located at 145 Maple Terrace. 2. Agreement between Waconia and Dormanns.docx 3. Certificate for Waconia 145 Maple Terrace resolution recording .docx							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: ☐ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

CITY OF WACONIA
RESOLUTION NO. 2024-_____

RESOLUTION GRANTING A REASONABLE ACCOMMODATION

WHEREAS, the residential real property located at 145 Maple Terrace (the “Property”), legally described on the attached EXHIBIT A, presently exceeds the amount of impervious surface coverage allowed by the City of Waconia’s (the “City”) zoning code because of a pool installation made by the Property’s owners (the “Applicants”); and

WHEREAS, the City previously permitted the installation with the requirement that some existing impervious surfaces would be removed to bring the Property into compliance with the City’s zoning code; and

WHEREAS, beginning on May 16th, 2024, the Applicants requested an accommodation from the City of Waconia’s (the “City”) zoning code on the basis of the federal Americans with Disabilities Act (“ADA”) and the federal Fair Housing Act (“FHA”) on behalf of their son; and

WHEREAS, the City previously found that the Applicants were eligible for accommodation and granted the requested accommodation to allow the Property to exceed the permitted impervious surface coverage, on the condition that the Applicants install stormwater mitigation measures on the site; and

WHEREAS, the Applicants submitted a stormwater mitigation plan which disclosed further nonconformities with the Zoning Code, namely decking installed to serve the pool area (the “Pool Decking”) which encroaches into lot line setbacks on the Property; and

WHEREAS, the Pool Decking is designed to be, to a certain extent, movable because it does not have permanent footings in the ground; and

WHEREAS, the Applicants applied for further accommodation on November 4th, 2024 under the ADA and FHA to allow encroachment by the Pool Decking in its present design and layout, which they represent is necessary to ameliorate the effect of a disability; and

WHEREAS, the Applicants further requested that the City revise its initial accommodation to allow the Property to exceed impervious surface coverage limits without the installation of rainwater mitigation measures because the proposed measures would diminish their son’s ability to enjoy the Property because of his disability; and

WHEREAS, accommodations under the FHA and ADA are personal to the individuals who benefit from them and are not transferrable; and

WHEREAS, the Applicants agreed that they would allow the City to record, in the office of the County Recorder for Carver County, a statement of the nature of the accommodation and a

notice that the Property must be returned to compliance with the zoning code upon sale of the Property; and

WHEREAS, the Council finds:

- The Applicants have demonstrated that their request for accommodation is made on behalf of a person with a disability recognizable under the ADA and FHA.
- The Applicants have demonstrated that the requested accommodations are necessary to ameliorate the effects of the disability.
- The requested accommodation is reasonable, with the condition of the recorded statement and notice, but the condition is necessary to make the accommodation reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE WACONIA CITY COUNCIL as follows:

1. The above recitals and findings are incorporated as resolutions of the Council.
2. The City Council approves the Applicants' request for a reasonable accommodation at 145 Maple Terrace allowing the following nonconformities with the City Code:
 - a. The existing excess impervious surface coverage at the Property may remain for so long as the existing impervious surface features are required to ameliorate the effects of the disability. No additional impervious surface coverage is permitted without City Council approval except as provided in this subsection.

The Property may not exceed 38.2 percent impervious surface coverage or the maximum applicable limit directed by the zoning code, whichever is higher, except if the same disability-related need underlying this accommodation makes it necessary to install a paved walkway between the house on the Property and the pool, then a reasonable amount of additional impervious surface may be installed for that purpose. Such a walkway must be constructed pursuant to a valid building permit and must be built with a width and slope which, at maximum, meets the narrowest width allowable under then-current ADA standards for residential construction, in the most direct feasible route from the nearest lower-level exit from the home to the pool edge. The City Administrator and the Community Development Director are permitted to administratively review and approve a walkway meeting the requirements stated in this paragraph.

Upon transfer of the Property by the Applicants to another person, the Property shall be brought into conformity with the requirements of the City

Code including by removing impervious surface coverage in excess of the applicable limits in the City Code at the time of the transfer.

- b. The existing Pool Decking on the Property may encroach into the setbacks dictated by the City's zoning code for so long as the existing Pool Decking is required to ameliorate the effects of the disability. Upon transfer of the Property by Kent and Stacey Dormann to another person, the Property shall be brought into conformity with the requirements of the City Code at the time of transfer, including by removing the encroaching Pool Decking from the setbacks. The Pool Decking may not be modified, reconfigured, or permanently moved without obtaining a valid building permit from the City. Applicants shall temporarily move the Pool Decking within 14 days at the City's request if the City requires access to or use of the areas within the lot setbacks for the designed purposes of the lot setbacks.
3. The accommodations approved by this Resolution are contingent upon the Applicants' written agreement allowing the City to record a certified copy of this Resolution or other recordable document against the Property with the office of the County Recorder for Carver County and agreeing to the terms of the conditions stated in paragraph 2; the accommodations are further contingent on the Applicants' agreement that they will waive any claims and indemnify the City against any third party claim arising out of the accommodation stated in paragraph 2(b). The Applicant must execute the written agreement and/or recordable document described in this paragraph within 14 days of the date on which the draft agreement is presented to them by the City.

Adopted by the City Council of Waconia, Minnesota, this 6th day of December, 2024.

Nicole Waldron, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

EXHIBIT A

Lot 8, Block 5, SHORES OF LAKE WACONIA, Carver County, Minnesota

AGREEMENT AND COVENANT FOR REASONABLE ACCOMMODATION

This Agreement is made between the City of Waconia (the “**City**”), Kent and Stacey Dormann, for themselves (the “**Dormanns**”) and Kent and Stacey Dormann as trustees of the Kent & Stacey Dormann Joint Revocable Trust U/A dated March 25, 2024 (the “**Owner**”) (the City, the Owner, and the Dormanns are together the “**Parties**”) to effectuate the conditions of a reasonable accommodation from the City's code of ordinances pursuant to the Americans with Disabilities Act and the Fair Housing Act. The Owner is the Grantor of the covenant herein and the City is the Grantee, which is made effective as of the date this document is executed by the Owner.

AGREEMENT AND COVENANT TERMS

In exchange for the City's approval of the reasonable accommodation, which was approved by the City of Waconia Resolution 2024-_____, a certified copy of which is attached hereto as EXHIBIT B, and as a condition thereof which is necessary to make the requested accommodation reasonable, the Parties hereby agree as follows:

1. The Owner and the Dormanns represent that the Owner the record owner of a certain property legally described in the attached EXHIBIT A (the “**Property**”), and that Kent Dormann and Stacey Dormann are the duly authorized trustees empowered to make agreements affecting the Property on behalf of the Owner.
2. The Owner and the Dormanns consent and agree that the City may record this document or a copy of Resolution 2024-_____, or both, against the Property in the office of the County Recorder for Carver County to memorialize the terms of the reasonable accommodation.
3. The Owner hereby covenants and agrees that, in accordance with the terms of Resolution 2024-_____, with respect to the nonconformances authorized by the accommodations in that resolution, the Property will be brought into compliance with the City of Waconia's zoning ordinance at such time as the Property is transferred to any person who is not a party to this Covenant.
This Covenant shall be binding upon the transferees, successors, heirs, and assigns of the Owner's interest in the Property. Upon a showing of full compliance with the City's ordinances by removal or remediation of those nonconformities permitted by the accommodations granted in Resolution 2024-_____ the City will release this Covenant.
The Covenant may not be altered, amended, waived, or terminated without the express written consent of the City, which may be granted or denied in the City's sole discretion, including the City's reasonable discretion to determine whether the terms of Resolution 2024-_____ have been fulfilled to permit a release of the Covenant.
4. The Owner and the Dormanns agree to the terms of Resolution 2024-_____, which is fully incorporated into this Agreement both as terms and as the City's material consideration for the Dormanns' promises and the Owner's covenant.
5. The Owner and the Dormanns represent that they undertook the design and construction of the Pool Decking with the purpose and intent to accommodate the needs of the Dormanns' son who has a disability recognizable under the Americans with Disabilities Act and the Fair Housing Act, and that the Dormanns are solely responsible for all features and characteristics of the Pool Decking, including any flaws or defects in design or construction.

6. The Owner and the Dormanns, jointly and severally, agree that they will indemnify the City against any and all claims by third parties arising from any defect in the design, construction, layout, or any other feature or characteristic of the Pool Decking.
7. The Dormanns waive any claim they now hold or may accrue against the City arising from any defect in the design, construction, layout, or any other feature or characteristic of the Pool Decking.

[SIGNATURE PAGES TO FOLLOW]

This document was drafted by and return to:

City of Waconia
201 South Vine Street
Waconia, Minnesota 55387

CITY OF WACONIA SIGNATURE PAGE FOR AGREEMENT AND COVENANT FOR
REASONABLE ACCOMMODATION

Signed and Agreed:

City of Waconia

_____ Date: _____

Nicole Waldron, its Mayor

_____ Date: _____

Jackie Schulze, its City Clerk

STATE OF _____)

) SS.

COUNTY OF _____)

This instrument was acknowledged before me on _____, (date) by **Nicole Waldron and Jackie Schulze**, the Mayor and City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation, on behalf of the municipal corporation.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: __

(month/day/year)

OWNER SIGNATURE PAGE FOR AGREEMENT AND COVENANT FOR REASONABLE
ACCOMMODATION

Kent & Stacey Dormann Joint Revocable Trust U/A dated March 25, 2024

_____ Date: _____

Kent Dormann, as trustee of the Kent & Stacey Dormann Joint Revocable Trust U/A dated
March 25, 2024

_____ Date: _____

Stacey Dormann, as trustee of the Kent & Stacey Dormann Joint Revocable Trust U/A dated
March 25, 2024

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, (date) by **Kent Dormann
and Stacey Dormann**, as trustees of the Kent & Stacey Dormann Joint Revocable
Trust U/A dated March 25, 2024, on behalf of the trust.

(Stamp)

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: __

(month/day/year)

EXHIBIT A

Lot 8, Block 5, SHORES OF LAKE WACONIA, Carver County, Minnesota

[PLACE ON CITY LETTERHEAD]

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Waconia, hereby certifies that the following is a true and correct copy of Resolution 2024-_____, RESOLUTION GRANTING A REASONABLE ACCOMMODATION as presented to and adopted by the City Council of the City of Waconia at a duly authorized meeting thereof held on the 2nd of December, 2024 as shown by the Minutes of the aforesaid meeting in possession of the undersigned City Clerk.

Jackie Schulze, City Clerk

Date

(SEAL)

This document was drafted by and return to:

City of Waconia
201 South Vine Street
Waconia, Minnesota 55387