WACONIA CITY COUNCIL
MEETING AGENDA

MONDAY, APRIL 25, 2016
6:00 P.M.

VISION STATEMENT

Waconia is a free-standing growth center that is friendly, self-reliant and well managed.

MISSION STATEMENT

We are committed to providing an ideal mix of housing, commerce, health care, recreation, downtown vitality, natural resources, transportation planning, Inter-generational charm and life-long learning.

MAYOR:	*JIM SANBORN*
COUNCILMEMBER, WARD I:	*LYNN AYERS*
COUNCILMEMBER, WARD I:	*MARC CARRIER*
COUNCILMEMBER, WARD II:	*CHARLES ERICKSON*
COUNCILMEMBER, WARD II:	*KENT BLOUDEK*

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NOTE: AGENDA TIMES ARE APPROXIMATE AND SUBJECT TO CHANGE ACCORDING TO LENGTH OF DISCUSSION. TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE BE PRESENT AT 6:00 P.M.

PAGE NO.

6:00 P.M. 1. CALL MEETING TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

-Presentation by Senior Center Taskforce 1-17

5. PROCLAMATION – Declaring Friday, April 29th, 2016 Arbor Day and May 2016 Arbor Month in the City of Waconia 18

6. ADOPT CONSENT AGENDA

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

1) Approve April 4, 2016 City Council Meeting Minutes 19-20
2) Authorize Payment of April 25, 2016 Expenditures 21-23
5) Adopt a Motion to Approve Request for Lodging Tax Reimbursement 24
6) Adopt a Motion Authorizing Use of Streets for Community Dinner 25
7) Adopt a Motion Approving Parade Permit/Use of Streets for Lake Waconia Band Festival 26-30
8) Adopt a Motion Authorizing Use of Streets & Facilities for Tour de Tonka 31-33
9) Adopt a Motion Waiving Field Use Fees for Waconia Baseball Association 34
10) Adopt Resolution No. 2016-81, Approving Sanitation License for Suburban Waste 35-36

11) Adopt Resolution No. 2016-82, Approving the Elimination of a Parcel from Tax Increment Financing District No. 4 within Development District No. 1 37-38
12) Adopt Resolution No. 2016-83, Accepting Voluntary Resignation of Angie Perera, Assistant Planner/GIS Coordinator, and Authorizing Recruitment 39-40
13) Adopt Resolution No. 2016-84, Accepting Unclaimed Funds from Legal Claimant Services and Designating Funds to Debt Fund 305 for Repayment of General Obligation Bonds..... 41-42
14) Adopt Resolution No. 2016-85, Approving Variance Application for 425 Lake Street West..... 43-87
15) Adopt Resolution No. 2016-87, Approving the Crosswinds 2nd Addition Final Plat Application88-95
16) Adopt Resolution No. 2016-88, Approving the Developer's Agreement for Crosswinds..... 96-119

8. COUNCIL BUSINESS

1) Adopt Resolution No. 2016-86, Approving Site Plan and Design Review for a Dental Office at property located at 732 Vista Blvd 120-161
2) Adopt Resolution No. 2016-90, Providing for the Issuance and Sale of $4,880,000 General Obligation Bonds, Series 2016A, Pledging Security Thereof Special Assessments and Levying a Tax for the Payment Thereof 162-187
3) Adopt Resolution No. 2016-91, Approving the Purchase of Wetland Credits..... 188-189

9. ITEMS REMOVED FROM CONSENT AGENDA

10. STAFF REPORTS

11. BOARD REPORTS

1) Councilmember Erickson
2) Councilmember Bloudek
3) Councilmember Carrier
4) Councilmember Ayers
5) Mayor Sanborn

12. ANNOUNCEMENTS

1) Public Services Open House – May 7,2016

13. ADJOURN REGULAR MEETING

……OFFICE OF THE CITY ADMINISTRATOR
Susan Arntz

WORK SESSION: **Review 2015 Year End Budget to Actual Reports**
Discussion about Ordinance 710.16, Non-Domestic Animals

CALENDAR OF EVENTS/MEETINGS:

April 25	Monday	6:00 p.m.	City Council Meeting
April 25	Monday	after CC Mtg.	Waconia HRA Meeting
April 25	Monday	after CC Mtg.	Work Session: TBD
May 2	Monday	6:00 p.m.	City Council Meeting
May 2	Monday	after CC Mtg.	Work Session: Discussion about Parley Lake Road Resident Requests
May 16	Monday	6:00 p.m.	City Council Meeting
May 16	Monday	after CC Meeting	Work Session: TBD
May 30	**Monday**		**Memorial Day, City Offices closed**
June 6	Monday	6:00 p.m.	City Council Meeting
June 6	Monday	after CC Mtg.	Work Session: TBD
June 20	Monday	6:00 p.m.	City Council Meeting
June 20	Monday	after CC Mtg.	Work Session: TBD
July 18	Monday	6:00 p.m.	City Council Meeting
July 18	Monday	after CC Mtg.	Work Session: TBD

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name: Use of Streets	Presentation by Senior Center Taskforce
Originating Department:	Administration
Presented by:	Susan Arntz, City Administrator
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X		Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Presentation Only

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

Michelle Gray, Lynne Frederickson, and Amy Rottunda have created a presentation to the City Council based on some thoughts and ideas they have for the Community. They desire to continue the conversation in a work session in May about some of the specific requests and ideas they have.

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

Waconia Senior Center | Introduction

Waconia Senior Center Task Force

Michelle Gray | Lynne Fredrickson | Amy Rottunda

Continuing the efforts of the Commission on Aging and The YAH (Young At Heart) Group

The Universal Declaration of Human Rights | Article 25.

(1) Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control.

A Senior Community Center is a necessary social service to educate, protect, celebrate and integrate individuals ages 55 and above.

"How far you go in life depends on your being tender with the young, compassionate with the aged, sympathetic with the striving and tolerant of the weak and strong. Because someday in life you will have been all of these."

George Washington Carver

NOW

MINNESOTA Statistics

According to Census.gov

By 2020, that's 4 years:

65 and Over population is expected to eclipse the K – 12 population, for the first time in history.

NOW
is the time for the Aged

CARVER COUNTY Statistics

According to co.carver.mn.us/departments/health-human-services

While the Carver Co population is doubling, the number of residents 65+ is expected to QUADRUPLE, increasing from

5,256 in 2000, to 24,490 in 2030

Waconia Senior Center Task Force is asking for

- City Council Working Session in May 2016.
- **City's collaboration and expertise in planning** for short term goals and long term goals.
- 2017 Budget amount to hire a Program Director or 2 Co-Directors. Assistance in forming an Advisory Council.

Director & Advisory Council

APPROVAL / COLLABORATION / FUNDING

Purpose
of a Senior Center

Serve as a hub for older adults by connecting them with services and information that can help them be healthy and independent.

Source: National Council on Aging www.ncoa.org

Program Participants experience measurable improvements:

- Physically
- Socially
- Emotionally / Mentally
- Economically

Physical Purpose
of a Senior Center

Benefits to greater community may include:

- Reduction in emergency response episodes.
- Reduced needs for public financial assistance.

Programs may include:

- Strength and balance training.
- Fall prevention and how to recover from a fall.
- Teaching appropriate exercises for individual abilities.
- Healthy eating and cooking for one.
- Health screenings.
- Specific disease education i.e.: Parkinson's, Alzheimer's, Cancer etc.

Social Purpose
of a Senior Center

Benefits to greater community may include:

- Increase in a pool of volunteers within school district, medical facilities, churches, daycare centers, community events, etc.
- Modeling to our youth, the respect and care of our elders.

Programs may include:

- Monthly birthday recognitions.
- Common game clubs such as; bridge, cribbage, chess, etc.
- Speed dating.
- Altruistic activities.
- Multi generational events.
- Executive mentoring, youth mentoring, parental mentoring.
- Neighborhood ambassador's.

Emotional Purpose
of a Senior Center

Benefits to greater community may include:

- Increased participation at local retailers and restaurants.
- Reduced emergency response needs.

Programs may include:

- Peer to peer outreach.
- Classes about repairing relationships and family ties late in life.
- Education about depression as a symptom or side affect.
- More altruistic activities.

Economical Purpose
of a Senior Center

Benefits to greater community may include:

- A more focused service to the individuals with the greatest needs.
- Increased number of healthy aging individuals expands the economic base of a community.

Programs may include:

- Financial planning.
- Short term budgeting.
- Education of resources available as needs arise.
- Awareness of tax benefits to gifting funds to local and national causes.
- How to liquidate assets to extend financial independence.

Waconia Senior Center Task Force is asking for

- City Council Working Session in May 2016.

APPROVAL / COLLABORATION / FUNDING

PLEASE

Waconia Senior Center Task Force is asking for

- **City's collaboration and expertise in planning** for short term goals and long term goals.

APPROVAL / COLLABORATION / FUNDING

PLEASE

Waconia Senior Center Task Force is asking for

- 2017 Budget amount to hire a Program Director or 2 Co-Directors. Assistance in forming an Advisory Council

APPROVAL / COLLABORATION / FUNDING

PLEASE

Thank-you

for considering the well-being of our aging community.

Resources

- Administration on Aging (AOA, under the US Dept of Health & Human Services)
- Older Americans Act (OAA)
- National Council on Aging (NCOA)
- National Institute of Senior Centers (NISC)
- National Institute on Aging
- Institute for Public Administration, College of Human Services, Education & Public Policy, University of Delaware
- Suburban Stats.org
- U.S. Department of Health and Human Services- Administration on Aging www.aoa.gov
- National Council on Aging www.ncoa.org
- Minnesota Board on Aging (mnaging.org)
- Metropolitan Area Agency on Aging (metroaging.org)
- Senior LinkAge Line (MinnesotaHelp.info)
- Caver County Office of Aging (co.carver.mn.us)

PROCLAMATION

Declaring Friday, April 29th, 2016 Arbor Day,

And

May 2016 Arbor Month in the City of Waconia

WHEREAS: The health of the people is tied to the health of their forests; and

WHEREAS: Trees and forests improve our physical health by cleaning the air, reducing exposure to the sun's UV rays, and decreasing temperatures during the summertime; and

WHEREAS: In 50 years, one tree provides $62,000 worth of air pollution control; and

WHEREAS: Childhood asthma rates are lower in urban communities that have a higher density of trees; and

WHEREAS: Trees and forests improve our mental health by reducing stress and increasing concentration; and

WHEREAS: Forests create high-quality drinking water by acting as a natural filter; and

WHEREAS: Getting a daily dose of trees is healthy for all Minnesotans; and

WHEREAS: Each year, on the last Friday in April, and throughout the month of May, Minnesotans pay special tribute to rural and community trees and all the natural resources, and dedicate themselves to the continued vitality of our state's forests.

NOW, THEREFORE, I, James P. Sanborn, Mayor of the City of Waconia, do hereby proclaim Friday, April 29, 2016, as Arbor Day and May 2016 Arbor Month in the City of Waconia

_____ _____

Date Mayor; James P. Sanborn

ATTEST:_____

City Administrator; Susan Arntz

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Acting Mayor Kent Bloudek at 6:00 p.m. The following members were present: Kent Bloudek, Charles Erickson, and Lynn Ayers. Absent: Jim Sanborn

Staff Present: Susan Arntz, Lane Braaten, Craig Eldred, Mike Melchert, Ann Meyerhoff, Nicole Lueck, Angel Smith

Visitors: Paul Scheuble, Kellie Sites, Tim Liftin, Nicky Mase, Dee Delange, Bria & Greg James.

Pledge of Allegiance was led by Acting Mayor Kent Bloudek.

ADOPT AGENDA: Item #9 on Consent Agenda was removed due to conflicts with dated. Motion by Erickson, seconded by Ayers to adopt the agenda as amended. All present voted aye. **MOTION CARRIED.**

VISTOR'S PRESENTATION: Tim Liftin came forward with a brief presentation on the Tour de Tonka which will be held Saturday, August 6, 2016.

ADOPT CONSENT AGENDA

1) Approve March 21, 2016 City Council Meeting Minutes.
2) Authorize Payment of April 4, 2016 Expenditures.
3) Motion Calling for Annual Strom Water Pollution Prevention Program Meeting.
4) Motion to Approve Use of Streets, Lake Waconia Triathlon.
5) Adopt Resolutions No. 2016-76 & 77, Approving Temporary Liquor License for Waconia Lions Club.
6) Adopt Resolution No. 2016-78, Accepting Voluntary Resignation of Brian Vos and Authorizing Recruitment.
7) Adopt Resolution No. 2016-79, Approving Temporary Liquor License – St Joseph Church.
8) Adopt Resolution No. 2016-80, Accepting Petition for Vacation of a Public Drainage and Utility Easement and setting a Public Hearing.

Motion by Erickson, seconded by Carrier to Adopt the Consent Agenda as amended. All present voted aye. **MOTION CARRIED.**

COUNCIL BUSINESS

ORDINANCE 692, AMENDING CHAPTER 580 REGARDING ALCOHOLIC BEVERAGES: Susan Arntz presented the proposed revisions to Ordinance 580, Alcoholic Beverages relating to expanding the use of outside spaces.

- Section 580.04, Subd. 2 C, *Outdoor Areas*, recommend deletion of the words "Adjacent to Structure" and adding language to allow the definition to be within close proximity to a building.

- Section 580.04, Subd. 2 C, delete item 1. This removes the requirement that a business must provide evidence that they have a percentage of their gross sales from something other than food to qualify for an Outdoor Area to be used with their business.

- Section 580.04, Subd. 2 Section C, add new item 1. With language that says, "The outdoor area shall not be enclosed in such a manner that the space becomes an indoor area as defined by MN Statutes 144.413. This requirement is intended to comply with the Clean Indoor Air Act.

- Section 580.04, Subd. 2, Section C, item 3, add language stating that the outdoor area design and construction plan is required to be approved by the City Council.

- Section 580.04, Subd. 2, Section C, item 4, add language that requires the outdoor area to be clearly delineated by an approved fence that is at least 36 inches in height or some other structure or barrier approved by the City Council that has designated ingress/egress to prevent persons from entering and exiting from another space.

- Section 580.04, Subd. 2, Section C, item 6. Added language that indicates that the outdoor area shall have sufficient vehicle barriers to deter vehicles from entering the area.

- Section 580.15, Requirements Applicable to Outdoor Areas Adjacent to a Structure, updated title to remove the Adjacent to Structure language. Updated the hours in the code for noise outside from 9:00 p.m. to 10:00 p.m. to be consistent with the City's Noise Ordinance.

Motion by Carrier, seconded by Ayers to Adopt Ordinance 692, Amending Chapter 580 Regarding Alcoholic Beverages. All present voted aye. **MOTION CARRIED.**

ITEMS REMOVED FROM CONSENT AGENDA: None

STAFF REPORTS: None

BOARD REPORTS:
Councilmember Erickson – No Report
Councilmember Bloudek – No Report
Councilmember Carrier – No Report
Councilmember Ayers – No Report
Mayor Sanborn – Absent

ANNOUNCMENTS: Fire Department Pancake Breakfast, Sunday April 10, 2016
Public Services Open House, Saturday, May 7, 2016

ADJOURN:
Motion by Carrier, seconded by Erickson to adjourn the meeting at 6:17 p.m. All present voted aye. MOTION CARRIED

_____
Kent Bloudek, Acting Mayor

ATTEST: _____
Ann Meyerhoff, Office Assistant

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

Nicole M. Lueck

Nicole Lueck, Finance Director

4/20/2016
Date

CITY OF WACONIA
Council List-Expenditures
Meeting: April 25, 2016

Vendor Name	Description	Amount	Fund/Department
ADVANCED ENERGY PARTNERS	IA Electric Service 03/2016	$293.65	*Ice Arena*
ALLSTATE	Premiums 03/15/16	$261.60	*Personnel Liabilities*
AMERICAN LEGION POST 150	Senior Dining Program 05/2016	$600.00	*Central Facilities*
AQUA LOGIC, INC	SI Pool Chemicals	$3,201.76	*Safari Island*
AVTEX SOLUTIONS, LLC	IT Consulting - Exchange/AD	$50.00	*Technology*
AVTEX SOLUTIONS, LLC	Server Back-Up Fees 03/2016	$420.00	*Technology*
AVTEX SOLUTIONS, LLC	Server Back-Up Fees 04/2016	$600.00	*Technology*
AVTEX SOLUTIONS, LLC	IT Back-Up Set Up Fees/Hardware	$3,350.00	*Technology*
BOLTON & MENK, INC	Somerwood Interlaken Addition	$78.00	*PIR Escrow*
BOLTON & MENK, INC	Industrial Park ALTA Survey	$174.50	*PIR*
BOLTON & MENK, INC	Crosswinds 2nd Addition	$212.00	*PIR Escrow*
BOLTON & MENK, INC	2014 Infrastructure Recon	$218.00	*Split: PIR, Sewer, Water, Storm Water, Park Dedication*
BOLTON & MENK, INC	TH 284/10th St Recon	$269.00	*Split: PIR, Storm Water, Sewer, Water*
BOLTON & MENK, INC	MSA System Management	$546.00	*Streets*
BOLTON & MENK, INC	Waterford Property ALTA	$640.00	*PIR*
BOLTON & MENK, INC	Miscellaneous Engineering	$922.00	*Split: PIR , Storm Water, Planning Streets*
BOLTON & MENK, INC	Crosswinds	$936.00	*Bill Back Receivable*
BOLTON & MENK, INC	Interlaken 8th Addition	$960.00	*PIR Escrow*
BOLTON & MENK, INC	Pheasant Ridge Lift Station	$1,209.00	*Sewer*
BOLTON & MENK, INC	Interlaken Woods	$1,586.00	*Bill Back Receivable*
BOLTON & MENK, INC	2015 Infrastructure Recon	$1,850.65	*Split: PIR, Storm Water, Sewer, Water, Park Dedication*
BOLTON & MENK, INC	BPP Grandstand	$1,981.00	*PIR*
BOLTON & MENK, INC	ISD #110 Expansion	$2,562.00	*PIR Escrow*
BOLTON & MENK, INC	TH 5 Stormwater Reuse	$4,978.67	*Storm Water*
BOLTON & MENK, INC	Met Council I & I Surcharge	$7,931.61	*Sewer*
BOLTON & MENK, INC	Community Dr & 94th St	$9,195.50	*PIR Escrow*
BOLTON & MENK, INC	TH 5 Corridor Improvements	$13,122.50	*Split: PIR, Storm Water, Sewer, Water*
BOLTON & MENK, INC	2016 Infrastructure Project	$38,543.39	*Split: PIR, Water, Sewer, Storm Water*
CARNELL, LEANN	Refund Utility Overpayment	$1.14	*Water*
CARVER COUNTY TREASURER	New Assessment Roll Setup Fees	$410.00	*Finance*
CARVER COUNTY TREASURER	Phone/Internet Service 04/2016	$1,860.32	*Split: Bill Back Receivable, Central Facilities, Safari Island, Water, Sewer, Storm Water, Ice Arena*
CARVER COUNTY TREASURER	2016 Taxes - PID 09.0231200	$4,424.00	*PIR*
CARVER COUNTY TREASURER	2016 Taxes - PID 75.2560080	$5,410.00	*PIR*
CARVER COUNTY TREASURER	Fines/Prosecution Qtr 01/2016	$10,070.92	*Split: Law Enforcement, Administration*
CENTERPOINT MINNEGASCO	Gas Pipe Relocation Fees	$11,927.00	*Clearwater Shores*
CENTERPOINT MINNEGASCO	Natural Gas Service 01/2016	$8,452.48	*Split: Central Facilities, Water, Sewer, Storm Water, Street Light, Ice Arena*
CHAMPION, FRANCES	Refund SI Membership Change	$126.60	*Safari Island*
CITY OF BLOOMINGTON	Water Testing 03/2016	$105.00	*Water*
COLORADO CHILD SUPPORT SERVICES	EE Deduction - Pay 04-2016	$279.10	*Personnel Liabilities*
COLORADO CHILD SUPPORT SERVICES	EE Deduction - Pay 05-2016	$279.10	*Personnel Liabilities*
COLORADO CHILD SUPPORT SERVICES	EE Deduction - Pay 06-2016	$279.10	*Personnel Liabilities*
COVERALL OF THE TWIN CITIES	FS Cleaning 04/2016	$165.00	*Central Facilities*
COVERALL OF THE TWIN CITIES	Library Cleaning 04/2016	$454.00	*Central Facilities*
COVERALL OF THE TWIN CITIES	PW Cleaning 04/2016	$621.00	*Central Facilities*
COVERALL OF THE TWIN CITIES	CH Cleaning 04/2016	$882.00	*Central Facilities*
CRADICK, BRIAN & DEBBIE	Refund Utility Overpayment	$15.64	*Water*
DAMA METAL PRODUCTS INC	Fire S-2 Key Lock Boxes	$660.00	*Fire*
DEPARTMENT OF PUBLIC SAFETY	Replacement Titles - 2 Fire Trucks	$36.50	*Fire*
DEVRIES, JOHN	Refund Utility Overpayment	$29.48	*Water*
DIAMOND MUNICIPAL SOLUTIONS	IT Scripts - Meter Project	$2,343.75	*Water*
DOODLES LOCK & KEY	New Locks-Sudheimer Property	$240.00	*PIR*

Council List-Expenditures
Meeting: April 25, 2016

Vendor Name	Description	Amount	Fund/Department
EFTPS	Federal Taxes - CC Qtr 1/2016	$1,280.38	*Personnel Liabilities*
EFTPS	Federal Taxes - Fire Pay 02/16	$959.21	*Personnel Liabilities*
EFTPS	Federal Taxes - Herrera Supplemental	$225.15	*Personnel Liabilities*
EFTPS	Federal Taxes - Pay 04-2016	$26,224.08	*Personnel Liabilities*
EFTPS	Federal Taxes - Pay 05-2016	$25,039.29	*Personnel Liabilities*
EFTPS	Federal Taxes - Pay 06-2016	$24,314.52	*Personnel Liabilities*
EFTPS	Federal Taxes - Sinclair/Goff Supplemental	$5,492.14	*Personnel Liabilities*
FIRST NATIONAL BANK	Refund Utility Overpayment	$12.87	*Water*
GOPHER STATE ONE-CALL, INC.	Utility Locate Tickets 03/2016	$240.70	*Split: Water, Sewer*
HAWKINS INC	WTP Chemicals	$8,844.11	*Water*
HEALTH PARTNERS	Medical/Dental Premiums 4/2016	$20,495.18	*Personnel Liabilities*
HENNING EXCAVATING	I & I Work - 3 1/2 St	$2,211.00	*Sewer*
HENNING EXCAVATING	I & I Work - 4th St	$2,382.00	*Sewer*
HENNING EXCAVATING	I & I Work - 1st St	$2,453.00	*Sewer*
HENNING EXCAVATING	I & I Work - 2nd St	$2,486.00	*Sewer*
HENNING EXCAVATING	Water Service Repair - Ravenwood	$2,712.00	*Water*
HENNING EXCAVATING	Repair Shut Off - Townhome/Church	$2,762.00	*Water*
HENNING EXCAVATING	I & I Work - 3 1/2 St	$2,802.50	*Sewer*
HENNING EXCAVATING	Valve Work - Ravenwood	$3,189.00	*Water*
HENNING EXCAVATING	I & I Work - Legion Area	$3,556.00	*Sewer*
HENNING EXCAVATING	I & I Work - 3rd St	$3,712.00	*Sewer*
HENNING EXCAVATING	I & I Work - 3rd St W	$5,240.50	*Sewer*
JOHNSON, JOEL	Refund Utility Overpayment	$38.68	*Water*
JOHNSON, SUSAN	Refund Utility Overpayment	$68.33	*Water*
KANSAS STATE BANK OF MANHATTAN	SI Exercise Equipment Rent 03/2016	$1,579.61	*Safari Island*
KEMNITZ, JACOB	Reimburse Disposal Fees	$50.00	*PIR*
KIRVIDA FIRE, INC.	Tanker 11 - Tank/Pump Repair	$610.73	*Fire*
KLEIN BANK	EE HSA Liability - Pay 05-2016	$2,111.15	*Personnel Liabilities*
KLEIN BANK	EE HSA Liability - Pay 06-2016	$2,011.15	*Personnel Liabilities*
KLEIN BANK	ER HSA Liability - Pay 05-2016	$2,081.49	*Personnel Liabilities*
KLEIN BANK	ER HSA Liability - Pay 06-2016	$2,018.03	*Personnel Liabilities*
KNUDTSON, STEVEN	Broomball League Officiating	$324.00	*Ice Arena*
LANO EQUIPMENT	Grader/Planer/Finish Mower - Resolution #2016-47	$39,152.00	*Capital Equipment*
LITTLE, JILL	Refund Utility Overpayment	$58.96	*Water*
LOFFLER COMPANIES INC	IA Printer Fees 03/01 - 05/31	$149.46	*Ice Arena*
MARCO INC	CH Printer Lease 02/2016	$1,978.08	*Central Facilities*
MET COUNCIL ENVIRON SRV	Industrial Discharge Permit	$425.00	*Water*
MET COUNCIL ENVIRON SRV	Sewer Flow Charge 05/2016	$66,827.33	*Sewer*
MET COUNCIL ENVIRON. - SAC	SAC Report 03/2016	$17,221.05	*Sewer*
METRO WEST INSPECTION SERVICES, INC.	Building Inspections 02/2016	$32,649.94	*Building Inspections*
MITCHELL, KRISTIE	Winter 2016 Skate Instruction	$2,138.00	*Ice Arena*
MN DEPT OF HEALTH	Water License Certificate - Menth	$23.00	*Water*
MN DEPT OF HEALTH	Water License Renewal - Bode	$23.00	*Water*
MN DEPT OF REVENUE	Sales Tax Liability 02/2016	$12,292.00	*Sales Tax Liability*
MN DEPT OF REVENUE	State Taxes - CC Qtr 1/2016	$443.32	*Personnel Liabilities*
MN DEPT OF REVENUE	State Taxes - Fire Pay 02/2016	$51.92	*Personnel Liabilities*
MN DEPT OF REVENUE	State Taxes - Herrera Supplemental	$36.36	*Personnel Liabilities*
MN DEPT OF REVENUE	State Taxes - Pay 04-2016	$4,174.82	*Personnel Liabilities*
MN DEPT OF REVENUE	State Taxes - Pay 05-2016	$3,962.83	*Personnel Liabilities*
MN DEPT OF REVENUE	State Taxes - Pay 06-2016	$3,827.65	*Personnel Liabilities*
MN DEPT OF REVENUE	State Taxes - Sinclair/Goff Supplemental	$1,002.18	*Personnel Liabilities*
MN DEPT OF TRANSPORTATION	TH 5 Testing/Inspections	$256.76	*PIR*
MN POLLUTION CONTROL AGENCY	License Renewal - Moldenhauer	$23.00	*Sewer*
MN POLLUTION CONTROL AGENCY	Collection System Manual	$53.00	*Sewer*
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 04-2016	$80.00	*Personnel Liabilities*
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 04-2016	$1,730.00	*Personnel Liabilities*
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 05-2016	$80.00	*Personnel Liabilities*
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 05-2016	$1,730.00	*Personnel Liabilities*
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 06-2016	$80.00	*Personnel Liabilities*

Council List-Expenditures
Meeting: April 25, 2016

Vendor Name	Description	Amount	Fund/Department
NATIONWIDE RETIREMENT SOLUTION	EE Retirement - Pay 06-2016	$1,730.00	*Personnel Liabilities*
NCPERS GROUP LIFE INSURANCE	Premiums 04/2016	$96.00	*Personnel Liabilities*
NORDIC MECHANICAL SERVICES	PW HVAC System Repair	$449.79	*Central Facilities*
NORDIC MECHANICAL SERVICES	WTP Humidifier Regulator	$552.61	*Water*
NORDIC MECHANICAL SERVICES	WTP Heater Repair	$3,100.00	*Water*
NORDIC MECHANICAL SERVICES	PW Boiler Repair	$3,925.00	*Central Facilities*
NYSTROM PUBLISHING CO., INC.	Program Guide Publishing Fees	$4,470.24	*Split: Ice Arena, Safari Island*
OLMSHEID, ANNE MARIE	Refund Utility Overpayment	$21.97	*Water*
PALMER, NILCE	Refund Utility Overpayment	$40.00	*Water*
PERA	EE/ER Retirement - CC Qtr 1/16	$122.50	*Personnel Liabilities*
PERA	EE/ER Retirement - Pay 04-2016	$14,203.74	*Personnel Liabilities*
PERA	EE/ER Retirement - Pay 05-2016	$13,640.93	*Personnel Liabilities*
PERA	EE/ER Retirement - Pay 06-2016	$13,121.88	*Personnel Liabilities*
PREMIUM PROPERTY GROUP	Refund Utility Overpayment	$29.93	*Water*
QUIK STOP	Refund Utility Overpayment	$123.31	*Water*
ROYAL TIRE INC	Recon Wheel Repair	$14.00	*Storm Water*
ROYAL TIRE INC	#28 Tire Disposal - Bad Recap	$14.00	*Streets*
ROYAL TIRE INC	Tire Disposal Fee - Sudheimer Property	$48.00	*PIR*
ROYAL TIRE INC	#28 Tire Replacement	$681.65	*Split: Streets, Parks*
RYLAND HOMES - TWIN CITIES DIVISION	Refund Remaining Escrow Funds	$2,751.00	*PIR Escrow*
RYLAND HOMES - TWIN CITIES DIVISION	Refund Remaining Escrow Funds	$4,960.00	*PIR Escrow*
SIMPLEX GRINNELL	Extinguisher Inspections	$131.24	*Fire*
STAPLEON, MARGARET	Refund Utility Overpayment	$87.07	*Water*
STORMS, PETER	Reimburse Disposal Fees	$107.50	*PIR*
STUMP BUSTERS LLC	Tree Stump/Root Removal	$800.00	*Streets*
TITLEMARK	Waterford Swap Closing Fees	$899.29	*PIR*
TITLEMARK	Waterford Swap Closing Fees	$1,646.49	*PIR*
USPS	UB Mailing 03/2016	$1,085.09	*Split: Water, Sewer*
VANCO SERVICES	SI Insurance Reimbursement Fees 02/16	$76.75	*Safari Island*
VESSCO, INC	Hwy 5 BPP Reuse - Tanks/Pumps	$22,489.00	*Storm Water*
WACONIA ASSOCIATES LLC	Hwy 5/Olive Corner Lease Pmt	$3,000.00	*Economic Development*
WACONIA ROLL-OFF SERVICE	Disposal Fees - Sudheimer Property	$1,282.00	*PIR*
WATERFORD HOLDING	Refund Utility Overpayment	$115.34	*Water*
WELLS FARGO	CH/SI/PW Printer Lease 02/2016	$447.66	*Split: Central Facilities, Safari Island*
XCEL ENERGY	Street Lights - 2016 Infrastructure Recon	$18,158.00	*PIR*
XCEL ENERGY	Terminal Pole - 2016 Infrastructure Recon	$27,108.28	*PIR*
XCEL ENERGY	10525 10th St Electric 01/2016	$23.57	*Central Facilities*
XCEL ENERGY	Electric Service 01/2016	$33,455.04	*Split: Public Safety, Central Facilities, Water, Sewer, Storm Water, Street Light, Ice Arena*
		$668,770.29	

The above bills have been approved for payment at the regular City Council Meeting on April 25, 2016.
Authorized and ordered for payment:

_____
Mayor

_____
City Administrator

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name:	Lodging Tax Funds Request – Waconia CVB
Originating Department:	Finance
Presented by:	Nicole Lueck, Finance Director
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred in March 2016.

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

The Waconia Chamber Convention & Visitors Bureau (CVB) has requested a lodging tax reimbursement for expenditures accrued in March 2016. 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 $4,688.25.

FINANCIAL IMPLICATIONS:
Funding Sources & Uses: Lodging Tax Fund

Budget Information:

X	Budgeted
	Non Budgeted
	Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
Parks and Recreation Board
Safari Island Advisory Board
Other

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name: Use of Streets	Use of Streets Request: Terra Waconia for Community Dinner
Originating Department:	Administration
Presented by:	Susan Arntz, City Administrator
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X		Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Authorization of Use of Streets for Community Dinner

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

Terra Waconia, organizers of the Waconia Farmer's Market, desire to organize a Community Dinner as a fundraiser for the Farmer's Market.

The event will take place on Thursday, May 19. Set up would start at 4:00 p.m. and the dinner would take place from 6:30 p.m. to 8:30 p.m. Take down would be completed by 10:00 p.m.

They desire to use Frist Street between Olive Street and Elm Street. They will need to secure barricades from Public Services for use for the event.

Terra Waconia has notified nearly all of the businesses of the event and has solicited their assistance. They are working on identifying a non-profit to assist with the alcohol portion of their event.

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:	April 26, 2016
Item Name:	Request for Use of Streets/Parade Permit: Lake Waconia Band Festival
Originating Department:	Administration
Presented by:	Angel Smith, Assistant City Administrator
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Parade Permit/Use of Streets for the Lake Waconia Band Festival on Saturday, June 18, 2016, and Parade Permit/Use of Streets for Dress Rehearsal on June 8th, 2016 with additional closures.

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

On February 16, 2016 the City has received a request from the organizers of the Lake Waconia Band Festival for use of City streets and a parade permit for the 18th annual Lake Waconia Band Festival to be held on Saturday, June 18, 2016. Staging of the bands will begin at approximately 4:00 p.m. with the parade beginning at 6:00 p.m. The parade will last approximately 2.5 hours and will be one mile in length.

Since approving the request, the Band Festival was notified by Carver County Fairgrounds that there is a scheduling conflict on June 18th which requires using a different ending point for the Festival. They have requested additional street closures:

- 1st Street, between Walnut and Redwood Street
- 2nd Street, between Walnut Street and Redwood Street
- Cherry Street, between Burandt Boulevard and Bayview

The remainder of their request are similar to past years. The Association has agreed to send out two letters to residents and businesses in the area of the event to alert them to these changes.

In addition, given the increase in size of the event and community, the Association has hired two off-duty deputies to provide additional public safety for this event.

Please find details in the attached letter and parade event map.

FINANCIAL IMPLICATIONS:	***ADVISORY BOARD RECOMMENDATIONS:***
Funding Sources & Uses**: None**	
Budget Information:	Planning Commission
_____ Budgeted	Parks and Recreation Board
_____ Non Budgeted	Safari Island Advisory Board
_____ Amendment Required	Other

Lake Waconia Band Festival

1011 Stein Drive
Waconia, MN 55387

Marching Band Directors – John Pohland: jpohland@isd110.org – Phil Snyder: psnyder@isd110.org – Megan Palmer: mpalmer@isd110.org – 952.442.0667
Festival Coordinator – Doug Parkinson: lakewaconiabandfestival@gmail.com 952.221.1287

April 13, 2016

Angel Smith
City of Waconia
201 S Vine Street
Waconia, MN 55387

Dear Angel,

Enclosed you will find another letter with our requests for additional street closures to the City Council. This is for this year's Lake Waconia Band Festival that is scheduled for Saturday, June 18.

If you have any questions, you are welcome to call me.

Thank you for your assistance with this request.

Sincerely,

Doug Parkinson
Coordinator

Enclosures

Lake Waconia Band Festival

1011 Stein Drive
Waconia, MN 55387

Marching Band Directors – John Pohland: jpohland@isd110.org – Phil Snyder: psnyder@isd110.org – Megan Palmer: mpalmer@isd110.org – 952.442.0667
Festival Coordinator – Doug Parkinson: lakewaconiabandfestival@gmail.com 952.221.1287

April 13, 2016

City of Waconia Mayor and Council Members
201 S Vine Street
Waconia, MN 55387

Dear Mr. Mayor and City Council Members,

To begin, we want to thank you for your support of the Lake Waconia Band Festival and your approval back in February of our initial request for a parade permit and the closure of several streets.

Our purpose for writing this letter and submitting a second request is due to a notification we received on Monday, April 4 that the Carver County Fairgrounds has a scheduling conflict with our date of June 18 this summer. What this means is that we will not be able to utilize the Fairgrounds as our ending point for the Festival.

Our request, in addition to our prior one, is to include the following – (see the areas on the map highlighted in yellow)

- extend road closures in and around Bayview Elementary. Our plan now is to end the parade at/around Walnut and 2nd Streets. We would then have the bands turn to the west on 2nd Street to Cherry Street; then north on Cherry Street to Bayview Elementary and Meuwissen Field
- this would close off these streets from 4:00 pm to 9:30 pm
    - Cherry Street North – between 3rd and 1st Street
    - 2nd Street West between Walnut and Sunset Streets
    - Redwood Street between 2nd and 1st Streets
- we would be parking the participating schools' buses and trailers at Bayview Elementary and on 1st Street

We have been in contact with the Carver County Sheriff's office (Deputy Clark). Per his request we will be hiring two off duty deputies to help us during the Festival. At this point we will most likely position one in the staging area between City Square Park and Trinity Lutheran Church. The second deputy we would position on 3rd Street near the Carver County Fairgrounds.

In addition to the Sheriff's office we have been in contact with the Waconia Fire Chief and City Street Supervisor to initially go over this change in our plans and the potential impacts upon their roles with the Festival. Thanks to each of these individuals for their input and suggestions.

Due to these changes and following your approval – we commit to sending out two letters to the neighbors and businesses affected by our event on these new streets. The first letter will go out and arrive on May 18; one month prior to our event. The second letter will go out and arrive by June 10; approximately one week before the event. The second letter will be sent as a reminder of the Festival coming on June 18 and the impact to their streets for all the areas; as committed to in our first request this year.

We are grateful to the each of you; Mayor, Council, and City of Waconia employees, for your support of the Festival and Marching Band activities each year.

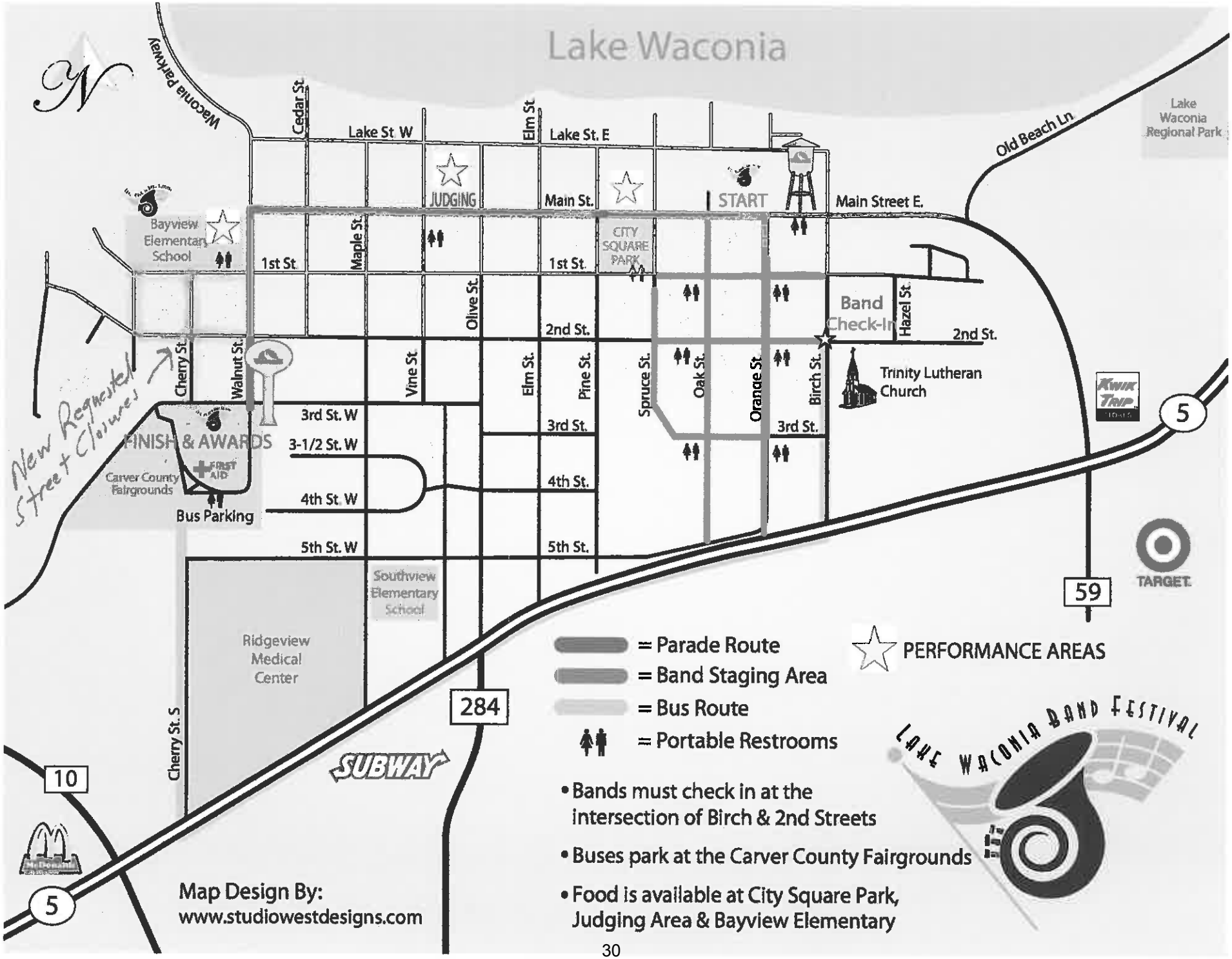
Thank you for considering our additional requests for this event.

If you have any questions, you are welcome to call and/or email any of us.

Sincerely,

Doug Parkinson
Coordinator

Enclosure


Lake Waconia
N
Waconia Parkway
Cedar St.
Lake St. W
Elm St
Lake St. E
Old Beach Ln
Lake Waconia Regional Park
JUDGING
Main St.
START
Main Street E.
Bayview Elementary School
1st St.
Maple St.
CITY SQUARE PARK
Olive St.
Band Check-In
Hazel St.
2nd St.
Cherry St.
Walnut St.
Vine St.
Elm St.
Pine St.
Spruce St.
Oak St.
Orange St.
Birch St.
Trinity Lutheran Church
KWIK TRIP
5
New Requested Street Closures
3rd St. W
3-1/2 St. W
FINISH & AWARDS
FIRST AID
Carver County Fairgrounds
Bus Parking
4th St. W
5th St. W
4th St.
5th St.
Southview Elementary School
TARGET
59
Ridgeview Medical Center
284
Cherry St. S
SUBWAY
10
= Parade Route
= Band Staging Area
= Bus Route
= Portable Restrooms
PERFORMANCE AREAS
LAKE WACONIA BAND FESTIVAL
• Bands must check in at the intersection of Birch & 2nd Streets
• Buses park at the Carver County Fairgrounds
• Food is available at City Square Park, Judging Area & Bayview Elementary
Map Design By:
www.studiowestdesigns.com

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016					
Item Name:	Authorize Use of Streets & Facilities for Tour de Tonka Event on August 6th, 2016					
Originating Department:	Public Services & Parks					
Presented by:	Craig Eldred & David Wabbe					
Previous Council Action (if any)**:**						
Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Authorize use of Streets & Facilities for Tour de Tonka Event on August 6th, 2016

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

City Council Members recall Mr. Tim Liftin presentation April 4th, 2016 on the 2016 Tour de Tonka biking event to be held August 6th, 2016. The 67 and 100 mile routes are guided to touch upon the City of Waconia, including passage through Brook Peterson Park, and a rest stop at the Ice Arena.

Organizers of the event have paid the fees necessary to utilize the Ice Arena as a rest stop. The main focus is to provide approval for the use of Streets, Brook Peterson Park systems, and validate the event by way of City Council approval.

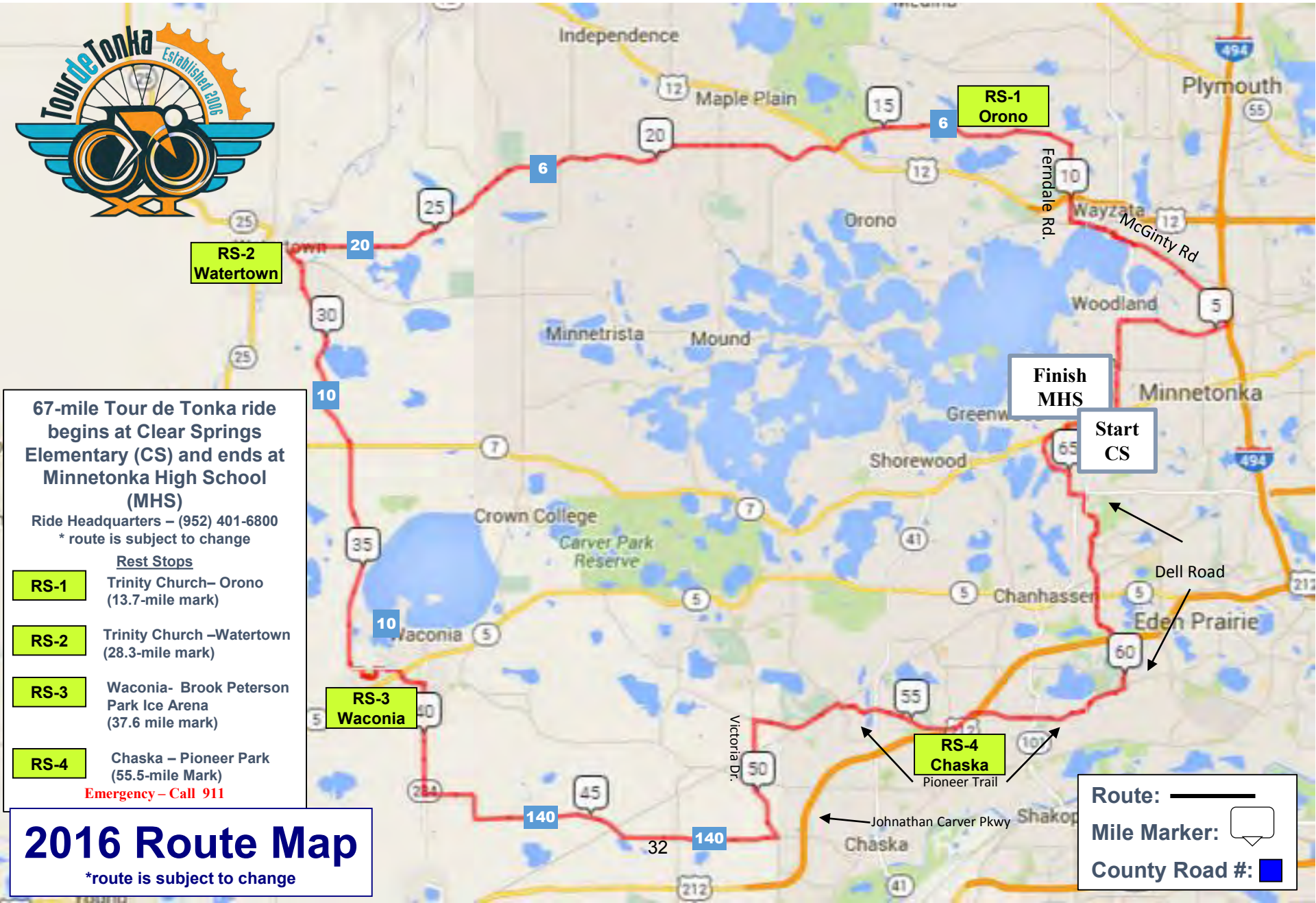
Event organizers will be notifying the Waconia Fire Department, Carver County Dispatch, Carver County Sheriff's Department, and Ridgeview Ambulance.

Previous years events have been very successful and have brought many individuals to the Waconia community.

Staff recommends authorizing the use of Streets and Facilities for the Tour de Tonka event on August 6th, 2016.

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

2016 Tour de Tonka 67-Mile Route



67-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800

* route is subject to change

Rest Stops

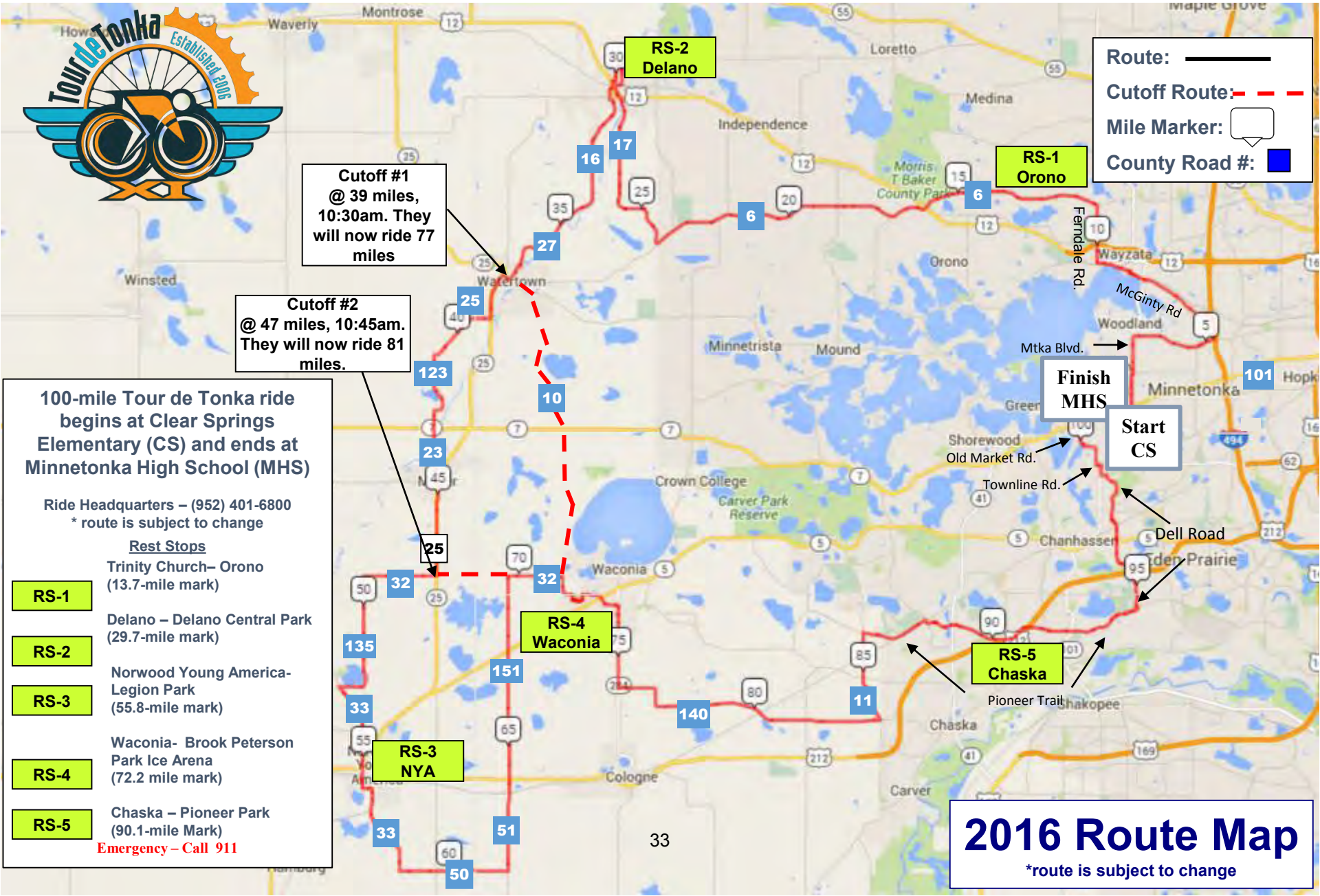
RS-1	Trinity Church– Orono (13.7-mile mark)
RS-2	Trinity Church –Watertown (28.3-mile mark)
RS-3	Waconia- Brook Peterson Park Ice Arena (37.6 mile mark)
RS-4	Chaska – Pioneer Park (55.5-mile Mark)

Emergency – Call 911

2016 Route Map

*route is subject to change

2016 Tour de Tonka 100-Mile Route



100-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
* route is subject to change

Rest Stops

RS-1 Trinity Church– Orono (13.7-mile mark)

RS-2 Delano – Delano Central Park (29.7-mile mark)

RS-3 Norwood Young America-Legion Park (55.8-mile mark)

RS-4 Waconia- Brook Peterson Park Ice Arena (72.2 mile mark)

RS-5 Chaska – Pioneer Park (90.1-mile Mark)

Emergency – Call 911

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name:	Request To Waive Fees
Originating Department:	Administration
Presented by:	Susan Arntz
Previous Council Action (if any):	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt a motion waiving field use fees for Saturday May 21, 2016 Waconia Baseball Association event

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

The Waconia Baseball Association is requesting fees be waived for use of fields 5-8 within Brook Peterson Park from 9am-12:30pm Saturday May 24, 2016. (see attached letter)

These fields along with Lion's Park field would be used to hold a clinic for 5 – 12 year olds as part of the Waconia Baseball Association's 3rd Annual Waconia Baseball Day's events.

Staff is recommending approval of the request.

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:	April 25, 2016
Item Name:	Approve Sanitation License for Suburban Waste Services
Originating Department:	Administration
Presented by:	Susan Arntz
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2016-81, Approving Sanitation License for Suburban Waste Services

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

Suburban Waste Services, 12400 Princeton Ave S, Savage MN has submitted a Sanitation License request with the appropriate fees and insurance requirements to provide refuse pick up.

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

CITY OF WACONIA
RESOLUTION NO. 2016-81

RESOLUTION APPROVING LICENSE APPLICATION

WHEREAS, Application for new license has been received in the Office of the City Clerk for the following license:

Sanitation License

WHEREAS, The applicant has been identified as Suburban Waste Services; and

WHEREAS, Applicant Suburban Waste Services has paid the required fee and has met insurance requirements.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the Sanitation License for Suburban Waste Services, for the term of April 25, 2016 through January 31, 2017.

Adopted by the City Council of the City of Waconia this 25th day of April, 2016.

_____
James P Sanborn

ATTEST:_____
Susan MH Arntz, City Administrator

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name:	Elimination of Parcel – Tax Increment District #4 – Pine Business Park
Originating Department:	Finance
Presented by:	Nicole Lueck
Previous Council Action (if any)**:**	Resolution 2016-49: Resolution Approving Land Purchase & Exchange Agreement Between City of Waconia and Hartman Communities, LLC dated February 16, 2016

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-82, Approving the Elimination of a Parcel from Tax Increment Financing District No. 4 (Pine Business Park) within Development District No. 1

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

With approval of the land purchase and exchange agreement made with Hartman Communities, LLC earlier this year, the City needs to remove parcel 75.3700020 (87 8th Street, Waconia) from Tax Increment Financing (TIF) District #4. The parcel will not generate tax increment to be used towards an economic development related project. Under the City's ownership, the parcel will become tax exempt and be used for public purpose

Attached is a resolution approving the elimination of this parcel from the District. Upon approval, City staff will forward a certified copy of the resolution to Carver County.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: TIF District No. 4 – Pine Business Park (413)

Budget Information:

	Budgeted
X	Non Budgeted
	Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
Parks and Recreation Board
Safari Island Advisory Board
Other

CITY OF WACONIA
CARVER COUNTY, MINNESOTA

RESOLUTION NO. 2016-82

RESOLUTION APPROVING THE ELIMINATION OF A PARCEL FROM TAX INCREMENT FINANCING DISTRICT NO. 4 (PINE BUSINESS PARK) WITHIN DEVELOPMENT DISTRICT NO. 1 OF THE CITY OF WACONIA.

WHEREAS, on April 21, 2014, the City of Waconia (the "City") created its Tax Increment Financing District No. 4 (Pine Business Park) (the "TIF District") within its Waconia Development District (the "Project") by approval of a tax increment financing plan (the "TIF Plan) for the TIF District; and

WHEREAS, the following property, by property identification number, was included in the TIF District:

75.3700020

WHEREAS, the City desires by this resolution to amend the TIF Plan to remove the above-described parcel from the TIF District, thereby reducing the size thereof; and

WHEREAS, the current net tax capacity of the parcel to be eliminated from the TIF District equals or exceeds the original net tax capacity and, therefore this amendment to the TIF Plan is accomplished pursuant to *Minnesota Statutes, Section 469.175, Subdivision 4, clause (e)(2)(A).*

NOW THEREFORE, BE IT RESOLVED by the City that the TIF Plan for the TIF District is hereby amended to remove the described parcel and the City Administrator is authorized and directed to notify the County Auditor thereof pursuant to *Minnesota Statutes, Section 469.175, Subdivision 4, clause (e).*

ADOPTED: April 25, 2016

ATTEST:

_____ _____

Mayor City Administrator

(Seal)

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 26, 2016
Item Name:	Resolution Accepting Employee Resignation and Authorize Recruitment
Originating Department:	Administration
Presented by:	Angel Smith, Assistant City Administrator
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-83, Accepting Voluntary Resignation of Angie Perera, Assistant Planner/GIS Coordinator, and Authorizing Recruitment.

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

Angie Perera, Assistant Planner/GIS Coordinator, has submitted her voluntary resignation from employment with the City of Waconia to be effective April 22, 2016. Angie has worked with us since January 2012. We wish Angie well in her new endeavors.

Staff requests authorization to open the position, accept applications, and recommend appointment to the position. The Personnel Committee is recommending approval.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses**:**

Budget Information:

	Budgeted
	Non Budgeted
	Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
Parks and Recreation Board
Safari Island Advisory Board
Other **Personnel Committee Recommendation**

CITY OF WACONIA
RESOLUTION NO. 2016-83

RESOLUTION ACCEPTING
RESIGNATION AND AUTHORIZING RECRUITMENT

WHEREAS, The City has received the voluntary resignation of Angie Perera, Assistant Planner/GIS Coordinator; and

WHEREAS, the City has received the notice in accordance with its personnel policies to be effective April 22, 2016; and

NOW, THEREFORE, BE IT RESOLVED, that**,** the City Council hereby accepts the voluntary resignation of Angie Perera, and considers it to be in good standing and authorizes recruitment and replacement of this position.

Adopted by the City Council of the City of Waconia this 26th day of April, 2016.

_____
James P. Sanborn, Mayor

ATTEST:_____
Susan MH Arntz, City Administrator

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name:	Acceptance of Unclaimed Funds and Designation to Repayment of 2015A General Obligation Bonds
Originating Department:	Finance
Presented by:	Nicole Lueck
Previous Council Action (if any)**:**	Resolution 2015-189: Resolution Authorizing Contract with Legal Claimant Services for Unclaimed City Funds

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-84, Accepting Unclaimed Funds from Legal Claimant Services and Designating Funds to Debt Fund 305 for Repayment of General Obligation Bonds

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

In late 2015, the City received the unclaimed funds from Legal Claimant Services that they agreed to locate. It was found that the funds were with Principal Financial Group. A stock option was purchased with them in the 1980's and at some point had been written off when there was actually still value in the investment.

It was estimated that the City would recover about $110,100. The total cash payments received by the City are $85,250.50. It was agreed upon with Legal Claimant Services that they would be allowed to keep 20% of the total funds recovered. This means the total amount actually recovered from Principal Financial Group on behalf of the City was $102,301.

The City budgeted to use these funds to reduce the special debt levy for the bonds issued in relation to the 2015 infrastructure and Highway 5 improvements. All funds received from this contract were recorded in the City's debt fund 305 as of December 31, 2015.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: Debt Funds (305) – General Obligation Bonds for 2015 Infrastructure & Highway 5 Improvements

Budget Information:

X	Budgeted
	Non Budgeted
	Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
Parks and Recreation Board
Safari Island Advisory Board
Other

CITY OF WACONIA
RESOLUTION NO. 2016-84

RESOLUTION ACCEPTING UNCLAIMED FUNDS FROM LEGAL CLAIMANT SERVICES AND DESIGNATING FUNDS TO DEBT FUND 305 FOR REPAYMENT OF GENERAL OBLIGATION BONDS

WHEREAS, City staff received all the expected unclaimed funds from Legal Claimant Services in 2015; and

WHEREAS, the total funds recovered from Principal Financial Group were $102,301 with the City keeping 80% per the agreed upon contract; and

WHEREAS, the City recorded reimbursement revenue in Fund 305 totaling $85,250.50 as of December 31, 2015; and

WHEREAS, the funds are designated to be used for the repayment of the 2015A General Obligation Bonds that were issued for the 2015 infrastructure and Highway 5 improvements.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby accepts the unclaimed funds as revenue in Fund 305 and designates the funds for repayment of the City's debt obligations.

Adopted by the City Council of Waconia, Minnesota this 25th day of April, 2016.

_____
James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25th, 2016
Item Name:	Variance request by Ben and Lauren McQuillan to exceed the maximum impervious surface allowed in the Shoreland Overlay District and to allow for reduced side yard and rear yard setbacks for construction of a detached garage and driveway on the property located at 425 Lake Street West.
Originating Department:	Planning and Zoning
Presented by:	Angie Perera, Assistant Planner
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Resolution No. 2016 - 85 Approving the Variance Application to allow reduced setbacks and exceed the maximum impervious surface area requirements per City Ordinance allowing for the construction of a detached garage (accessory structure) on the property located at 425 Lake Street West.

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

BACKGROUND:
Applicant: Ben and Lauren McQuillan
Owner: Ben McQuillan
Address: 425 Lake St. W.
P.I.D. #: 750503320
Legal Description: Lot 18, Block 34, City Lots of Waconia
Zoning District: R-4, Mixed Residential District (Lot width of 55 ft. or greater) & Shoreland Overlay District
Comprehensive Plan Designation: L – Low Density Residential

REQUEST:
The City has received a Variance Application from Ben and Lauren McQuillan (the "applicants") to exceed the maximum impervious surface allowed in the Shoreland Overlay District and to allow for reduced side yard and rear yard setbacks for construction of a detached garage on the property located at 425 Lake Street West.

Variance Request:
The applicants are requesting approval of two variances:

1) To allow an approximate 30% hardcover/impervious surface area coverage (thereby exceeding the 25% maximum impervious surface area allowed in the Shoreland Overlay District); and
2) To allow an accessory structure (detached garage) and driveway (concrete apron) to be constructed in the rear yard of the property with reduced setbacks from the lot lines and alley with the following setbacks:
   - A setback of 2 ft. from the side/west lot line - versus the minimum 10 ft. setback requirement per City Code.
   - A setback of 4 ft. from the rear/south lot line - versus the minimum 10 ft. setback requirement per City Code.

APPLICABLE ORDINANCE PROVISIONS:

1) Section 900.04 – Definitions
2) Section 900.05 – District Regulations, Subd. 2.A – R-1, Single-Family Residential District
3) Section 900.06 – Supplementary Regulations, Subd. 1.C – Accessory Structures, Recreational Vehicles, and Other Matters
4) Section 900.06 – Supplementary Regulations, Subd. 7. Shoreland Overlay Regulations
5) Section 900.09 – Off-Street Parking, Loading, & Access Regulations, Subd. 3. Traffic Access Regulations
6) Section 900.12 – Administration, Enforcement and Procedures, Subd. 4 – Variances

DEFINITIONS:

1) Accessory Structure: A structure subordinate to, and serving the principal structure on the same lot and customarily incidental thereto.
2) Hardcover Surface (aka: Impervious Surface Area or ISA): Any structure or material that substantially reduces or prevents the infiltration of storm water into the ground including, but not limited to, buildings, other structures, and driveways and parking areas surfaced with any type of pavement or gravel.

PLANNING COMMISSION COMMENTS & PUBLIC HEARING:

The Planning Commission held a public hearing on 3/3/16, at which time they reviewed and discussed the requested variance for the proposed construction of a new, detached garage for the property located at 425 Lake St. W. The applicant received favorable support for the variance request from John Bartlett, property owner of 417 Lake St. W. (the applicant's immediate neighbor to the east) during the public hearing. The Planning Commission discussed the condition previously recommended by the Public Services Director and City Engineer, requiring a 10 ft. setback for the garage from the rear/south lot line of the property. The Planning Commission requested the Public Services Director and City Engineer review and provide feedback regarding the 4 ft. setback proposed by the applicant as their recommendation for a 10 ft. setback was in response to the applicant's original variance request indicating a 1 ft. setback from the rear and south lot lines. The Planning Commission also asked the applicant to seek feedback from the neighboring property owner to the west (at 433 Lake St. W.) since the proposed garage would be located 2 ft. from their shared lot line (City Code requires a minimum 10 ft. side yard setback).

Following the 3/3/16 public hearing and Planning Commission meeting, both the Public Services Director and City Engineer reviewed the request and have indicated that the proposed garage setback of 4 ft. from the rear/south lot line is not ideal but would be acceptable in terms of traffic movement and snow removal for this particular property. The applicant also revised the dimensions of the proposed garage based on discussions with their neighbor at 433 Lake St. W. The original and revised plans are attached with this staff report for reference. A summary of the proposed revisions are outlined below.

1. Footprint of the proposed garage is being reduced from 776 sq. ft. to 760 sq. ft.
2. Length of the proposed garage is being reduced from 39 ft. to 32 ft. (along the portion abutting the shared/west side lot line of the property).
3. Width of the proposed garage is being increased from 26 ft. to 28 ft. (along the portion of the garage that will abut the rear/south lot line of the property).
4. The concrete apron proposed on the south side of the proposed garage will also be extended along the revised width of the garage, thereby increasing the hardcover/impervious surface area of the apron by approximately an additional 8 sq. ft.
5. The revised design will also cause the need to shift the proposed grass paver parking area to the east side of the garage by approximately 2 ft.
6. The service door will be installed on the north side of the proposed garage (versus on the north east side as previously proposed).
7. Two garage doors (one 14 ft. wide, and one 9 ft. wide door) will be installed on the south side of the proposed garage (versus one 18 ft. wide by 8 ft. tall door as previously proposed).
8. Proposed garage will have the same reduced setbacks, building materials, color, and design, as originally proposed.

Variance Request:

The applicants are requesting approval of two variances:

3) To allow an approximate 30% hardcover/impervious surface area coverage (thereby exceeding the 25% maximum impervious surface area allowed in the Shoreland Overlay District); and
4) To allow an accessory structure (detached garage) and driveway (concrete apron) to be constructed in the rear yard of the property with reduced setbacks from the lot lines and alley with the following setbacks:
    - A setback of 2 ft. from the side/west lot line - versus the minimum 10 ft. setback requirement per City Code.
    - A setback of 4 ft. from the rear/south lot line - versus the minimum 10 ft. setback requirement per City Code.

VARIANCE REVIEW CRITERIA:

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

1) Is the variance in *harmony with* the purposes and intent of the ordinance?
2) Is the variance *consistent with* the *comprehensive plan*?
3) Does the proposal put property to use in a *reasonable manner*?
4) Are there *unique circumstances* to the property not created by the landowner?
5) Will the variance, if granted, alter the *essential character* of the locality?

State statute specifically notes that economic considerations alone cannot create practical difficulties. Whereas, practical difficulties exist only when the three statutory factors are met (1. reasonableness, 2. uniqueness, and 3. essential character).

STAFF'S ANALYSIS

In summary, it appears that there will be a net increase of an additional 2 sq. ft. of hardcover/impervious surface area for the revised garage plans in comparison to the original garage plans that were reviewed by the Planning Commission on 3/3/16. The revised total proposed hardcover/impervious surface area would be approximately 2,589sq. ft. (30% of the lot) versus 2,587 sq. ft. (29.98% of the lot) as previously proposed. Any approval of the application should be conditioned on the submittal of a revised certificate of survey consistent with the revised plans reviewed by the Planning Commission on 4/7/16 and shall indicate the updated garage dimensions, setbacks, impervious surface calcs, etc. prior to the issuance of a permit.

RECOMMENDATION:

The City Council should review the request for the afore-mentioned variances submitted by Ben and Lauren McQuillan based on the Variance Criteria stated above and make a motion to either approve or deny the request based on the variance review criteria.

If the City Council chooses to approve the reduced side and rear yard setbacks and impervious surface variances submitted by Ben and Lauren McQuillan for construction of a detached garage, both City staff and the Planning Commission would recommend the approval upon the following conditions:

1) The applicant shall be required to submit a revised certificate of survey to City staff for review and approval. Said certificate of survey shall include the exact proposed setbacks and the exact proposed hardcover/impervious surface area for the purposes of granting the requested variances. The revised survey shall be consistent with the revised plans as presented to the Planning Commission at their meeting on 4/7/16. No building permit shall be issued until the required survey has been submitted, reviewed, and approved by City staff.
2) The garage shall be constructed as proposed on the revised building and site plans and as conditionally revised by the City Council.
3) All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
4) The applicant should attempt to incorporate reuse or irrigation with the design of this project.
5) For maintenance purposes the proposed hard surface shall not consist of gravel or aggregate.
6) The windows and service door on the detached garage shall be required to match or be consistent with the principal structure.
7) The detached garage structure shall be setback a minimum of 4 ft. from the rear/south lot line of the property and a minimum of 2 ft. from the side lot line as indicated in the plans.

ATTACHMENTS:

Attach 1: Draft Resolution (2 pages)
Attach 2: Public Hearing Notice (1 page)
Attach 3: Public Hearing (Location) Map (1 page)
Attach 4: Variance Application (4 pages)
Attach 5: Applicant Letter dated 2/1/16, Project Overview (5 pages)
Attach 6: Photos of subject property (16 pages)
Attach 7: Original Site Drawings & Elevations (7 pages)
Attach 8: Applicant Letter dated 2/16/16 (1 page)
Attach 9: Original Certificate of Survey dated 02/02/16, prepared by Premier Land Surveying, LLC (1 page)
Attach 10: Original Site Plan (1 page)
Attach 11: Revised Site Plans & Photo (showing original & revised locations) (3 pages)
Attach 12: Comments from Jodi Henriksen dated 4/4/16 (neighbor at 433 Lake St. W.

FINANCIAL IMPLICATIONS:		***ADVISORY BOARD RECOMMENDATIONS:***	
Funding Sources & Uses:			
Budget Information:		Planning Commission	**Recommended Approval via a 3-0 vote on April 7th, 2016**
	Budgeted	Parks and Recreation Board	
	Non Budgeted	Safari Island Advisory Board	
	Amendment Required	Other	

CITY OF WACONIA

RESOLUTION NO. 2016-85

RESOLUTION APPROVING A VARIANCE TO EXCEED THE MAXIMUM IMPERVIOUS SURFACE AND ALLOW REDUCED SETBACKS FOR AN ACCESSORY STRUCTURE FOR BEN & LAURA MCQUILLAN FOR THE PROPERTY LOCATED AT 425 LAKE STREET WEST

WHEREAS, Ben and Laura McQuillan (the "**Applicants**") have submitted a Variance application to the City of Waconia (the "**City**") pursuant to Section 900.12, Subd. 4 of the Waconia City Code; and

WHEREAS, the subject parcel is described as: Lot 18, Block 34, City Lots of Waconia, Waconia, Carver County, Minnesota, and identified as PID# 75.0503320 (the **"Property"**); and

WHEREAS, the Applicant has requested a variance to locate a 760 sq. ft. detached garage, concrete driveway apron, and a grass paver parking area (the **"Improvements"**) in the rear yard of the "Property"; and

WHEREAS, the property is currently exceeds the maximum impervious surface area allowed and the existing accessory structure (detached garage) does not meet the minimum setback requirements allowed per City Ordinance; and

WHEREAS, the existing conditions were in place prior to the City adopting the current impervious surface and setback standards and therefore the existing conditions are considered a legal non-conforming condition; and

WHEREAS, the proposed Improvements will include an approximate 30% hardcover/impervious surface area coverage (thereby exceeding the 25% maximum impervious surface area allowed in the Shoreland Overlay District); and

WHEREAS, the proposed Improvements will also allow an accessory structure (detached garage) and driveway (concrete apron) to be constructed in the rear yard of the property with reduced setbacks from the lot lines and alley with the following setbacks: 1) A setback of 2 ft. from the side/west lot line - versus the minimum 10 ft. setback requirement per City Code. 2) A setback of 4 ft. from the rear/south lot line - versus the minimum 10 ft. setback requirement per City Code; and

WHEREAS, the City Council has reviewed the variance information provided in the staff report dated April 25th, 2016; and

WHEREAS, Section 900.12, Subd. 4 of the Waconia City Code and Section 462.357, Subd. 6 of the Minnesota Statutes provide specific criteria for the City Council to consider when either in approval or denial of a variance application; and

WHEREAS, the Planning Commission held a public hearing on March 3rd, 2016 and received all public comment; and

WHEREAS, the Planning Commission, at their regular meeting on April 7th, 2016, voted 3-0 to recommend approval of the variance requests to allow reduced setbacks and to exceed the maximum impervious surface area requirements to allow for the construction of a detached garage (accessory structure) and Improvements for the property located at 425 Lake Street West with the following conditions:

WHEREAS, the City Council further finds and concludes:

1) The applicant shall be required to submit a revised certificate of survey to city staff for review and approval. Said certificate of survey shall include the exact proposed setbacks and the exact proposed hardcover/impervious surface area for the purposes of granting the requested variances. The revised survey shall be consistent with the revised plans as presented to the Planning Commission at their meeting on 4/7/16. City staff shall not issue a building permit for said project until the final survey has been submitted, reviewed and approved by City staff.
2) The garage shall be constructed as proposed on the revised building and site plans and as conditionally revised by the City Council.
3) All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
4) The applicant should attempt to incorporate reuse or irrigation with the design of this project.
5) For maintenance purposes the proposed hard surface shall not consist of gravel or aggregate.
6) The windows and service door on the detached garage shall be required to match or be consistent with the principal structure.
7) The detached garage structure shall be setback a minimum of 4 ft. from the rear/south lot line of the property and a minimum of 2 ft. from the side lot line as indicated in the plans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Variance requests submitted by Ben and Laura McQuillan for a 760 sq. ft. detached garage, driveway, and other improvements within the rear yard of the property located at 425 Lake Street West based on the findings and conditions stated above.

Passed and adopted by the City Council of the City of Waconia this 25th day of April, 2016.

_____
James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

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 Thursday, March 3rd, 2016 at 6:30 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a Variance request by Ben and Lauren McQuillan to exceed the maximum impervious surface allowed in the Shoreland Overlay District and to allow for reduced side yard and rear yard setbacks for construction of a detached garage on the property located at 425 Lake Street West.

The applicants are requesting approval of a variance to exceed the 25 percent maximum impervious surface allowed in the Shoreland Overlay District and to allow construction of an accessory structure at a side yard setback of 2 ft. and a rear yard setback of 1 ft. versus the required 10 ft. setback for both the side yard and the rear yard in the R-4, Mixed Residential District.

Pertinent information pertaining to this request 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, March 3rd, 2016. 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: Lane L. Braaten, 201 South Vine Street, Waconia, MN 55387
Email: lbraaten@waconia.org

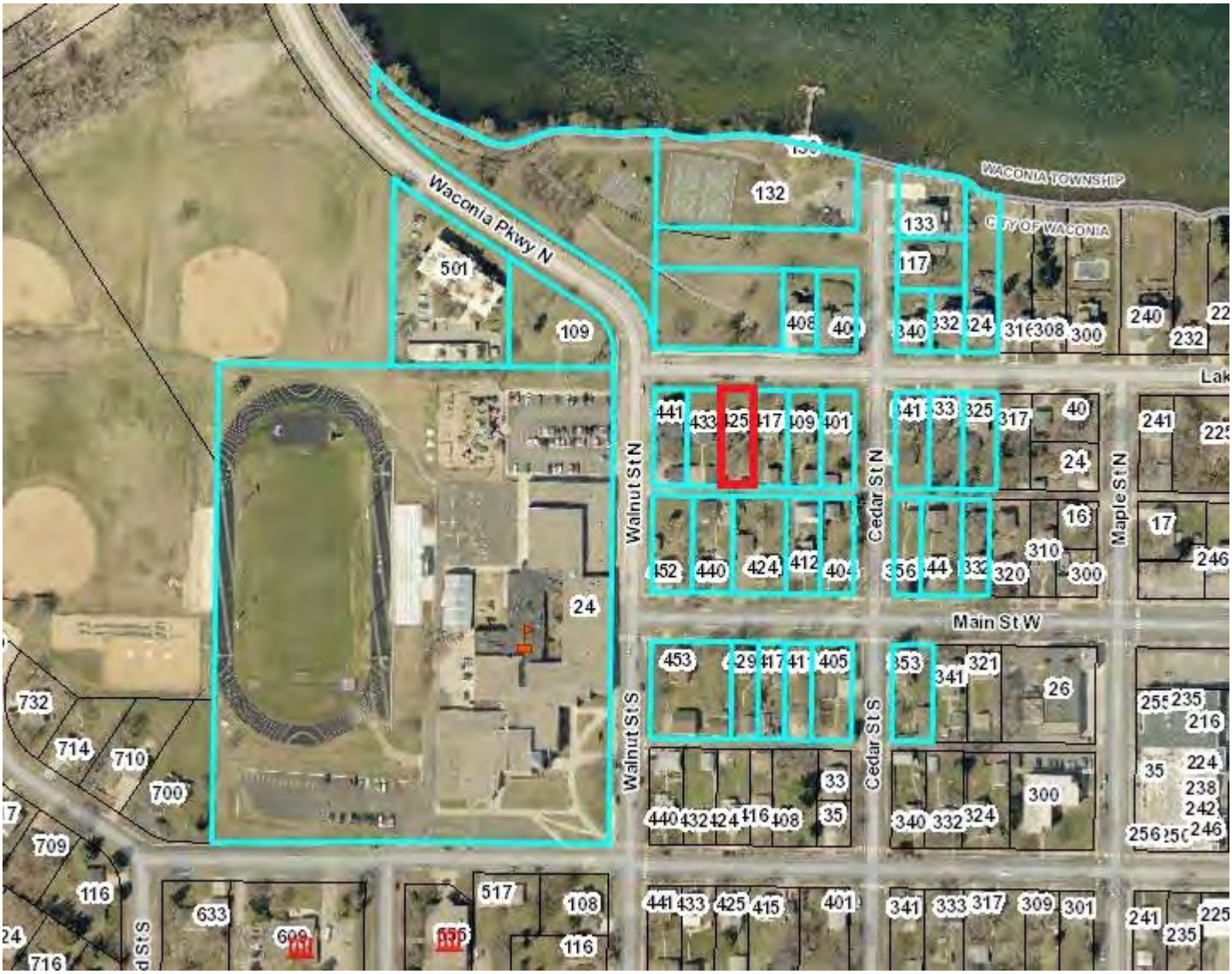
By: WACONIA PLANNING COMMISSION
ATTEST: Lane L. Braaten, Community Development Director

(Published in the February 18th, 2016 Waconia Patriot newspaper)

Public Hearing Notice Map

Subject Property: <u>425 Lake Street West</u>

This notification is being mailed to all properties within 350 ft. of the subject property pursuant to City Code Section 900.12, Subd. 4, B.
The location of the subject property is outlined in red on the aerial image below and the properties being notified are outlined in blue.



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

VARIANCE

APPLICANT INFORMATION

1. Owner's Name: BEN AND LAUREN MCQUILLAN
2. Address of Property: 425 W LAKE ST
3. X Legal Description: PID# 750503320 - Lot 18, Block 34 - City Lots of Waconia
4. Applicant's Name: BEN AND LAUREN MCQUILLAN
5. Mailing Address: 425 W LAKE ST
6. Daytime Phone(s): (612) 719-2407
7. Email Address: BENMCQ@MSN.COM

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

OFFICE USE ONLY

Date Received: 2-2-16

Fee: $ 125.00
Receipt #: 0238093

15 day Review date 2-17-16
60 day Review date 4-2-16
* 120 day Review date 6-1-16

PC mtg March 3rd — PC packet pickup date ≈ Feb 26
CC mtg March 21

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

VARIANCE APPLICATION

1. Present Zoning: _____

2. Existing use of Property: _____

3. Has request for a variance on this property been sought previously? If so, when?_____
_____
_____

IMPORTANT

Subd. 4. Variances

A. No variance shall be granted to allow a use not permitted under the terms of this Ordinance in the district involved. In granting a variance the Board may prescribe appropriate conditions in conformity with this Ordinance. When such conditions are made part of the terms under which the variance is granted, violation of the conditions is a violation of this Ordinance. A variance shall not be granted by the Board unless it conforms to the following standards:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and do not result from the actions of the petitioner.

2. Literal interpretation of the provisions of this Ordinance would deprive the petitioner of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same district.

4. The proposed variance will not impair an adequate supply of light and air to adjacent property, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, or welfare of the residents of the City.

5. FINANCIAL SAVINGS WILL NOT CONSTITUTE A HARDSHIP.

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

1. A letter from the applicant(s) which should address the following:

- Explain (in detail) the variance you are requesting (giving distances where appropriate).
- Conditions or peculiar difficulties to the structure or land, which makes a variance necessary.
- Why do you feel a variance should be granted in this instance?

2. Payment of application fee (**$125 residential; $275 non-residential**)
3. **Non-residential variance requests are required to submit an escrow payment in the amount of $1,000.00.**

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

4. Scaled site plan with north arrow indicating existing structures and proposed additions or modification to structures.

5. Show all distances of buildings and structures from property lines.

6. Show any unique features to property associated with variance request (i.e. trees, ravines, steep slopes, etc.).

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

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

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

Applicant's Signature: _____ Date: FEB. 1, 2016

Printed Name: BEN McQUILLAN

SUPPLEMENTAL INFORMATION FOR VARIANCE APPLICATIONS

Variance Review Critera: The Minnesota State Statute, the Waconia City Code and the Waconia Comprehensive Plan are taken into consideration when reviewing variance requests.

Minnesota State Stautue Section 462.357, Subd. 6 provides:

a. Variances shall only be permitted (a) when they are in harmony with the general purposes and intent of the ordinance and (b) when the variances are consistent with the comprehensive plan; and

b. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality; and

Waconia City Code Section 900.12, Subd. 4 permits variances provided certain standards are met; and therefore the following five findings of fact will be reviewed in considering variance requests.

The applicant shall be required to provide a narrative response to each of the following statements listed below, that shall be attached and/or included with the application upon submittal for review and consideration.

1) **Is the variance in harmony with the purposes and intent of the ordinance?**

2) **Is the variance consistent with the comprehensive plan?**

3) **Does the proposal put property to use in a reasonable manner?**

4) **Are there unique circumstances to the property not created by the landowner?**

5) **Will the variance, if granted, alter the essential character of the locality?**

Ben & Lauren McQuillan
425 W Lake St
Waconia, MN 55387
(612)719-2407
benmcq@msn.com

February 1, 2016

Dear City of Waconia Planning Commission and Department Staff:

Thank you for reviewing our request for variances on a proposed garage replacement. This is a project we are very excited about and, with a growing family, hope to be able to move forward with this summer. We purchased this home in 2011 and have since been continuously making much-needed improvements inside and out. We're now at the point where our small garage no longer meets our vehicle and other outdoor storage needs and have been trying to find a replacement solution in harmony with our goals, our neighbors' input, and the city's needs and we feel the proposed work to our lot and new garage reflect a strong commitment to this approach.

The improvements we're planning seek to improve all aspects of our property; environmental and watershed concerns, property value, neighborhood appeal, usability, and safety. As residents of downtown and frequent users of the lake, we're committed to making these improvements with the city's main recreation attraction close in mind. We also have, and wish to continue to have great relationships with all of our neighbors. As long-term future residents, we are happy to address all concerns expressed by any affected neighbors and will work together with them and the Commission to modify our plans if necessary. Thank you very much for your time and consideration.

Sincerely,

Ben and Lauren McQuillan

Project Overview

- Excavation
  - Remove slab from existing single-car garage
  - Re-grade alley side of yard to improve drainage near foundation
  - Prep and install new garage footings and slab, including 1' apron from garage door to alley
- Electrical
  - Current service is overhead from the alley to the house, will be changed
  - Bring main service down from pole in alley into garage panel & install meter
  - Trench service from garage to house panel underground
  - Include in trench a 2" pipe for future wire fishing
- Framing
  - Walls will be 2x6 and 9' high
  - New garage roof will be 17' height at the peak
- Roofing
  - 12" overhangs on all roof edges
  - Plan to use gray architectural asphalt shingles
- Siding
  - LP SmartSide to match the house
  - Nightview blue siding with White trim
- Garage Door
  - Will have (1) 18' x 8' door
- Pending Variance Requests from City
  - Square foot proportion limitation
  - Lot setbacks

Brief scope of the project

1) Remove existing detached single-car garage. Currently located with non-conforming zero setback from the alley and non-conforming zero setback from the neighboring lot line.
2) Remove all concrete sidewalks and patio on property.
3) Build new, detached 3-car garage.
4) Install new permeable landscape materials where needed. Reduce current impervious proportion from 34% to 26%.
5) Upgrade associated systems and materials to modern standards.

Variances Requested for new garage construction

1) 10' setback from neighboring lot to the west.
   a. Requesting 2' setback from west lot line.
2) 10' setback from gravel alley to the south.
   a. Requesting 1' setback from alley lot line.
3) 25% impermeable lot proportion.
   a. Requesting 1% overage to be mitigated with permeable landscape materials and improved roof-surface water collection.

Application Supplemental Information Questions

1) Is the variance in harmony with the purposes and intent of the ordinance?
   a. Yes, a garage is an allowed use of a residential city lot.
2) Is the variance consistent with the comprehensive plan?
   a. Yes, there are no changes proposed for the use of the lot.
3) Does the proposal put property to use in a reasonable manner?
   a. Yes, the use and need for the size and location of this garage is reasonable. It will be similar in size to many others in the area.
4) Are there unique circumstances to the property not created by the landowner?
   a. Yes, we purchased this home as-is with a non-conforming impervious lot proportion and non-conforming setbacks on existing garage location. The layout of the lot is also restrictive, half of it being too steep to build on.
5) Will the variance, if granted, alter the essential character of the locality?
   a. No, this garage will fit in well with our home, lot, and neighborhood. Removing our existing garage and replacing with a new garage will only improve the local character.

Supporting Information

<u>25% impermeable lot overage</u>
We understand and appreciate the concern for water quality in and around Lake Waconia. With this construction, we plan to keep our combined home and garage footprint within the 25% limitation. We will, however, exceed this limitation when considering a sidewalk at the rear of the house and the garage door apron.

To mitigate this concern, we plan to install a sidewalk made of permeable stone pavers (from Azek building products), which will total approximately 150 sqft. The garage door apron will be concrete, 26 sqft and sloped into the gravel alley. The combined surface area of the sidewalk (permeable) and garage apron will total just 2%. Guest parking for 3 additional vehicles will be provided along the entire span of the gravel alley on the south end of our lot next to the garage. This area will consist of a crushed rock base, NDS Tufftrack grass pavers with sod installed on top to allow for absorption and drainage while maximizing the open, green feel and usability of the grass yard. These underlayment style pavers are rated to support heavy-duty trucks.

Azek Permeable Paver

NDS Tufftrack

While this request will push the 25% limit, it will actually allow for a substantial reduction in impermeable surface on our property. Because our current garage, patio and driveway are non-conforming, and sidewalks are standard concrete and gravel, our current impermeable surface lot proportion totals 34%. By cleaning up the design of and using environmentally friendly landscaping materials, we'll bring this effective proportion back down within the acceptable 25% range between the house and garage plus the additional 2% for permeable paver sidewalks.

We understand that maintenance and upkeep of permeable pavers is a concern. We will follow the manufacturer's recommendations for preventive maintenance and repair of these sections. Because these paver sidewalks account for very small areas on our lot and we do not currently use any chemicals, fertilizers, or salt, this should not be an issue.

In addition to the landscaping materials we will be installing gutters along the garage roof and new gutters on our house roof. Rainwater will be collected in rain barrels to further reduce concerns about soil erosion and chemical run-off. Initially, all drainage from our garage and the east-side eave of our adjoining neighbor's garage will be collected in rain barrels. When we resurface the roof on our house next year, we will install new gutters and rain barrels to collect that drainage as well.

Algreen Rain Barrel

<u>Placement on/near lot lines</u>

Our existing garage is located on the east lot line and the edge of the lot adjoining the alley. I understand the need for setbacks for primary access roads, but in some cases this forces a new building to substantially limit the usability of an already small back yard. We would like to build this new garage on the opposite (west) lot line and come in 1' from the alley to alleviate some maneuvering space concerns and be on the same line as the adjoining neighbor's garage (1' setback from alley/lot line). Because half of our lot is a steep hill, we are limited to just the other half when planning for this garage or any additional storage options. This corner location will help us maximize both our garage space and our lot.

Our neighbors to the west currently have a garage located both on our shared lot line and on the edge of their lot adjoining the alley. Their garage roof overhang unfortunately extends as much as 8" into our property. We would like to build next to their garage in order to leave the southeast corner of our lot open and useable. The new garage foundation would be set back 2' from the lot line allowing for its overhangs as well as those of the neighbor's garage. We would also like to keep the new garage as close to the alley as possible. Many garages and other structures in the downtown area are situated along the

lot line at the alley. Moving ours back (north) ' would allow for adequate vehicle access, maneuverability, and snow removal.

This corner location and L-shaped design is entirely intended to allow for ample storage room while preserving what precious open yard space we can on our small city lot.

Area between proposed garage and west neighbor's garage

The area between our proposed garage and that of our neighbor to the west will be approximately 3'. We plan to install a gutter on the east eave of their garage and have it drain into a rain barrel (they have a small garden on the north wall of their garage) at our expense to all but eliminate water saturation in that soil. There are also a few bushes along that lot line that we will remove at our expense prior to construction. Finally, we will provide continuing maintenance by mowing grass and shoveling snow as needed.

Safety

With a new garage we will also be able to affordably incorporate several safety improvements. The most significant is transition from overhead electrical service to underground. If placed in the southwest cornier of our lot, a new garage will be located immediately next to the main power pole, which will provide service directly into the garage and then trenched into our house. Just this past summer, that pole snapped in a storm and fell onto our neighbors' garage roof while the live cables lay across our yard. Fortunately, the fire department and Xcel Energy were able to secure the hazard before any kids got too close.

Design and materials

The design of the garage will be traditional and consistent with that the house. Last year we installed new siding on the house (LP SmartSide, dark blue, 7" lap) and several new windows. The garage will be finished to match. The roof will be finished with gray architectural asphalt shingles. Our house currently has green shingles but in 2017 will be re-shingled to match the garage. We will install an architectural/designer garage door, cedar-tone in color to enhance the visual appeal from the alley.

Character and property value

We're excited to be planning this significant improvement and investment in our property and hope to gain approval for these variances. Our existing garage is an eyesore and does not fit the current or future needs of a family. The character and charm of Waconia, particularly downtown, is what drew our family to live here. As a downtown commercial property owner I truly appreciate the City's efforts to preserve that character and hope to contribute with this investment.

We feel that this will undoubtedly increase the appeal and value of our property as well as the others on our block. A bigger garage would allow us to finally park our vehicles inside as well as other recreational vehicles, kids' toys, outdoor furniture and grill, etc. to improve the appearance of the neighborhood. Security is another concern, as we know there are occasional vehicle break-ins around town during the summer months. We also don't want to consider additional storage by adding a shed or uncovered space next to our garage for aesthetic reasons.

Supporting Photos

Existing garage to be removed, looking southeast. Area under existing garage and impervious patio to be replaced with NDS Tufftrack grass pavers.

Existing garage to be removed, looking northeast

Existing garage to be removed, looking northwest

View of lot from house, looking south

View of west lot line, looking southwest

View of east lot line, looking southeast

Current impervious patio and sidewalk to be removed

Current concrete work in disrepair, to be downsized and replaced with Azek permeable pavers

View along alley lot line, looking west

View along alley lot line, looking east

Proposed new garage outline, looking northeast

Proposed new garage outline, looking north

Proposed new garage outline, looking northwest

Proposed new garage outline, looking southwest

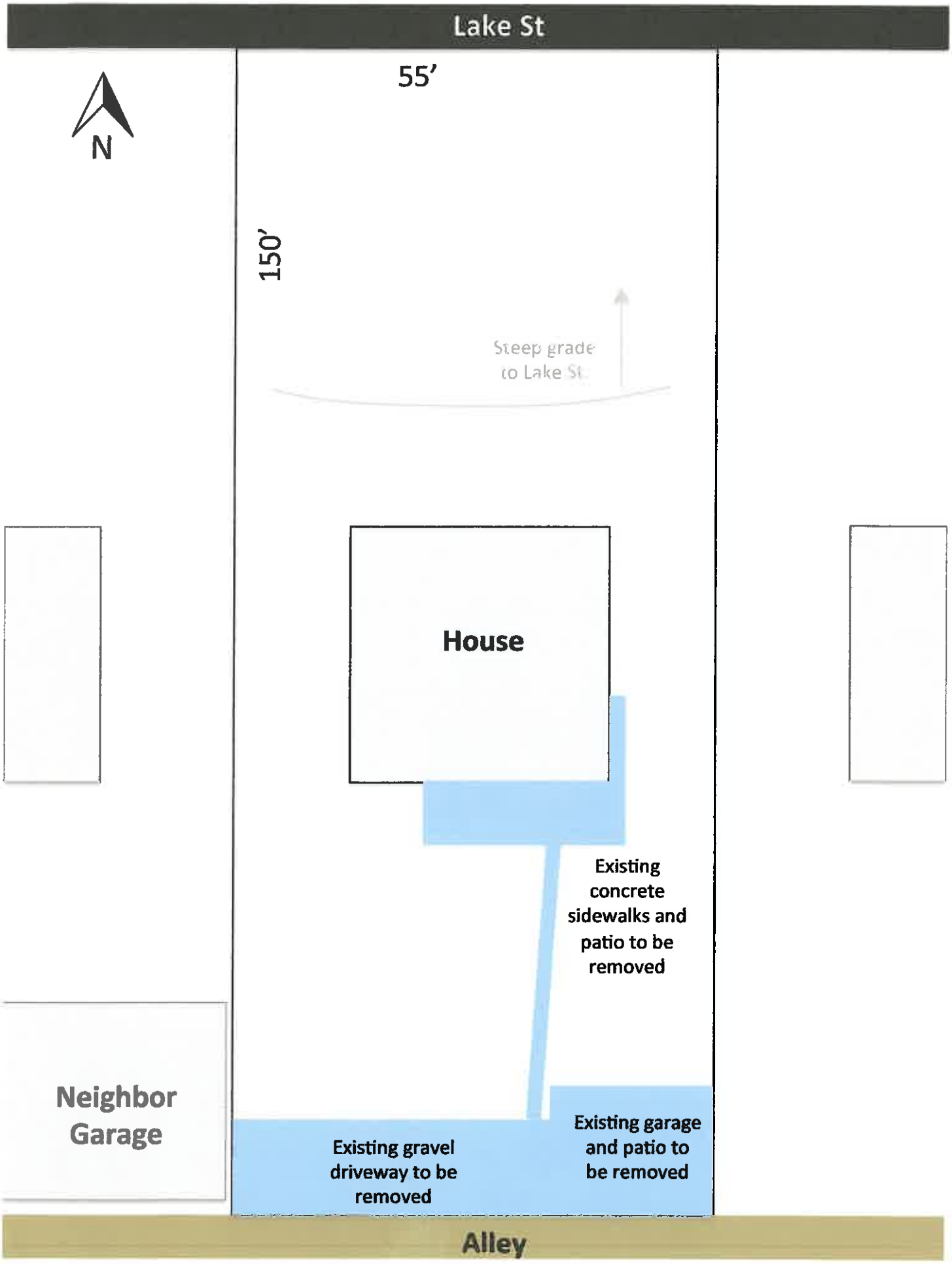
Proposed new garage outline, looking west

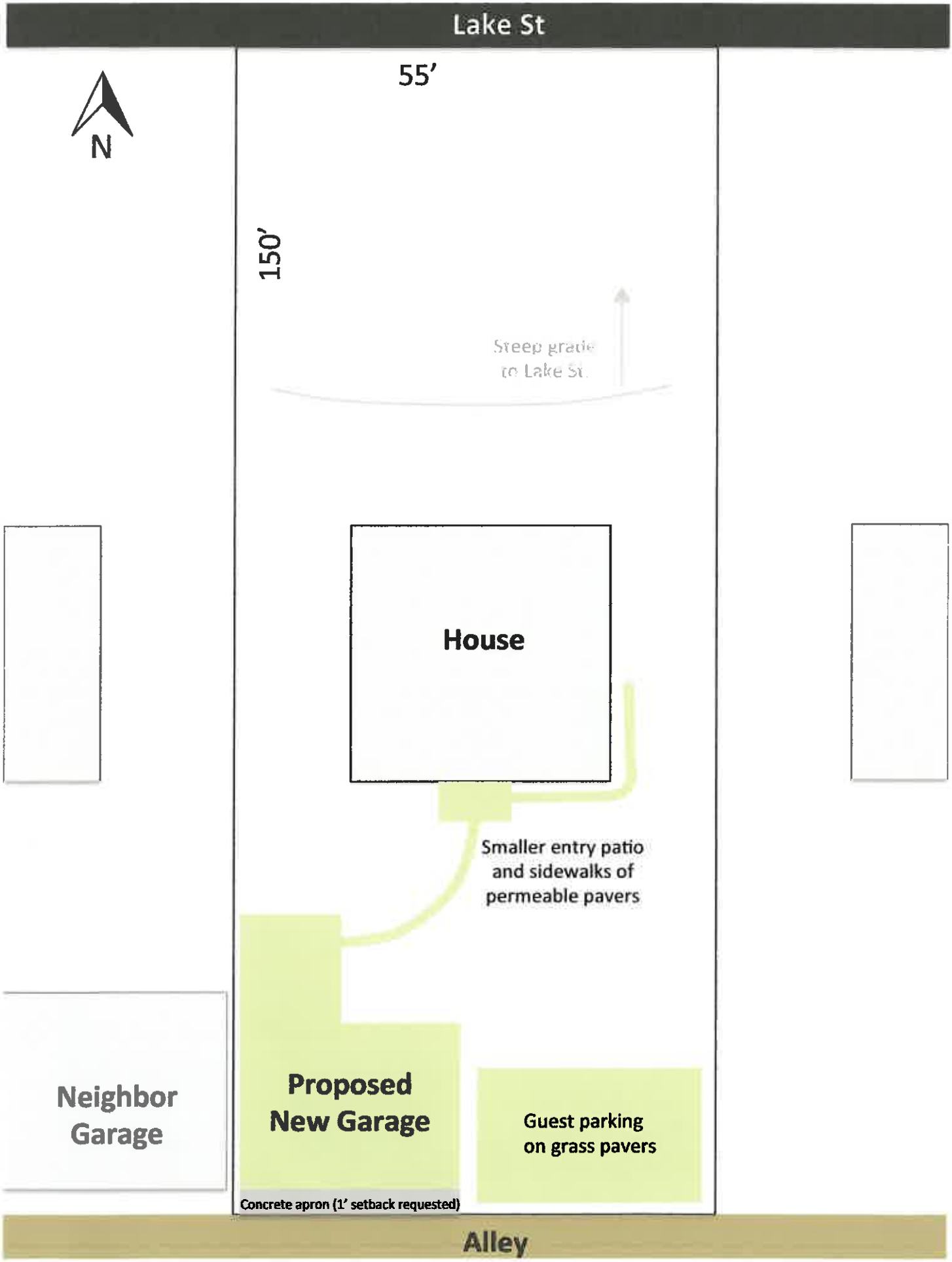
Proposed new garage outline, looking southwest

Proposed new garage outline, looking south

Proposed new garage outline, looking southeast

View of house showing style, siding and trim to match proposed garage


Lake St
55'
N
150'
Steep grade
to Lake St
House
Existing
concrete
sidewalks and
patio to be
removed
Neighbor
Garage
Existing garage
and patio to
be removed
Existing gravel
driveway to be
removed
Alley

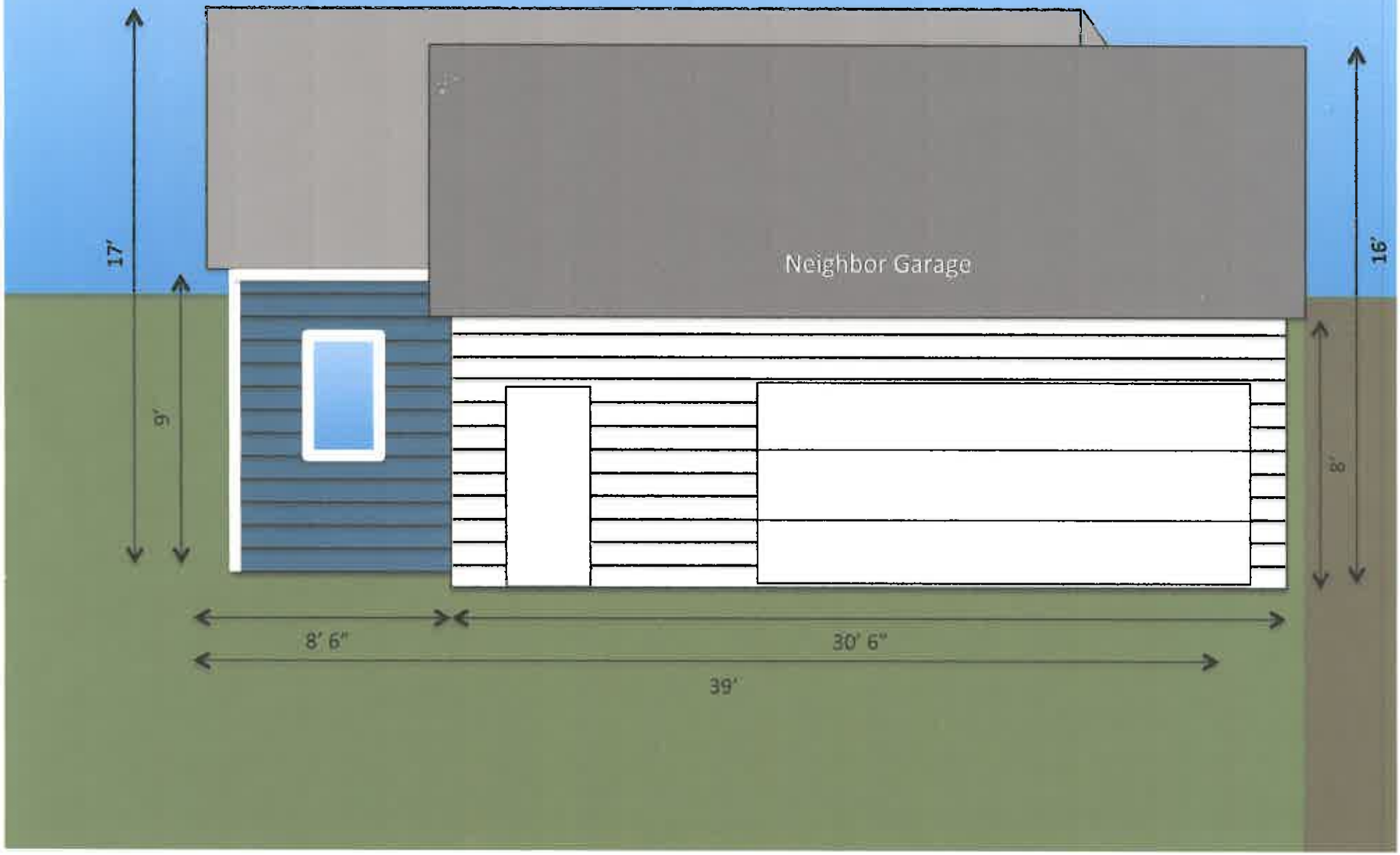

Lake St
55'
N
150'
Steep grade
to Lake St
House
Smaller entry patio
and sidewalks of
permeable pavers
Neighbor
Garage
Proposed
New Garage
Guest parking
on grass pavers
Concrete apron (1' setback requested)
Alley

NORTH ELEVATION
View from house, looking south
17'
9'
17'
14'
12'
26'

SOUTH ELEVATION
View from alley, looking north
17'
9'
26'
Guest
Parking

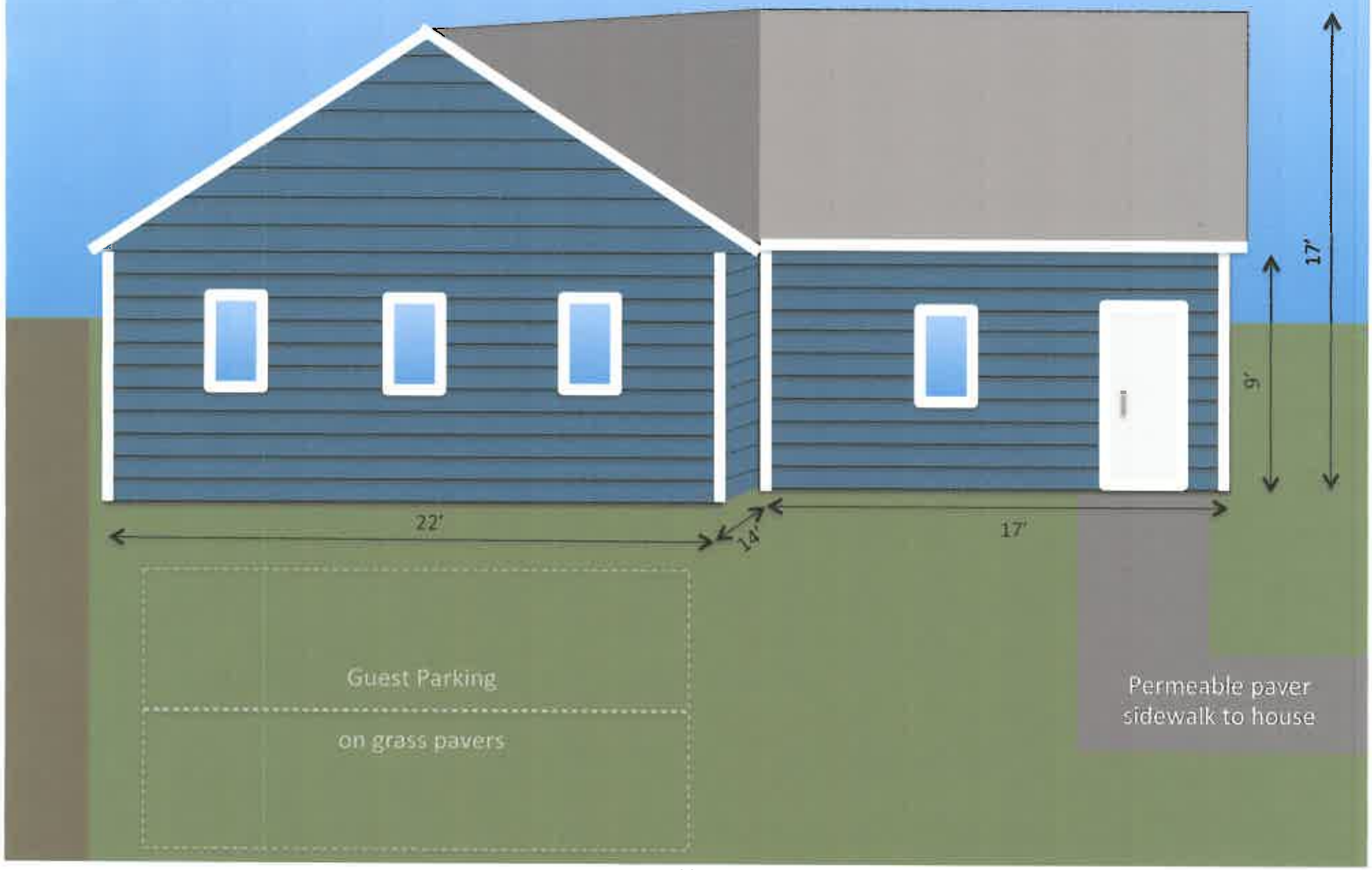
WEST ELEVATION

View from west neighbor, looking east



EAST ELEVATION

View from east neighbor, looking west



City of Waconia Review #1
February 16th, 2016
425 Lake Street West - Variance
Ben & Lauren McQuillan

This review is based on City staff's initial review of the Variance information submitted on 02/02/16 and the Certificate of Survey dated 02/02/16.

General Comments

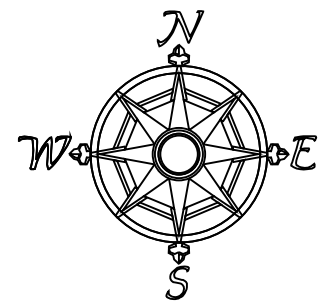
1. Permeable pavers typically result in a 25% to 50% credit when calculating impervious surface areas when they have an adequate outlet. The proposed plan does not have a suitable outlet and therefore no credit is recommended. The topography of the area makes an outlet difficult. Reuse or irrigation could be considered which would result in a partial credit.
2. For maintenance purposes the proposed hard surface is recommended to not consist of gravel or aggregate material.
3. The proposed 1' setback to the south (towards the alley) is not recommended. Assuming the garage doors face south the turning movement from a 16-foot wide alley into the garage is problematic. Also, the alley snow removal operations would push snow either into the garage or up against the garage door. The 10-foot setback width should be maintained or the site should be modified for the garage doors to face to the east.

Certificate of Survey

4. The survey should include a revised table indicating the existing hardcover/impervious surface on the subject parcel.
5. The survey should also include a second table showing the proposed hardcover/impervious surface on the subject property. This calculation, in addition to the current improvements shown, should indicate the proposed entry patio, sidewalks and guest parking area as the City Engineer has indicated that the plan does not have a suitable outlet and therefore no credit is recommended.
6. The proposed parking area shall be setback a minimum of 5 ft. from the side lot line. This should be reflected on the Certificate of Survey.
7. The proposed driveway should be indicated on the survey.
8. Based on a review of the aerial imagery for the parcel there appears to be either a front patio or deck that is not shown on the survey. Please update the survey to indicate said improvement and include in impervious/hardcover calculations if applicable.

Certificate of Survey

~ for ~ Ben & Lauren McQuillan
425 W. Lake St
Waconia, MN 55387



DESCRIPTION OF PROPERTY:

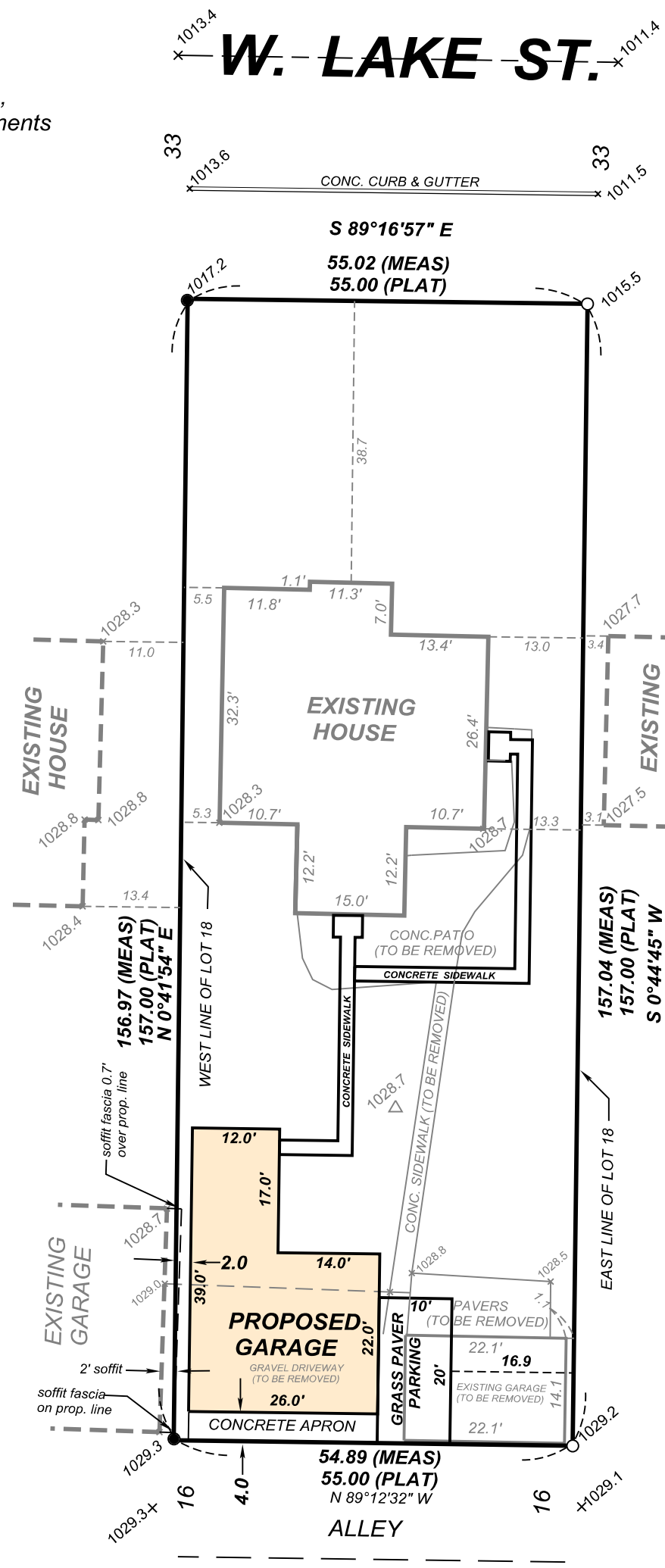
Lot 18, Block 34, CITY LOTS OF WACONIA, Carver County, Minnesota. Subject to easements of record.

EXISTING IMPERVIOUS SURFACE CALCS. :

Lot Area:	8628 s.f.
Existing House:	1294 s.f.
Existing Garage:	312 s.f.
Existing Concrete	506 s.f
Existing Pavers:	153 s.f
Existing Gravel	661 s.f
Total Impervious:	2926 s.f.
Impervious % :	33.91%

PROPOSED IMPERVIOUS SURFACE CALCS. :

Lot Area:	8628 s.f.
Existing House:	1294 s.f.
Proposed Garage:	776 s.f.
Prop. Conc. Apron:	104 s.f
Prop. Conc. Sidewalk:	213 s.f
Grass Paver Parking:	200 s.f
Total Impervious:	2587 s.f.
Impervious % :	29.98%



LEGEND	
×	Spot Elevation
●	Found Iron Monument
○	Set 1/2" X 14" Iron Pipe
△	Survey Control Point

ORIGINAL REQUEST - 3/3/16
Planning Commission meeting

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

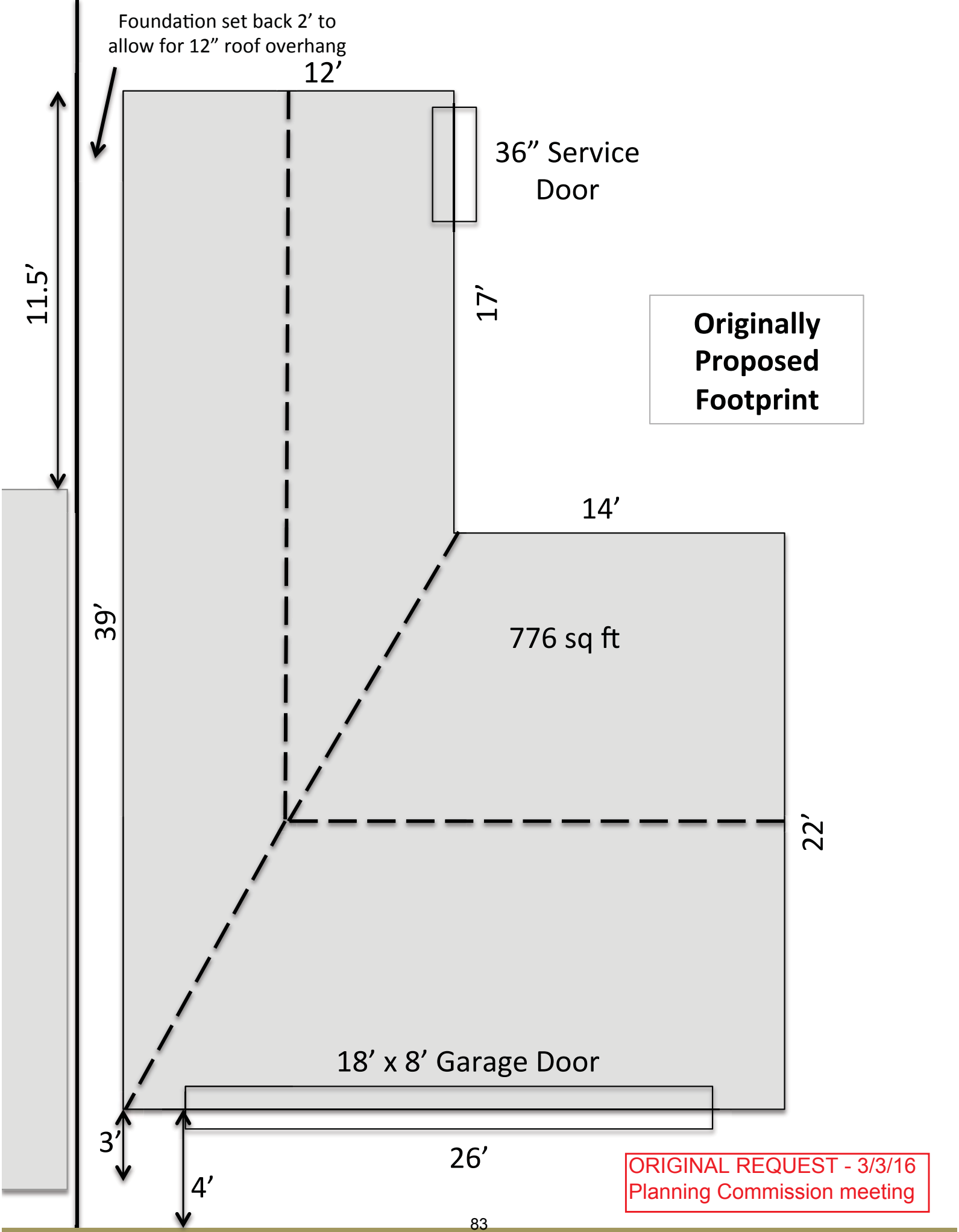
REVISED: 02/25/16 - GARAGE, SIDEWALK APRON, GRASS PAVERS, IMPERVIOUS SURFACE CALCS.

PREMIER LAND SURVEYING, LLC

Steven V. Ische — *License No.* 22703 — *Date* 02/02/16

PROJ. NO.: 1372-00
BOOK 8, PAGE 10

952-443-3010

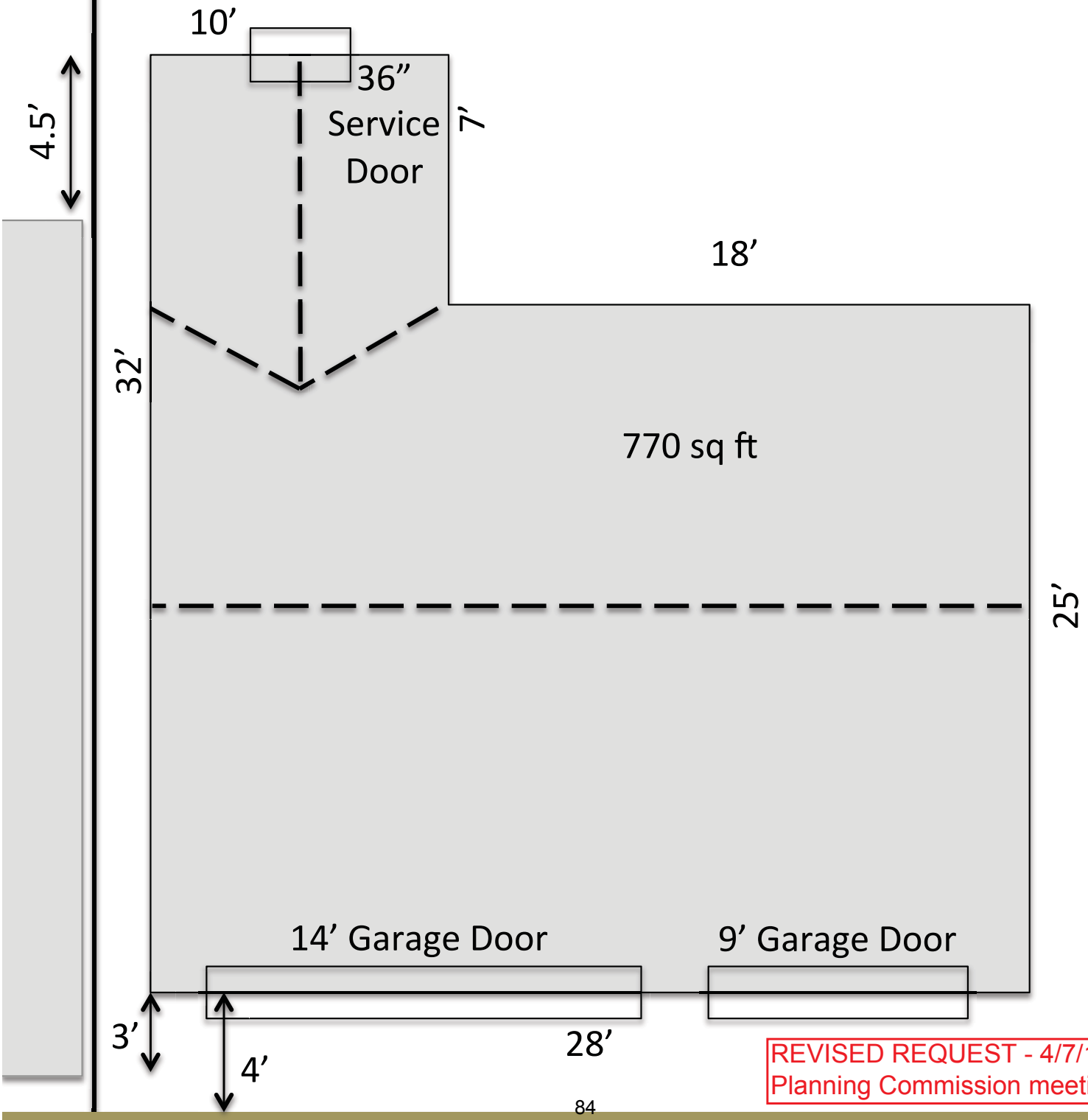

Foundation set back 2' to allow for 12" roof overhang
12'
36" Service Door
11.5'
17'
Originally Proposed Footprint
14'
39'
776 sq ft
22'
18' x 8' Garage Door
3'
26'
4'
ORIGINAL REQUEST - 3/3/16 Planning Commission meeting

This revised footprint adjusts for west neighbor concerns about overlap

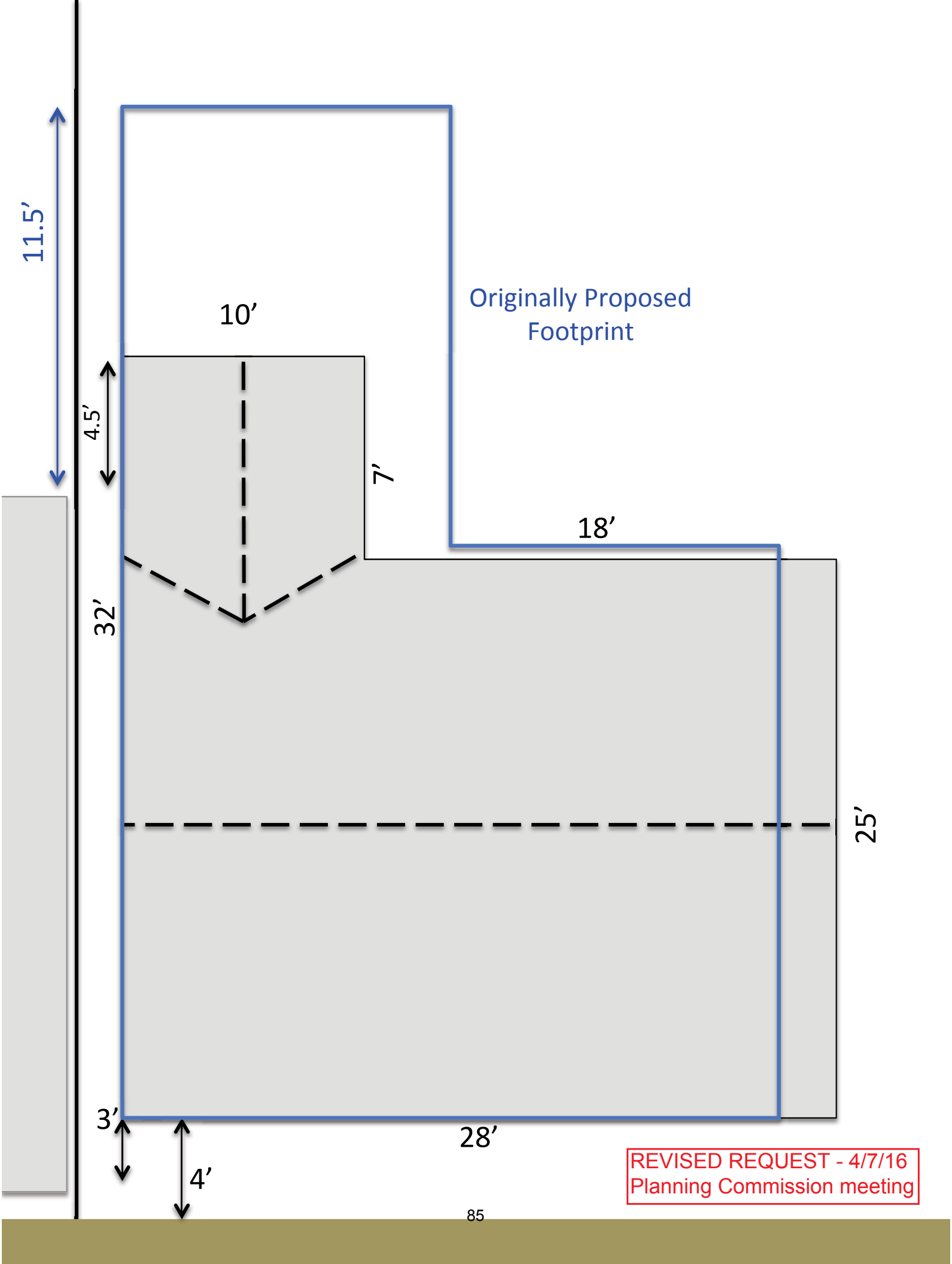
- Previously 11.5', will now extend 4.5' beyond neighbor's garage to the north.

<u>Impact to impervious proportion due to change:</u>

- Total garage area reduced by 6 sqft
- Apron (driveway) to alley widened by 2'
  - Additional 2 sqft impervious (0.02%), essentially unchanged from original proposal



REVISED REQUEST - 4/7/16
Planning Commission meeting


11.5’
10’
Originally Proposed
Footprint
4.5’
7’
18’
32’
25’
3’
28’
4’
REVISED REQUEST - 4/7/16
Planning Commission meeting

REVISED REQUEST - 4/7/16
Planning Commission meeting

Angie Perera

From: Jodi Henriksen <jodihenriksen@gmail.com>
Sent: Monday, April 04, 2016 2:15 PM
To: Angie Perera
Subject: Proposed construction Lake Street

Angie,

My name is Jodi Henriksen. I reside at 433 West Lake Street in Waconia. My neighbors, Ben and Lauren McQuillan are proposing a garage construction on their property. I approve of their garage plan. If you have any questions, please feel free to call ne directly at 941-412-7153.

Jodi Henriksen

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25th, 2016					
Item Name:	Crosswinds 2nd Addition Final Plat Application – Mattamy Homes					
Presented by:	Lane L. Braaten, Community Development Director					
Previous Council Action (if any)**:**	Crosswinds Preliminary Plat Approval – August 18th, 2014					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-87 Approving the Crosswinds 2nd Addition Final Plat Application Submitted by Mattamy Homes for the Development of Forty-Three (43) Single-Family Lots and One (1) Outlot with the Findings and Conditions Stated.

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

BACKGROUND/REQUEST

Applicant: Mattamy Homes
Owner: Mattamy (Minneapolis) Ptrshp
Property Address: 1300 Pinehill Blvd.
P.I.D. #: 751300580
Legal Description: Outlot E, Crosswinds, Waconia, Carver County, Minnesota
Zoning Districts: R-1, Single-Family Residential – Planned Unit Development (PUD)

Attached is application material pertaining to the Crosswinds 2nd Addition Final Plat as proposed by Mattamy Homes. The proposed final plat is consistent with the Crosswinds Preliminary Plat which was approved by the City Council via Resolution No. 2014-190 on August 18th, 2014. The Crosswinds Preliminary Plat included the development of a total of ninety-six (96) single-family lots. The Crosswinds Final Plat included the development of fifty-three (53) single-family lots and Mattamy Homes is proposing the platting of the final forty-three (43) single-family parcels in the Crosswinds 2nd Addition.

The Crosswinds 2nd Addition Final Plat consists of the following:

1. Forty-three (43) single-family home lots and one (1) outlot.
2. Reduced lot sizing of 9,425 square feet min., reduced lot width of 65 feet min. and reduced side yard setback requirements of 5 ft. min. on one side and 10 ft. min. on the other for new home construction within the R-1, Single Family Residential district will be allowed, which is consistent with the PUD zoning approval requested at the time of preliminary plat.
3. The proposed street and lot configuration are consistent with the approved Crosswinds Preliminary Plat considered by the City Council on August 18th, 2014.
4. The Bolton and Menk email dated April 20th, 2016 is attached. Approval is recommended subject to compliance with the comments provided by Jake Saulsbury, City Engineer.
5. Final Plat approval will be subject to the City and Mattamy Homes entering into a Developer's Agreement whereby letters of credit to insure public infrastructure construction, approved construction plans, inspections, etc. will be addressed. A copy of the draft Developers Agreement is a separate item on this evening's City Council agenda.

CONCLUSION / RECOMMENDATION

Staff recommends approval of the Crosswinds 2nd Addition Final Plat, subject to findings/conditions stated in the resolution.

ATTACHMENTS:

Attachment 1: Draft Resolution of Approval (1 page)
Attachment 2: Location Map (1 page)
Attachment 3: Crosswinds Preliminary Plat (1 page)
Attachment 4: Crosswinds 2nd Addition Final Plat (1 pages)
Attachment 5: Construction Plans prepared by Carlson McCain (2 pages)
Attachment 6: Bolton & Menk email dated April 20th, 2016 from Jake Saulsbury, City Engineer (1 page)

FINANCIAL IMPLICATIONS:		***ADVISORY BOARD RECOMMENDATIONS:***	
Funding Sources & Uses:			
Budget Information:		Planning Commission	**N/A**
	Budgeted	Parks and Recreation Board	
	Non Budgeted	Safari Island Advisory Board	
	Amendment Required	Other	

CITY OF WACONIA
RESOLUTION NO. 2016-87

RESOLUTION APPROVING CROSSWINDS 2ND ADDITION FINAL PLAT BY MATTAMY HOMES

WHEREAS, Mattamy Homes (the "Applicant") has submitted a final plat application for the Crosswinds 2nd Addition residential development consisting of forty-three (43), single-family home lots and one (1) outlot pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

WHEREAS, the property is legally described as Outlot E, Crosswinds, Waconia, Carver County, Minnesota; and

WHEREAS, the Crosswinds 2nd Addition Final Plat is consistent with the Crosswinds Preliminary Plat approved by the City Council on August 18th, 2014 per Resolution No. 2014-190; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the Crosswinds 2nd Addition Final Plat consisting of forty-three (43) single-family lots and one (1) outlot subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for the Crosswinds Preliminary Plat as stated in Resolution No. 2014-190.
3. Compliance with the items noted in the Bolton & Menk email from Jake Saulsbury, City Engineer, dated April 20th, 2016.
4. Execution of a Developer's Agreement for the Final Plat.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the Final Plat for the Crosswinds 2nd Addition residential development subject to the conditions noted above.

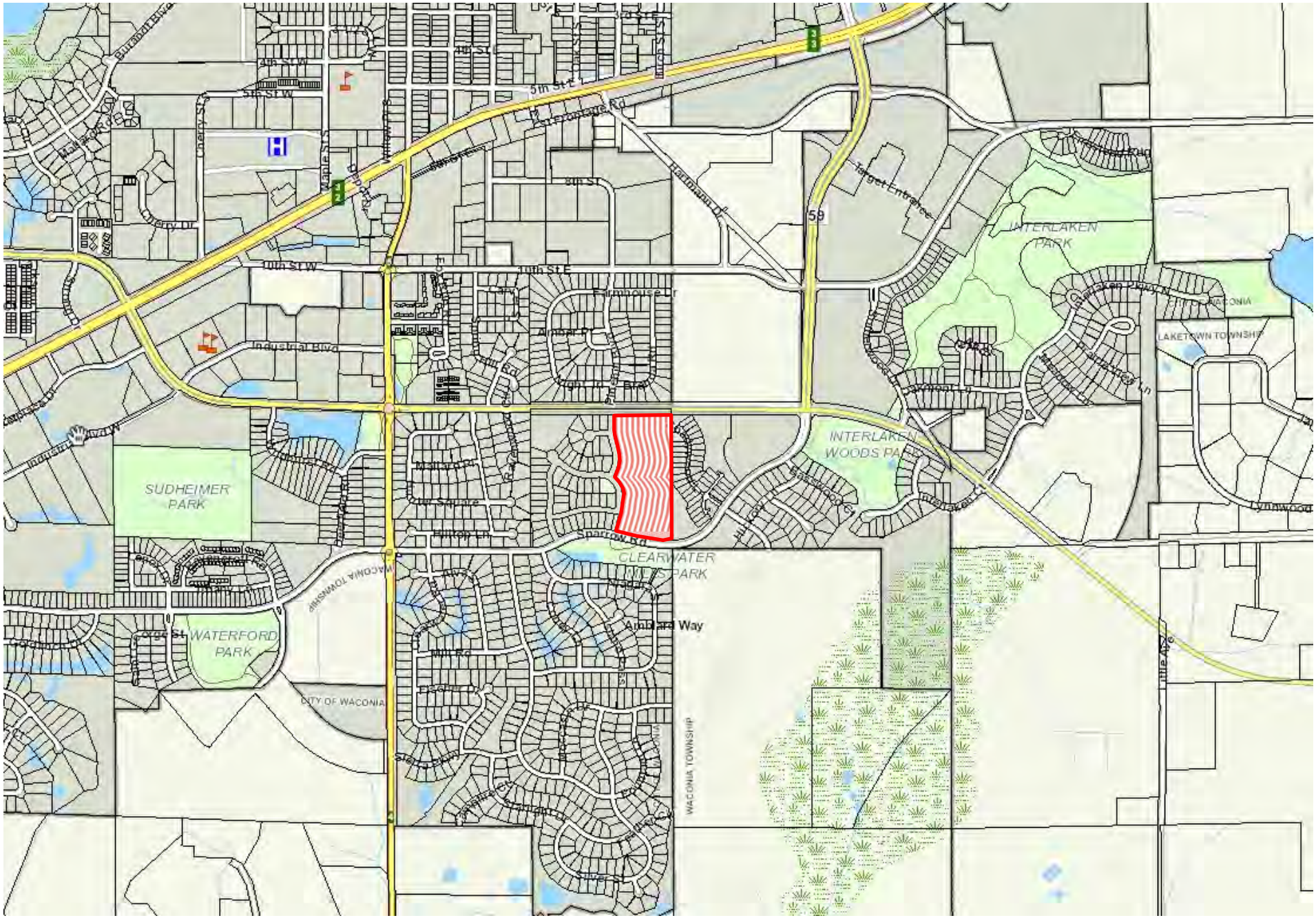
Adopted by the City Council of the City of Waconia this 25th day of April, 2016.

_____
James P. Sanborn, Mayor

Attest: _____
Susan MH Arntz, City Administrator

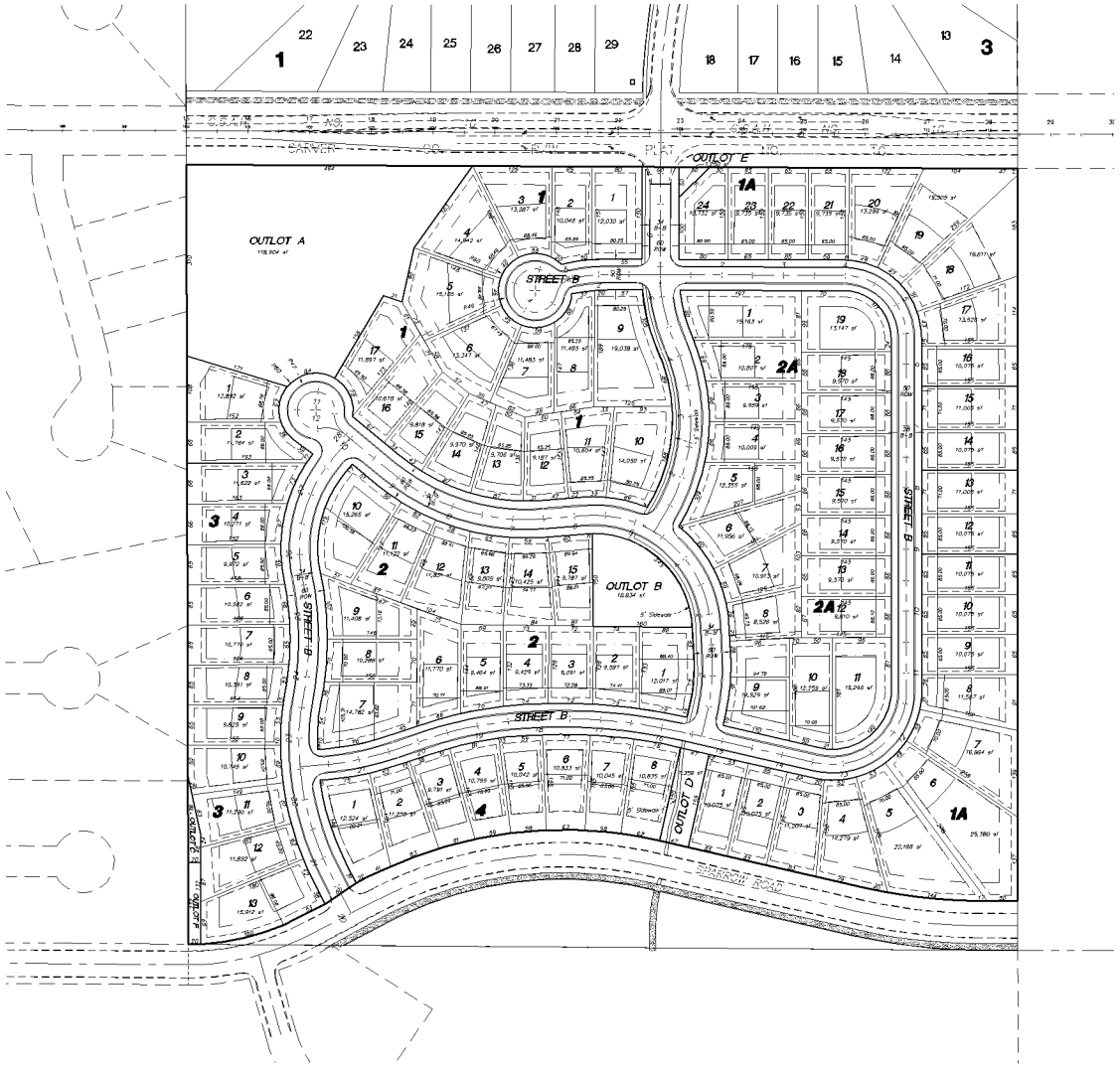
M/ _____	Erickson	_____
	Bloudek	_____
S/ _____	Carrier	_____
	Ayers	_____
	Sanborn	_____

LOCATION MAP



© 2013 Westwood Professional Services, Inc.

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



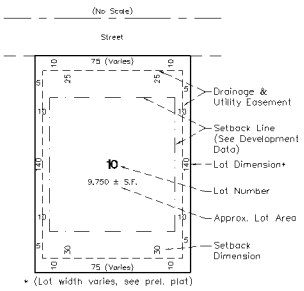
Development Data

Total Site Area	***35.4± ac.***
Existing Zoning	*R-1, Single Family Residential*
Proposed Zoning	*R-1, Residential w/PUD*
Street Dedication	
– Interior Streets	*6.0± ac.*
Total Proposed Residential Lots	*96*
– 65 ft.	*74*
– 70 ft.	*22*

Residential Zoning Standards (Minimums)

	Prop.
– Lot Width @ Setback	*65, 70 ft.*
– Lot Depth	*130 ft. min.*
– Minimum Lot Area	*9,425± sf*
– Average Lot Area	*11,759± sf*
– Maximum Lot Area	*25,360 sf*
– Front Yard Setback	*25 ft.*
– Side Yard Setback	*5/10; 20' Total*
– Corner Lot	*25 ft.*
– Rear Yard Setback	*30 ft.*
Required Park Dedication	*0.60± ac.*
Outlots B & D	

Typical Lot



NOTE:
The lot dimensions and areas on this plan are approximate. Refer to the Final Plat and supporting data for exact lot dimensions and areas.

DEVELOPER:
Mattamy Homes
7201 Washington Avenue South, Suite 201
Edina, Minnesota 55439
Phone: 952-898-8106
Fax: 952-898-2187
Contacts: Doren Loberee
(E-mail) Doren.Loberee@mattamycorp.com

PLANNER/ENGINEER/SURVEYOR:
Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN. 55344
Phone: (952) 937-5150
Fax: (952) 937-5822
Contact: Ryan M. Bluhm
(E-mail) ryan.bluhm@westwoodps.com

0' 100' 200' 300'

NOT FOR CONSTRUCTION

0001610PPP01.dwg

Date: 07/02/2014 Sheet: 1 OF 1

Westwood

Westwood Professional Services, Inc.
7699 Anagram Drive
Eden Prairie, MN 55344
PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 1-888-937-5150
www.westwoodps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LAND SURVEYOR under the laws of the State of Minnesota.

Craig W. Morse
Date 07/02/14 License No. 23021

Revisions

Designed:
Checked: CWM
Drawn: SRS
Record Drawing by/date

Prepared for:

Mattamy Homes
7201 Washington Avenue South, Suite 201
Edina, Minnesota 55439

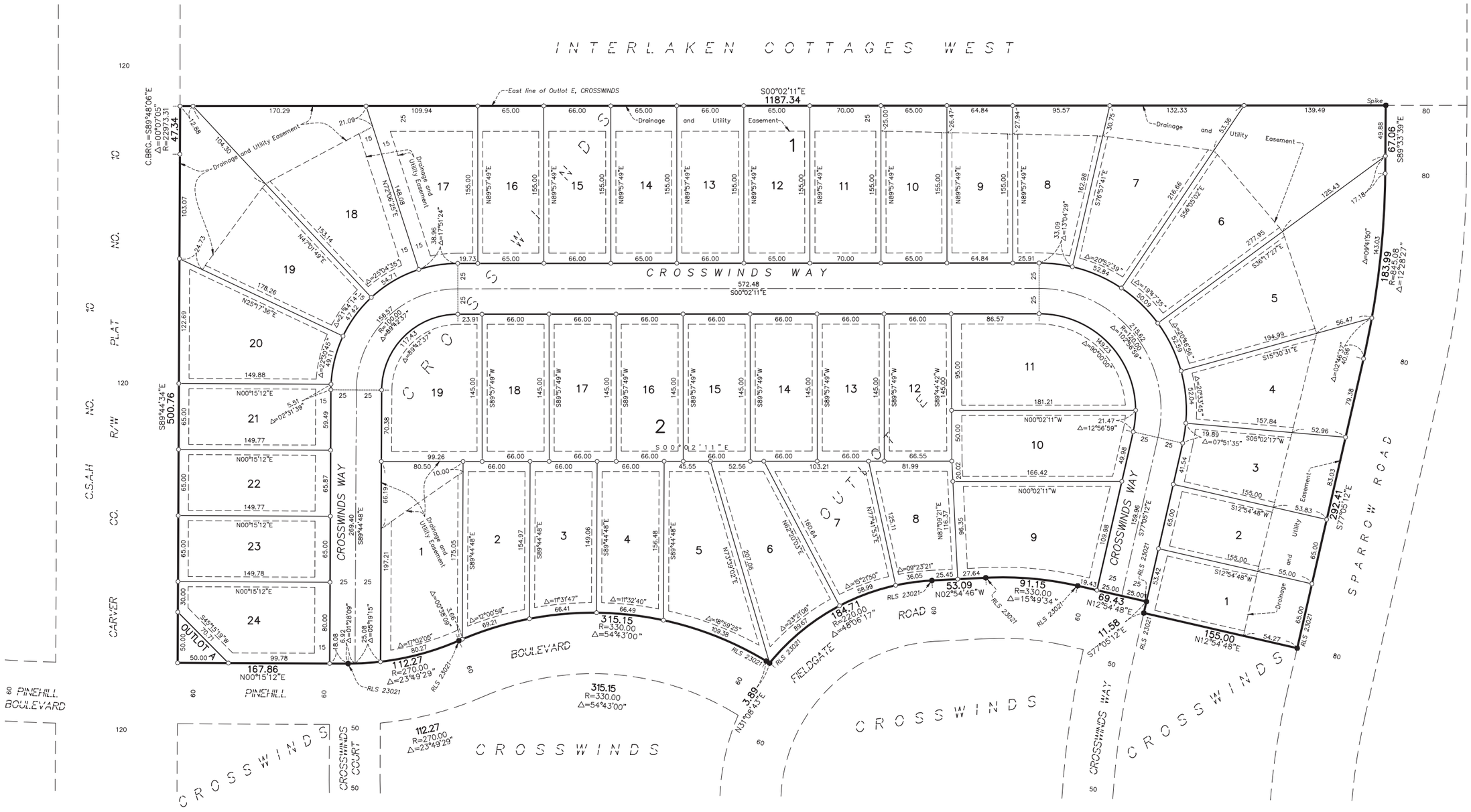
Crosswinds

Waconia, Minnesota

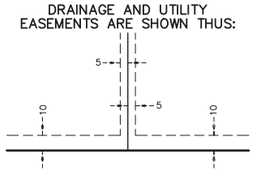
Preliminary Plat & Site Plan

CROSSWINDS 2ND ADDITION

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



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat

For the purposes of this plat, the east line of Outlot E, CROSSWINDS is assumed to have a bearing of South 00°02'11" East.

○ Denotes 1/2 inch by 14 inch iron monument set or to be set within one year of recording of this plat and marked with license number 40361

● Denotes found monument, as noted

N

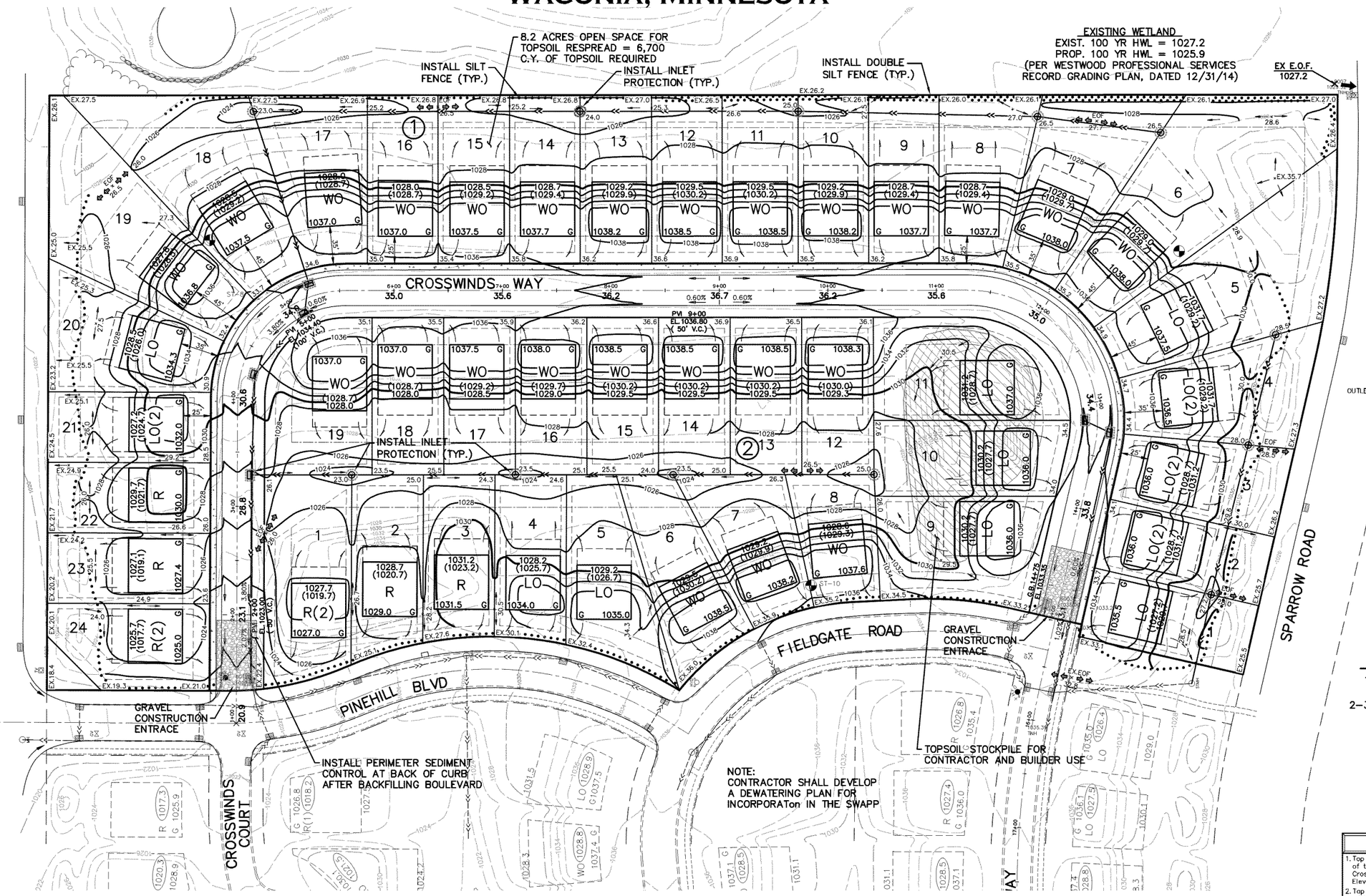
GRAPHIC SCALE
00 25 50 100
(SCALE IN FEET)
SCALE: 1 INCH = 50 FEET

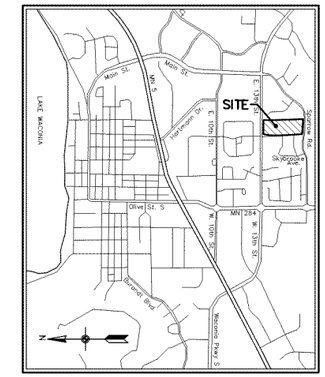
Carlson McCain
ENVIRONMENTAL · ENGINEERING · SURVEYING

CROSSWINDS 2ND ADDITION

GRADING, DEVELOPMENT & EROSION CONTROL PLANS

WACONIA, MINNESOTA





VICINITY MAP
NOT TO SCALE

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS		
CONCRETE		
SANITARY SEWER		
STORM SEWER		
WATER MAIN		
OVERHEAD UTILITY		
STORM CATCH BASIN		DENOTES INLET PROTECTION
STORM MANHOLE		
OUTLET CONTROL STRUCTURE		
MANHOLE		
HYDRANT		
GATE VALVE		
TELEVISION BOX		
TELEPHONE BOX		
UTILITY POLE		
RETAINING WALL		
FENCE		
10' CONTOUR		
2' CONTOUR		
FEMA FLOOD PLAIN		
WETLAND LINE		
SPOT ELEVATION		00.0
EMERGENCY OVERFLOW		E.O.F.
SILT FENCE		
TREE FENCE		
TREELINE		
SOIL BORING	ST	

SHEET INDEX

1. GRADING, DEVELOPMENT & EROSION CONTROL PLAN
2–3. GRADING DETAILS

0 25 50 100
(IN FEET)

BENCHMARKS

1. Top Nut Hydrant at the Northwest Quadrant of the intersection of Fieldgate Road and Crosswinds Way.
Elevation = 1035.40
2. Top Nut Hydrant at the Northeast Quadrant of the intersection of Pinehill Boulevard and Fieldgate Road.
Elevation = 1039.32

Carlson McCain
• environmental
• engineering
• surveying
3890 Pheasant Ridge Dr, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature: [signature]
Date: 2/26/16 License #: 25063

Drawn: LOC
Designed: BJK
Date: 2/26/16

Revisions:
1. 4/8/16 REV. PER CITY COMMENTS.
2. 4/12/16 Add Double Silt Fence Per City Comments

MATTAMY HOMES, LLC
7201 Washington Avenue - Suite 201
Edina, MN 55439

CROSSWINDS 2ND ADDITION
Waconia, MN

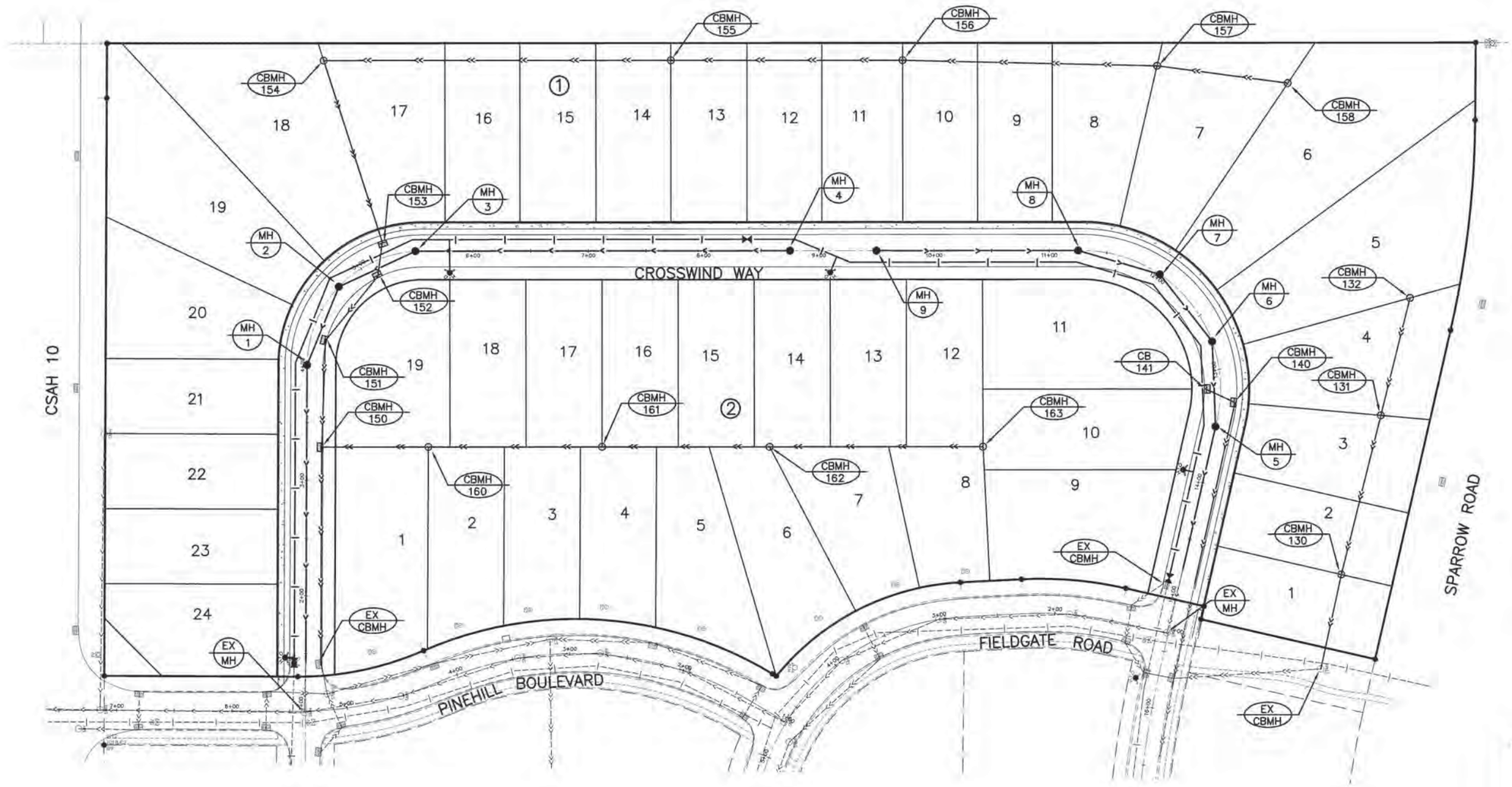
GRADING, DEVELOPMENT & EROSION CONTROL PLAN

[Save Date: 04/12/16] F:\Jobs\5961 - 5980\5972 - crosswinds 2nd addition\cad\engineering\final grading\5972_gr.dwg

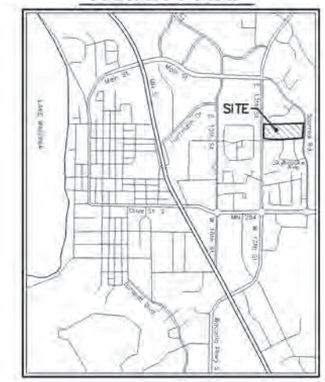
CROSSWINDS 2ND ADDITION

SANITARY SEWER, WATER MAIN, STORM SEWER AND STREET CONSTRUCTION PLANS

WACONIA, MINNESOTA



VICINITY MAP



NOT TO SCALE

SHEET INDEX

1. COVER
2. SANITARY SEWER & WATERMAIN
3–5. STORM SEWER
6. STREET CONSTRUCTION
7–8. DETAILS

0 25 50 100
(IN FEET)

BENCHMARKS

1. Top Nut Hydrant at the Northwest Quadrant of the Intersection of Fieldgate Road and Crosswinds Way.
   Elevation = 1035.40
2. Top Nut Hydrant at the Northeast Quadrant of the Intersection of Pinehill Boulevard and Fieldgate Road.
   Elevation = 1039.32

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

Carlson McCain
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3890 Pheasant Ridge Dr, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian T. Krystofiak, P.E.
Signature:
Date: 02/26/16 License #: 25063

Drawn: ADB
Designed: BJK
Date: 02/26/16

Revisions:
1. 4/12/16 Revise Sheet 2 & 6 Per City Comments

MATTAMY HOMES, LLC
7201 Washington Avenue - Suite 201
Edina, MN 55439

CROSSWINDS 2ND ADDITION
Waconia, MN

COVER SHEET

From: Jake Saulsbury <jakesa@bolton-menk.com>
Date: April 20, 2016 at 5:07:12 AM CDT
To: 'Craig Eldred' <celdred@waconia.org>
Cc: Robert Bean <bobbe@bolton-menk.com>
Subject: RE: Crosswinds 2nd

Craig,
The plans look good to me, all requested changes have been made. For reference attached is their response letter. Please note they haven't provided a landscaping plan yet (#15) and they still need to comply with the general comments (#1 - #5). Shall I send Lane an approval memo and cc you?

Bob,
Please review and comment on the storm calcs (#3) and the SWPPP (#9) this week. Thanks.

From: Craig Eldred [mailto:celdred@waconia.org]
Sent: Tuesday, April 19, 2016 2:01 PM
To: Jake Saulsbury <jakesa@bolton-menk.com>
Subject: Crosswinds 2nd

Jake,
Are you guy's OK with this Development plan set?

Lane and I are working on the DA, and I wanted to confirm with you on the Plans and SWPPP.

Let me know.

Thanks,

Craig Eldred
Public Services Director
City of Waconia
310 East 10th Street
Office: 952-442-4265
Cell: 612-418-3602

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25th, 2016					
Item Name:	Crosswinds 2nd Addition Developer's Agreement – Mattamy Homes					
Originating Department:	Planning and Zoning					
Presented by:	Lane Braaten, Community Development Director					
Previous Council Action (if any)**:**						
Item Type (X only one):	Consent	X	Regular Session		Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-88 Approving the Developer's Agreement for Crosswinds 2nd Addition.

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

The City Council, at their regular meeting on April 25th, 2016, approved a final plat for Mattamy Homes titled Crosswinds 2nd Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Crosswinds 2nd Addition final plat consists of forty-three (43) single-family residential lots and one (1) outlot. The City Council approved the final plat application subject to certain conditions including Mattamy Homes entering into a developer's agreement with the City.

City staff has prepared a proposed developer's agreement for Crosswinds 2nd Addition, a copy of which is attached for Council's review and consideration. City staff recommends approval of the developer's agreement language as proposed.

ATTACHMENTS:

1. Draft Resolution Approving Developer's Agreement for Crosswinds 2nd Addition
2. Draft Developer's Agreement for Crosswinds 2nd Addition

FINANCIAL IMPLICATIONS:		***ADVISORY BOARD RECOMMENDATIONS:***	
Funding Sources & Uses:			
Budget Information:		Planning Commission	**N/A**
	Budgeted	Parks and Recreation Board	
	Non Budgeted	Safari Island Advisory Board	
	Amendment Required	Other	

CITY OF WACONIA

RESOLUTION NO. 2016-88

RESOLUTION APPROVING DEVELOPER'S AGREEMENT FOR CROSSWINDS 2nd ADDITION

WHEREAS, Mattamy (Minneapolis) Partnership (**"Mattamy"**), a Minnesota general partnership, previously submitted a final plat application to the City of Waconia (the "**City**") for Crosswinds 2nd Addition pursuant to Chapter 1000 of the Waconia City Code; and

WHEREAS, the present legal description for the real property to be platted as Crosswinds 2nd Addition is Outlot E, Crosswinds, according to the recorded plat thereof, Carver County, Minnesota; and

WHEREAS, once platted, Crosswinds 2nd Addition will consist of forty-three (43) residential lots and one (1) outlots, as depicted on the final plat (the "**Final Plat**"); and

WHEREAS, the City Council approved the final plat application in Resolution 2016-87, subject to certain conditions including Mattamy entering into a developer's agreement with the City; and

WHEREAS, City staff has prepared a proposed developer's agreement regarding Crosswinds 2nd Addition, a copy of which is attached as Exhibit A (the "**Developer's Agreement**");

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

1. The above recitals, including the findings contained therein, are incorporated into these resolutions.
2. The form of the Developer's Agreement attached as Exhibit A and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit A, together with such modifications thereof, deletions therefrom, and additions thereto as the City Administrator may deem appropriate.
3. The Mayor and City Clerk are hereby authorized to execute, acknowledge and deliver the Developer's Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the Developer's Agreement. In the event of the absence or disability of the Mayor or the City Clerk, such officers of the City as, in the opinion of the City Attorney may act on their behalf shall, without further act or authorization of the City Council, do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any document or instrument by the appropriate officer or officers of the City

authorized herein shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

Passed and adopted by the City Council of the City of Waconia this 25th day of April, 2016.

_____
James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

EXHIBIT A
Developer's Agreement

DEVELOPMENT AGREEMENT
FOR
CROSSWINDS 2nd ADDITION

CITY OF WACONIA, MINNESOTA

This agreement (the "**Agreement**") is dated April 25th, 2016, and is between the City of Waconia, a Minnesota municipal corporation (hereinafter referred to as the "**City**") and Mattamy (Minneapolis) Partnership, a Minnesota general partnership hereinafter referred to as the "**Developer**").

RECITALS

WHEREAS, Developer proposes to plat Outlot E, Crosswinds (the "**Property**") as a subdivision bearing the name "Crosswinds 2nd Addition" ("**Crosswinds 2nd Addition**"); and

WHEREAS, on July 11, 2013 the City Council of the City (the "**City Council**") passed Resolution No. 2013-260 conditionally approving the preliminary plat and final plat for Crosswinds; and

WHEREAS, on August 18, 2014, the City Council passed Resolution No. 2014-190 conditionally approving a revised preliminary plat and final plat of Crosswinds; and

WHEREAS, on April 25th, 2016, the City Council passed Resolution No. 2016-____ conditionally approving the final plat of Crosswinds 2nd Addition; and

WHEREAS, Crosswinds 2nd Addition, as platted, will contain:

1. Lots 1 through 24, Block 1; and Lots 1 through 19, Block 2 (the "**Residential Lots**"); and

2. Outlot A; and

WHEREAS, a copy of the final plat for Crosswinds 2nd Addition (the "**Crosswinds 2nd Addition Final Plat**") is attached as Exhibit A; and

WHEREAS, City staff has reviewed and conditionally approved the following construction plans prepared by Carlson McCain and the landscape plan prepared by Westwood Professional Services, Inc. (collectively, the "**Crosswinds 2nd Addition Plans**"):

- Preliminary Landscape Plan dated June 13, 2013, Revised July 11, 2014;
- Construction Plans for Grading, Development & Erosion Control and SWPP Plans dated February 26, 2016, most recent revision dated April 12, 2016;
- Construction Plans for Sanitary Sewer, Water Main, Storm Sewer and Street Construction dated February 26, 2016, most recent revision dated April 12, 2016; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the development of the Property;

NOW, THEREFORE, the City and Developer agree as follows:

TERMS

1. **INCORPORATION**. Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as terms of this Agreement:

   1.1. The Recitals set forth above; and

   1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the "**City Resolutions**").

2. **RIGHT TO PROCEED; CONSTRUCTION**. Unless separate written approval has been given by the City, the Developer may not further grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed by both parties and filed with the City Clerk; ii) the required security has been received by the City; iii) the Crosswinds 2nd Addition Final Plat and all documents required by this Agreement to be recorded have been recorded with the Carver County Recorder's Office or Registrar of Titles; iv) the City has been provided with recording information for all instruments required to be recorded; v) Developer is not in violation of any federal, state or local regulation; and vi) the City Administrator or the City Planning Director has issued a letter that Developer may proceed. Construction on the Property shall proceed in accordance with the preliminary plat, the Crosswinds 2nd Addition Final Plat, the Crosswinds 2nd Addition Plans, the City Resolutions, the Waconia City Code (the "**City Code**") and this Agreement.

3. **SEWER AND WATER CONNECTION CHARGES; BUILDING PERMIT FEES**. Prior to the issuance of each building permit, the applicant for the permit shall pay the City all fees then required by the City or any other governmental entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water

connection. The amount of each fee due the City shall be the amount then set forth in Chapter 1100 of the City Code. The amount of each fee due any other governmental entity shall be the amount then charged by such entity. Developer shall pay the water meter fee separate from other fees.

4. **ENGINEERING AND PLANNING REQUIREMENTS**.

4.1. **Developer's Engineer**. Developer warrants that it has engaged, at Developer's expense, a duly registered professional civil engineer authorized to practice within the State of Minnesota to prepare the Crosswinds 2nd Addition Plans and that such engineer has made representations to Developer that the same have been prepared in accordance with the City's standard specifications for the complete installation of all the Improvements.

4.2. **City Staff**. For purposes of this Agreement:

4.2.1. "**City Engineer**" means Jake Saulsbury or his designee, Bolton & Menk, Inc., 2638 Shadow Lane, Suite 200, Chaska, MN 55318-1172.

4.2.2. "**City Public Services Director**" means Craig Eldred or his designee, City of Waconia, 310 East 10th Street, Waconia, MN 55387.

4.2.3. "**City Building Inspector**" means the then current building official for the City, as designated by the City Council, or such person's designee.

4.3. **Requirements**. The following engineering and planning requirements must be met to the satisfaction of the City prior to release of the Crosswinds 2nd Addition Final Plat and the issuance of any building permit, unless otherwise stated:

4.3.1. **Erosion and Sediment Control Plan**. An erosion and sediment control plan must be submitted to and is subject to the review and approval of Carver County, and any wetland mitigation that requires approval from the Minnesota DNR and/or Carver County is subject to the review and approval of such entities. Developer shall follow and comply with the erosion and sediment control plan. Further, during the development of Crosswinds 2nd Addition, Developer shall follow all measures to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.

4.3.2. **Wetlands**. Developer shall apply for and receive approval of any wetland alterations on the Property that shall comply with the City Code, State Statute and the Wetland Conservation Act.

4.3.3. **Approvals from other Governmental Entities**. Developer shall submit the Crosswinds 2nd Addition Final Plat and the Crosswinds 2nd Addition Plans to the County, State and/or other governmental entities, as required by those governmental entities, and shall modify the Crosswinds 2nd Addition Final Plat and the Crosswinds 2nd Addition Plans as required by such entities, comply with such entities' requirements to their satisfaction, and make dedications of right-of-way or other dedications required by such entities. Any

modifications to the Crosswinds 2nd Addition Final Plat and the Crosswinds 2nd Addition Plans are subject to the review and approval of the City Council. Developer shall comply with any further requirements of the City Council based on its additional review.

4.3.4. **Plan for Construction Access**. Developer shall submit a plan for construction access to the Property, which shall be subject to the review and approval of the City Engineer.

4.3.5. **Easements**. Developer shall assure, to the satisfaction of the City that the easements displayed on the Crosswinds 2nd Addition Final Plat including, but not limited to, right-of-ways, streets, trails, drainage easements, and utility easements be dedicated to the City for public use. Developer must provide to the City, prior to release of the Crosswinds 2nd Addition Final Plat, any such easements required as a condition of Crosswinds 2nd Addition Final Plat approval and not displayed on the Crosswinds 2nd Addition Final Plat, in recordable form, as reviewed and approved by the City.

4.3.6. **Storm Water Re-use System**. Declaration of Easements, Covenants, Conditions and Restrictions for Crosswinds Second should be completed for Block One; Lots 18 through 24. Balance of Per-Lot Charges for City assuming management responsibility of Storm Water Re-use System must be paid at a rate of $250.00 per-lot.

4.3.7. **Pond Maintenance**. Developer, at its expense, shall pump down all ponds on the Property, remove all sediment, and restore the pond elevations to the previously approved design elevations.

4.3.8. **Park Play Structures**. Developer, at its expense, has previously agreed to install play structures, benches and trash receptacles on Outlots B and D of Crosswinds as directed by the City.

5. **GRADING**. The Property shall be graded in accordance with the approved grading drainage and erosion control plan portion of the Crosswinds 2nd Addition Plans. Within sixty (60) days after completion of the grading, Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer that all ponds, swales and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations for the following: i) cross sections of ponds; ii) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditch locations and dimensions of borrow areas/stockpiles; iii) lot corner elevations and house pads; and iv) tops and bottoms of retaining walls. The Developer shall obtain the required cross sections of the ponds after the entire site is completely graded, the pond has been pumped down, all sediment has been removed and the pond elevations have been restored to the approved design elevations.

6. **IMPROVEMENTS**.

6.1. **Improvements**. For purposes of this Agreement, the "**Improvements**" are the Developer Installed Municipal Improvements, the Private Improvements and the

Landscaping Improvements described in this Section 6.

6.2. **Municipal Improvements**.

6.2.1. **Developer Installed**. Except as expressly provided in Section 6.2.2 below, Developer shall, at its expense, construct and install public improvements in and adjacent to Crosswinds 2nd Addition (the "**Developer Installed Municipal Improvements**") including:

6.2.1.1. street grading and graveling, including, but not limited to the construction of berms and boulevards;

6.2.1.2. permanent street surfacing, including but not limited to concrete curb and gutter;

6.2.1.3. boulevard sodding;

6.2.1.4. sanitary sewer laterals or extensions, including but not limited to all necessary services, lift stations and other appurtenances;

6.2.1.5. storm sewers, including but not limited to all necessary catch basins, inlets and other appurtenances;

6.2.1.6. watermain laterals or extensions, including but not limited to all necessary building services, hydrants, valves and other appurtenances;

6.2.1.7. storm drainage systems;

6.2.1.8. street lighting; and

6.2.1.9. sidewalks and trails.

6.2.2. **City Installed**. The City shall order and install the street signs for Crosswinds 2nd Addition (the "**Developer Funded Municipal Improvements**"). Developer shall reimburse the City for the cost of all materials and staff time regarding the installation of such signs. All labor costs shall be invoiced at the then current staff labor rates set forth in Chapter 1100 of the City Code.

6.2.3. **Municipal Improvements**. The Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements are, collectively, the "**Municipal Improvements**".

6.3. **Private Improvements**. Developer shall, at its expense, install private improvements in Crosswinds 2nd Addition (the "**Private Improvements**") as set forth in the preliminary plat, the Crosswinds 2nd Addition Final Plat, the Crosswinds 2nd Addition Plans, the City Code and this Agreement, including grading of the Property and installation of corrected soil areas.

6.4. **Landscaping Improvements.** Developer shall install, at its expense, all landscaping improvements called for in the approved plan set considered as part of the Crosswinds Preliminary Plat and attached as EXHIBIT B. Further, for a period of two (2) years from the date installed, Developer shall replace any plant material that dies

or is not growing properly.

6.5. **Permits**. Prior to any construction, Developer shall determine and obtain all the necessary approvals, permits, and licenses required for the development of the Property as contemplated by the Crosswinds 2nd Addition Plans and this Agreement. Such approvals, permits, and licenses may include permits from the following governmental entities: the City; Carver County; the Minnesota Department of Transportation; the Carver County Highway Department; the appropriate watershed district; the Board of Soil and Water Resources; railroads; utility companies; the Minnesota Department of Natural Resources; the Army Corps of Engineers; the Minnesota Pollution Control Agency; the Metropolitan Council; the Minnesota Department of Health; and any other regulatory or jurisdictional agency affected by or having jurisdiction over the Improvements required for the development of the Property. Any design requirements of such agencies shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain such approvals, permits, and licenses and also all fines or penalties levied by any agency due to the failure of Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of Developer. Developer agrees to defend and hold the City, its officers, employees and agents harmless from any action initiated by a regulatory agency resulting from any failure of Developer.

6.6. **Licenses**. Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the Crosswinds 2nd Addition development. The City hereby grants Developer a license to enter onto the portions of the Property dedicated to public use for the purpose of constructing the Developer Installed Municipal Improvements and any other improvements the City desires.

6.7. **Standard of Performance**. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the preliminary plat, the Crosswinds 2nd Addition Final Plat, the Crosswinds 2nd Addition Plans, the City Resolutions, the City Code and this Agreement, unless approved in writing to the contrary by the City Engineer. In the event there are contradictions between the preliminary plat and the Crosswinds 2nd Addition Final Plat as it relates to the development contemplated in this Agreement, the Crosswinds 2nd Addition Final Plat shall control.

6.8. **Deadlines for Completion**. Developer shall install all Developer Installed Municipal Improvements and Private Improvements by September 3, 2016, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than September 1, 2017. All Landscape Improvements shall be installed no later than eighteen (18) months from the date the first building permit for the Property is issued. Developer may request an extension of time from the City. If an extension is granted, it shall be conditioned

upon updating the security posted by Developer to reflect cost increases and the extended completion date.

6.9. **Construction Times**. Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the City Code).

6.10. **Public Property Damage**. Developer agrees to assume full financial responsibility for any damage that may occur by Developer or its agents to public property on or adjoining the Property when such damage occurs as a result of the activity that takes place during the development of Crosswinds 2nd Addition. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in Crosswinds 2nd Addition. In the event Developer fails to maintain or repair the damaged public property referred to above within ten (10) days after receiving written notice from the City requesting Developer to maintain or repair the damaged property, then the City may undertake making and causing said damage or clutter to be repaired or cleaned. When the City undertakes such repair, Developer shall reimburse the City for all of its expenses.

6.11. **Street Cleaning**. During the development of the Property, Developer shall keep the streets adjoining the Property free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to Crosswinds 2nd Addition, the City is hereby authorized to immediately commence a street cleaning operation if streets are not cleaned by Developer after forty-eight (48) hours of receiving notice of the violation from the City. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that a street cleaning operation is immediately necessary, the City may perform the necessary street cleaning. The City will then bill Developer, as the delinquent party, for all associated street cleaning costs.

6.12. **Inspection**. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis. Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Developer's engineer shall provide for on-site project management. Developer's engineer is responsible for design changes and contract administration between Developer and Developer's contractor. Developer, through is engineer, must also provide all surveying and construction staking necessary to ensure that the construction conforms to the Crosswinds 2nd Addition Plans. Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work.

6.13. **Final Inspection by City**. Promptly upon completion of the Improvements, Developer shall provide the following to the City (the "**Inspection Deliverables**"):

6.13.1. as-built plans of the Improvements in both paper and electric format, which electronic format shall be acceptable to the City Public Services Director; and

6.13.2. a recording of closed circuit televising of the sanitary sewer improvements and a written report describing such televising.

6.14. **Acceptance by City**. Within sixty (60) days of the City's receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements or inform the Developer of corrective action needed. In regard to the Developer Installed Municipal Improvements, the City's failure to act as stated above within the sixty (60) day period shall be deemed acceptance of the Developer Installed Municipal Improvements. Further, all Improvements are subject to final inspection by the City Engineer, the City Public Services Director and the City Building Inspector (collectively, the "**City Staff Inspectors**"). If any of the City Staff Inspectors determine corrective action is needed to conform any of the Improvements to the Crosswinds 2nd Addition Plans, this Agreement or governmental regulations, or to correct defective or damaged Developer Installed Municipal Improvements (including, but not limited to, pavement and sidewalk cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving notice from the City of any corrective action needed, the Developer shall, at the Developer's expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

7. **WARRANTY**. Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of two (2) years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon final completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Engineer, Developer shall furnish the City with a two-year warranty bond for one hundred percent (100%) of the cost of the Developer Installed Municipal Improvements.

8. **INSURANCE AND INDEMNIFICATION**.

8.1. **Insurance**. Developer shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Improvements and subject to the review and approval of the City, covering any public liability or property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at minimum policy amounts of $1,000,000.00. The contractor shall keep the insurance in force at all times that construction of the development is in progress. The insurance must name the City as an additional insured and must provide that the insurer shall give the City not less than thirty (30) days' written notice prior to cancellation or termination of the insurance policy.

8.2. **Indemnification**. Any and all claims that arise or may arise against Developer, its agents, servants, or employees while engaged in the performance of the development of Crosswinds shall in no way be the obligation of the City. Furthermore, Developer shall indemnify, hold harmless, and defend the City, its officers, employees, consultants and agents against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees, which the City, its officers, employees, consultants and agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or failure to act by Developer, its agents, servants and/or employees. Notwithstanding anything to the contrary, Developer's obligation to indemnify, hold harmless, and defend the City shall not extend to any claim, liability, loss, costs, damages, expenses, actions, or judgments, including attorneys' fees, which relate to, result from, or are caused by the City's violation of applicable law, this Agreement, or the negligence of the City and/or its officers, employees, consultants or agents.

9. **BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.**

9.1. **General Building Permit Requirements**. No building permits for any Residential Lots shall be issued until:

9.1.1. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;

9.1.2. the Crosswinds 2nd Addition Final Plat has been recorded;

9.1.3. the Improvements have been substantially completed;

9.1.4. restrictive covenants and homeowners' association documents have been executed and recorded;

9.1.5. park dedication requirements have been met as required herein;

9.1.6. any outstanding amounts due the City under this Agreement have been paid;

9.1.7. all required financial guarantees have been given to the City; and

9.1.8. Developer is not then in default of this Agreement.

9.2. **Individual Building Permit Requirements**. In addition to the requirements in Section 9.1, no building permit shall be issued for an individual Crosswinds 2nd Addition lot until:

9.2.1. The City Public Services Director has approved access and temporary construction access in regard to the lot; and

9.2.2. Individual lots are properly established with Best Management Practices (BMP) devices not limited to slit-in silt fence (Spring-Fall Months), Proper Log-Rolls (Winter Season) to which approved by Public Services Director; and

9.2.3. All City Code requirements for issuance of a building permit have been met.

9.3. **Certificate of Occupancy Requirements**. No certificate of occupancy shall be issued for a residential structure until:

9.3.1. The City Public Services Director has approved an as-built final grade and sidewalk survey for the lot;

9.3.2. The City Public Services Director has approved a utility check for the lot;

9.3.3. The City Public Services Director has approved storm water compliance for the lot; and

9.3.4. All City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

10. **CONSTRUCTION OF BUILDINGS**. The following size and setback requirements for single family lots shall apply to the Property:

10.1. Lot size of not less than 9,425 square feet;

10.2. Minimum lot width of 65 feet;

10.3. Side yard setbacks of five feet (5') on one side and ten feet (10') on the other side with a minimum of ten feet (10') between structures; and

10.4. All other lot requirements consistent with the R-1, Single Family Residential zoning district requirements as set forth in the City Code.

11. **PARK DEDICATION**. The Developer has met the City's park dedication requirements for Crosswinds 2nd Addition by previously agreeing to convey Outlot B and Outlot D of Crosswinds to the City. The City and Developer agreed this will occur when the Crosswinds Final Plat is recorded and that Developer shall deed such parcels to the City using a standard form Warranty Deed. The Warranty Deed conveying such land shall not list any restrictions or exceptions to title other than the following: i) the lien of real estate taxes and special assessments not yet due and payable; ii) building, zoning and subdivision statutes, laws, ordinances and regulations; and iii) reservations of minerals or of mineral rights in favor of the State of Minnesota, if any.

12. **PAYMENT OF COSTS AND EXPENSES**.

12.1. **General**. Developer agrees to pay, upon demand of the City, the total amount of any costs, charges, and expenses, including, but not limited to, staff expenses, consulting and attorneys' fees incurred or paid at any time by the City in relation to this Agreement, including, but not limited to fees related to negotiation and preparation of this Agreement, or other agreements, enforcement of agreements, any condemnation action, except as may otherwise be set forth in this Agreement, and in regard to any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to Developer's interest in the Property.

12.2. **City Billing Procedure**. Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable thirty (30) days after the date of the applicable invoice. Developer's failure to pay any amount on before the date it is

due shall be deemed a default of this Agreement by Developer.

13. **FINANCIAL GUARANTEES**. Prior to release of the Crosswinds 2nd Addition Final Plat, unless otherwise stated, Developer shall provide the following financial guarantees.

13.1. **Guarantee for Municipal Improvements**.

13.1.1. **Letter of Credit**. To assure the installation of all Developer Installed Municipal Improvements in a good and workmanlike manner and Developer's faithful performance of its obligations under this Agreement, Developer shall provide City with an irrevocable letter of credit from a U.S. bank with a physical branch location in the State of Minnesota, the form of which shall be satisfactory to City (the "**Letter of Credit for Municipal Improvements**") in the amount of $694,259.28 (which equals one hundred twenty percent (120%) of the cost of the Municipal Improvements). In the event Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches it obligations under this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within thirty (30) days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may draw upon the Letter of Credit for Municipal Improvements in such amount as is reasonably adequate to cure the default. The Letter of Credit for Municipal Improvements shall be renewable on an annual basis and shall provide for the City to receive notice of renewal at least thirty (30) days prior to the date of renewal.

13.1.2. **Release/Reduction of Letter of Credit**. Developer may apply to the City for release of all or a portion of the Letter of Credit for Municipal Improvements as follows:

13.1.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for Municipal Improvements.

13.1.2.2. When the Municipal Improvements, excepting the wear course of pavement, have been substantially completed and accepted by the City Engineer, Developer may apply for a fifty percent (50%) reduction in the Letter of Credit for Municipal Improvements and the City shall grant such request provided a new letter of credit acceptable to the City for the remaining fifty percent (50%) is furnished to the City by Developer.

13.1.2.3. When all of the Municipal Improvements, including the wear course of pavement, have been completed and the warranty bond required by Section 7 of this Agreement has been provided to the City, Developer may apply to have the Letter of Credit for

Municipal Improvements released in its entirety and the City shall grant such request.

13.2. **Guaranty for Landscape Improvements**.

13.2.1. **Letter of Credit**. To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of two (2) years after installation, and Developer's faithful performance of its obligations under this Agreement, Developer shall provide City with an irrevocable letter of credit from a U.S. bank with a physical branch location in the State of Minnesota, the form of which shall be satisfactory to City (the "**Letter of Credit for Landscape Improvements**") in the amount of $26,875.00 (which equals one hundred percent (100%) of the cost of the Landscape Improvements). In the event Developer fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly or otherwise breaches this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within thirty (30) days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may draw upon the Letter of Credit for Landscape Improvements in such amount as is reasonably adequate to cure the default. Such Letter of Credit for Landscape Improvements shall be renewable on an annual basis and shall provide for the City to receive notice of renewal at least thirty (30) days prior to the date of renewal.

13.2.2. **Release/Reduction of Letter of Credit for Landscape Improvements**. Developer may apply to City for release of all or a portion of the Letter of Credit for Landscape Improvements as follows:

13.2.2.1. When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit for Landscape Improvements; or

13.2.2.2. Upon such time as the Landscape Improvements have been installed for a period of one (1) year or a warranty bond ensuring the proper growth of all plant material for a period of one (1) year following installation has been provided to the City.

13.3. **Expiration**. In the event any letter of credit required by this Section 13 will expire pursuant to its terms prior to the time that all money or obligations of Developer are paid or completed pursuant to this Agreement, Developer shall provide the City with a new letter of credit, acceptable to City, at least thirty (30) days prior to the expiration of such expiring letter of credit. If a new letter of credit is not received as required above, the City may declare a default in the terms of this Agreement and draw in part, or in total, at City's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligations.

13.4. **Failure to Perform**. If Developer is in default of this Agreement or otherwise fails to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any letter of credit provided by Developer pursuant to this Section 13, to enter the Property, and to cure the default. In the event the default consists of Developer's failure to install any of the Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with this Agreement and the Crosswinds 2nd Addition Plans. The City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, arising out of or related to curing the Developer's default from letter of credit funds. The Developer Funded Municipal Improvements are not warranted or guaranteed by Developer. Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 13.4.

13.5. **Costs**. The City's costs for processing any letter of credit reduction or release request shall be billed to Developer at $125.00 per hour with a minimum of one (1) hour per reduction or release, and shall be paid by Developer to the City within thirty (30) days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within thirty (30) days of being made in writing to the City.

13.6. **Deficiency**. In the event any of the sureties described in this Section 13 are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, Developer agrees that upon being billed by the City, Developer will pay the deficiency amount to City within ten (10) days of receipt of such billings to Developer. If Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, engineering fees and legal fees against each lot of Crosswinds 2nd Addition. Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there should be an overage in the amount of utilized security City shall, upon making such determination, refund to Developer any monies in the City's possession that are in excess of the surety needed by City. In addition to the above, the City may seek a civil judgment against Developer.

14. **PROOF OF TITLE/ATTORNEY REVIEW**. Prior to release of the Crosswinds 2nd Addition Final Plat, Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to $100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must

execute the Crosswinds 2nd Addition Final Plat and other documents to be recorded against the Property. Developer shall cause a Title Insurance Policy to be issued consistent with each Commitment for a Title Insurance Policy provided by Developer and the requirements of the City Attorney and with an effective date on which the Crosswinds 2nd Addition Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Crosswinds 2nd Addition Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.

15. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER**. Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants and covenants to the City as follows:

15.1. **Authorization**. Developer is a duly organized general partnership under the laws of the State of Minnesota and is under no restriction to enter into this Agreement. Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property.

15.2. **Ownership**. Developer has a fee ownership interest in the Property. This Agreement shall not become effective until it is executed and delivered by the City and Developer.

15.3. **Execution No Violation**. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which Developer is a party or by which it, or the Property, is bound.

15.4. **Litigation**. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement.

15.5. **Compliance**. Developer will comply with and promptly perform all of Developer's obligations under this Agreement and all related documents and instruments.

15.6. **Wetlands**. As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.

15.7. **Environmental Laws**. To the best of Developer's knowledge, as of the date of this Agreement, Developer is not in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property. The development of the Property shall be consistent with the project scope contemplated by the Alternative Urban Area Review ("**AUAR**") that was completed for the Interlaken development.

16. **DEFAULT**. In the event Developer, its successors or assigns violates any of the covenants and agreements herein contained and any such violation remains uncured for more than ten (10) days after the City gives Developer notice of the violation (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other surety funds to complete Developer's obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against Developer to collect any sums due pursuant to this Agreement. In the event of an uncured default, Developer hereby grants the City and the City's employees, representatives or agents the right to enter the Property to perform any act deemed necessary by City to complete Developer's default. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.

17. **NOTIFICATION INFORMATION**. Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows:

If to the City:

City of Waconia
201 South Vine Street
Waconia, MN 55387
Attn: City Administrator

If to Developer:

Mattamy (Minneapolis) Partnership
7201 Washington Avenue South, Suite 20
Edina, MN 55439

18. **MISCELLANEOUS**.

18.1. **Runs with the Property**. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve Developer of its personal liability for full performance of this Agreement unless the City expressly releases Developer in writing.

18.2. **Recording**. This Agreement shall be recorded against the Property by Developer. No building permits shall be issued until the City is provided with recording information. Further, Developer agrees that the Crosswinds 2nd Addition Final Plat will be filed with Carver County, Minnesota, within six (6) months of the date that the Crosswinds 2nd Addition Final Plat is approved by the City Council.

18.3. **Compliance**. Use of the Property shall be consistent and comply with, at all times, federal, state and local regulation.

18.4. **Interest on Past Due Amounts**. In addition to all other remedies available to City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of eight percent (8%) per annum from the date due until the date

actually paid.

18.5. **Construction of Agreement**. This Agreement, any attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word "including" shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement.

18.6. **Warrant of Authority**. Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.

18.7. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but all of which when taken together shall constitute one and the same instrument.

18.8. **Attorneys' Fees**. The City and Developer agree that, in the event a suit or action is brought to enforce the terms of this Agreement, or in the event an action is brought upon a letter of credit furnished by Developer as provided herein, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.

18.9. **Severability**. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

18.10. **Data Practices Compliance**. Developer will have access to data collected or maintained by the City to the extent necessary to perform Developer's obligations under this Agreement. Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "**Act**"). Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Developer will immediately notify the City. The City shall provide written direction to Developer regarding the request within a reasonable time, not to exceed ten (10) days. The City agrees to indemnify, hold harmless and defend Developer for any liability, expense, cost, damage, claim, and action, including attorneys' fees, arising out of or related to Developer's complying with the City's direction. Subject to the aforementioned, Developer agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Developer's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Developer agrees to return all data to the City, as requested by the City.

18.11. **Governing Law**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

18.12. **Time is of the Essence**. Time is of the essence in the performance of the terms and obligations of this Agreement.

18.13. **Modification**. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood that subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.

18.14. **Non-Waiver**. The action or inaction of the City or Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or Developer to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

18.15. **Cumulative Rights**. Each right, power, or remedy herein conferred upon the City or Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF WACONIA

By:_____
James P. Sanborn
Its: Mayor

By:_____
MATTAMY (MINNEAPOLIS) PARTNERSHIP

By: Calben (Minnesota) Corporation, General Partner

By: _____
_____
Its: _____

By: MBC (Minnesota) Corporation, General Partner

By: _____
_____
Its: _____

By:_____
Susan MH Arntz
Its: City Administrator/Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by James P. Sanborn and Susan MH Arntz, the Mayor and City Administrator/Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of Calben (Minnesota) Corporation, a corporation under the laws of the State of Minnesota and the _____ of MBC (Minnesota) Corporation, a corporation under the laws of the State of Minnesota, which are the General Partners of Mattamy (Minneapolis) Partnership, a partnership under the laws of the State of Minnesota, on behalf of the corporations and partnership.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Lane L. Braaten, Community Development Director
City of Waconia
201 South Vine Street
Waconia, Minnesota 55387
(952) 442-3106
(llb)

EXHIBIT A

Crosswinds 2nd Addition Final Plat

[INSERT IMAGES]

EXHIBIT B

Crosswinds Landscape Plan

[INSERT IMAGE]

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25th, 2016					
Item Name:	Site and Design Review: Request by Jack Fiedler and Laura Menser for a proposed dental office for the property located at 732 Vista Blvd.					
Originating Department:	Planning and Zoning					
Presented by:	Angie Perera, Assistant Planner					
Previous Council Action (if any)**:**	None.					
Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Motion to Approve Resolution No. 2016-86 Approving the Site Plan and Design Review for a dental office for the property located at 732 Vista Blvd.

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

BACKGROUND

Applicants: Jack Fiedler, DDS and Laura Menser, DDS
Owner: Jack Fiedler, DDS and Laura Menser, DDS
Address: 732 Vista Blvd.
PID# 753131010
Zoning: B-1, Highway Business District
Comprehensive Plan Designation: C, Commercial
Design District: Highway District

REQUEST

Jack Fielder and Laura Menser, the property owners and applicants, have submitted an application for Site Plan and Design Review for the property located at 732 Vista Blvd. (PID# 753131010). They are proposing the construction of a 6,373 sq. ft. (gross floor area) dental office professional building on the subject parcel.

SITE PLAN REVIEW

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

EXISTING USE & LOCATION

The undeveloped 39,204 sq. ft. parcel was platted as part of the 'Legacy Village At Waconia' development, which was approved by the City of Waconia on June 19th, 2006. The plat includes eight parcels which are zoned B-1, Highway Business District and are located on the north side of the intersection of MN HWY 5 and CR 59 (aka: Main Street). To date, three of the eight parcels within the plat have been developed including: the 'Kwik Trip' gas station and 'Lady Bug' daycare, both of which are located on the east side of CR 59, and the 'Retail Shops at Legacy Village' which is located on the west side of CR 59. For reference, the subject parcel is located at the northwest corner of the intersection of MN HWY 5 and CR59 and is currently an un-improved parcel immediately south of the 'Retail Shops at Legacy Village'.

ZONING

The subject parcel is zoned B-1, Highway Business District. The proposed use is a permitted use in the B-1 zoning district.

LOT REQUIREMENTS

The structure setbacks, building height, and hardcover surface requirements have been satisfied based on a review of the Site Plans (sheets C1 and C2) prepared by Plowe Engineering, Inc. dated 3/29/16 and the Architectural Plans (sheets A 2.0, A 2.1, A 2.2, and A2.3) prepared by Strapko Pahl dated 3/3/16.

SCREENING OF EQUIPMENT

The applicant has indicated that rooftop units will be proposed and the exact locations will be completed with the construction documents (through the building permit application process). The proposed parapets of the architectural design of the building will provide screening for these units per City Ordinance requirements

OFF-STREET PARKING
The proposed dental office complies with the design requirements and number of parking spaces required by City Code. The proposed project requires 32 off-street parking spaces and 34 spaces are being proposed (including two ADA spaces). The Site Plan includes the proposal of 19 parking spaces on the west side of the building and 15 on the north side.

LANDSCAPING
City Code requires 26 trees for the proposed project based on the Ordinance language below. The proposed landscaping included on the Landscape Plans (sheet L1) prepared by Plowe Engineering, Inc. as revised (revised date should be 3/29/16 although it was not included on the revised plans, original date was 3/3/16) comply with the City Code requirements. The proposed landscape plans include two existing trees and 24 new trees: 6 Autumn Maple Blaze (deciduous trees), 9 Swamp White Oak (deciduous trees), and 9 Black Hill Spruce (coniferous trees).

Staff would note that the legend on the aforementioned landscape plans (sheet L1) is not consistent with the label noted for the one, 3" Swamp White Oak tree that is proposed in the southwest corner of the property. Staff would recommend a condition of Site Plan approval, that at least one of the proposed trees meet the 3" caliper inch requirement (for one of the deciduous trees) or else one of the proposed trees will meet the 8' height requirement (for one coniferous tree).

PARKLAND DEDICATION
The parkland dedication has already been fulfilled for this site through previous approvals of the 'Legacy Village At Waconia' development plat which included Outlot E (the park/playground north of Vista Blvd.) and Outlot G (Vista Point Park – the pond area north of Beach Rd.).

SIGNS
The applicant has not submitted any signage details with regard to the proposed Site Plan improvements. The applicant is aware that any future signage shall require the submittal, review and approval of a sign permit through the City and will require conformance to the City Sign Ordinance and the City's Design Standards.

LIGHTING
The Photometric Plans (sheet SL1) prepared by Architectural Lighting Design, Inc. dated 3/3/16 comply with City Code Section 900.08, Subd. 1.C. The proposed plans include three, 25 ft. tall, light poles (one on the north side of the building and the other two on the west side of the parking lot), and 20 inch square medallions with up/down wall wash LED light fixtures mounted to the exterior walls of the building (on the south, west, and east sides of the building primarily above some of the windows and service doors).

VEHICULAR ACCESS
The 'Legacy Village At Waconia' plat was designed and approved with one vehicular access via Vista Blvd. off of CR 59. The Vista Blvd. road system was designed to be private streets providing access to each of the parcels and this application is consistent with the previous Site Plan approval for the 'Retail Shops at Legacy Village' (located to the north of the subject property at 712 Vista Blvd.).

A condition of approval for this Site Plan shall require a cross access easement/agreement between the properties of 712 and 732 Vista Blvd. The applicant shall be required to verify and provide recorded documentation for this condition.

LOADING/DELIVERY DOCK
The applicant is not proposing a loading and/or delivery dock as part of this application and City staff does not deem a loading berth/dock as being appropriate for this site based on the proposed use of this building. The applicant has indicated that expected deliveries to the proposed dental office building will be infrequent, not on a daily basis, and will be hand carried to the front door by the UPS, FedEx or other delivery person. The size and frequency of deliveries do not lend to the need for a loading berth/dock. Therefore, the applicant is requesting that the City consider the proposed dental office as an "other use" and not be required to provide a loading berth/dock.

The Planning Commission considered the loading dock issue at their regular meeting on April 7th, 2016 and indicated a loading dock would not be necessary for the proposed use.

PEDESTRIAN ACCESS
The applicant is proposing to install a 6' concrete sidewalk on the west and north sides of the building. The sidewalk on the north side of the building will continue to the west side of the lot and include a pedestrian crosswalk segment across the west parking lot and another concrete sidewalk segment in the northwest portion of the lot that will allow for future pedestrian connectivity as the parcels to the north and west develop in the future. Future development of the parcels to the north and west will require sidewalk sections to be installed along the west side of Vista Blvd. at the time of development.

TRASH
A 10' x 7' trash enclosure is being proposed near the west parking lot and southwest of the building. The exterior building materials will match the EIFS material and color(s) of the proposed dental office building. The detailed plans are included on the Site Plan on sheet A2.3, as prepared by Strapko Pahl and dated 3/3/16. The property owner shall be required to use said trash enclosure for storage of all trash and trash handling equipment, except for any internally stored trash receptacles. The trash enclosure is consistent with the regulations of the City Ordinance.

GRADING. DRAINAGE & UTILITIES
The watermain, sanitary sewer, grading, and stormwater issues have been reviewed by the City Engineer and Public Services Director and their comments are reflected in the recommended conditions of approval for the Site Plan. The site will be connected to existing water, storm, and sanitary sewer stubs. A 10' wide drainage and utility (D&U) easement is being proposed along the west, south, and east sides of the lot lines along with a 20' D&U easement along the north lot line (to include a gas line). Two fire hydrants are being proposed for this site, one in the northwest corner, and the second in the northeast corner of the property. The Fire Chief has reviewed the Site Plans and is comfortable with the layout as proposed.

DESIGN REVIEW – HIGHWAY DISTRICT
City Ordinance requires Design Review with the understanding that *"the visual character and historic resources of the City are important attributes of its quality of life."* City Ordinance requires Design Review to be conducted as part of the Site Plan Review process.

BUILDING CHARACTER
Objective: It is understood that the City's Highway Commercial District and Health Care Business District generally lack traditional buildings that provide a "context" or frame of reference for new buildings. The intent of this section is to encourage buildings with a human scale, which evoke traditional buildings without imitating them, and to create a pedestrian-friendly internal site layout and streetscape.

ARCHITECTURAL STYLE
Objective:
- To encourage creativity and diversity within a defined framework.
- To encourage the adaptation of historic commercial styles in a restrained and appropriate manner.

Standard:
- No single architectural style or styles are required. The Design Vocabulary is intended to guide in the selection of an overall style or stylistic elements. The contemporary adaptation of elements of historic commercial architectural styles found in downtown Waconia, including Italianate, Neoclassical and Early Twentieth Century Commercial, is encouraged. If a particular style is used, it should be used consistently. The combination of elements of a variety of styles in one building is discouraged.

Design Response: *The proposed architectural style is consistent with the 'Retail Shops At Legacy Village' building to the north of the subject property, which conforms to the Highway District architectural standards.*

BUILDING PLACEMENT
Objectives:
- To encourage pedestrian circulation by maintaining a moderate distance among buildings on the site, and between buildings and abutting streets.
- To encourage shared parking among uses.

Standards:
- Buildings should be located to facilitate pedestrian circulation. Distances between principal buildings, or between the most distant entrances of a single building, should not exceed 300 feet. This standard can be achieved through the arrangement of freestanding buildings in compact groups, the design of single buildings in an "L" or "T" shape, or similar strategies.
- Building entrances should be located as close to abutting streets as possible and no further than 85 feet from the street right-of-way. This standard may be achieved through the creation of one or more public or private internal streets within a large site. (See Figures 15 and 16; see also Parking and Pedestrian Circulation standards.)

Design Response: *Due to building placement the site encourages pedestrian circulation in a number of different ways. The proposed location of the concrete sidewalks allow close proximity and access from the two proposed parking lots. The project also includes a continued sidewalk section for future connectivity as parcels develop to the north and west of the subject property, within close proximity to the existing building to the north of the subject property. The proposed site is in compliance*

with the Building Placement section of the Highway District Design Standards.

BUILDING WIDTH and FAÇADE ARTICULATION

Objectives:

- To articulate long or massive building facades in order to reduce their perceived bulk and provide visual interest as viewed from the street or sidewalk.
- To ensure that all facades visible to the public shall be visually attractive and compatible with adjacent land uses.

Standards: Buildings of more than 40 feet in width shall be divided into smaller increments through articulation of the façade. This can be achieved through combinations of the following techniques, and others that may meet the objective.

- Façade modulation -- stepping back or extending forward a portion of the façade
- Vertical divisions using different textures or materials (although materials should be drawn from a common palette)
- Division into storefronts, with separate display windows and entrances
- Variation in roof lines by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval
- Arcades, awnings, window bays, arched windows and balconies at intervals equal to the articulation interval
- Providing a lighting fixture, trellis, tree, or other landscape feature with each interval

Design Response: *The footprint of the proposed building is unique in that it is not a typical rectangular or square shaped building since both the northwest and southeast corners of the building are curved. As a result, the walls include various building widths due to the design of the footprint of the proposed building.*

In response to the Building Width and Façade Articulation Design Standard the proposed building is located in the southeast corner of the lot; therefore the north and northwest sides of the building are prominently the front façade of the building. The applicant has used façade modulation, breaking up the front façade and all other facades of the building into two or more separate sections, all sections vary between 37 ft. to 69 ft. in width. The proposed design also includes vertical divisions of materials including EIFS and manufactured stone veneer, variation in the rooflines with the different building heights of 17'6" to 22'8", and parapets along the entire roofline and perimeter of the building. This design is consistent with the 'Retail Shops At Legacy Village' building constructed to the north of the subject property and is in compliance with this section of the Highway District Design Standards.

SCALE, PROPORTION and PLACEMENT

Objective: To encourage building elements that are proportionately scaled to one another.

Standard: In general building elements such as windows, doors, arcades, towers, etc. should be arranged symmetrically across the façade, in a regular and logical manner. Window and door openings should be proportional to façade length and height. Large elements (i.e. clock tower) may be appropriate, but there should be an emphasis on maintaining a human scale at the ground level (see Figure 17).

Design Response: *The building elevations shown in the plan set on pages A2.0, A2.1, and A2.2 indicate a building consistent in scale with the neighboring property to the north. Further, the building elements are arranged symmetrically across the front, rear and side facades and the windows are proportional as required by the standard.*

GROUND-FLOOR WINDOWS

Objective:

- To allow views into and out of buildings in order to increase a sense of security and allow opportunities for display of merchandise.

Standards:

- The primary street level façade of large retail or office establishments (over 25,000 square feet) that faces a public street or walkway shall be transparent between the height of 3 and 8 feet above sidewalk grade for at least 40 percent of the horizontal length of the building façade.
- The primary street level façade of smaller retail or office establishments (25,000 square feet or less) shall be transparent for at least 50 percent of the horizontal length of the building façade, between the height of 3 and 8 feet above sidewalk grade, at minimum.

Design Response: *The Site Plans do not include this information therefore the applicant shall be required to submit documentation to City staff for review and approval indicating compliance with these requirements. The applicant's architect provided comments during the 4/7/16 Planning Commission meeting regarding this and explained that the windows and the design will comply with the City Ordinance requirements. The applicant should be required to update their plans or submit*

additional documentation providing clarification and verification to city staff for review and approval for this item as suggested in condition # 5.

ENTRIES

Objective:

- To ensure that entries contribute to the visual attractiveness of the building and are readily visible to the customer.

Standards:

- Entries to principal buildings shall feature at least two of the following features:
    - Canopy, portico, overhang, arcade or arch above the entrance
    - Recesses or projections in the building façade surrounding the entrance
    - Peaked roof or raised parapet over the door
    - Display windows surrounding the entrance
    - Architectural detailing such as tile work or ornamental moldings
    - Permanent planters or window boxes for landscaping
- Primary building entrances shall face the primary abutting public street, not a side or rear parking area.

Design Response: *The plans are compliant with the Entries Design Standard as they incorporate the use of two or more of the features listed within the standards including: an entrance canopy/arch above the entrance door, recesses and projections on all facades of the building and, a raised parapet along the entire roofline around the perimeter of the building.*

BUILDING MATERIALS

Objective:

- To ensure that high-quality, authentic materials that evoke traditional downtown settings are used in new commercial development.

Standard:

- Buildings should be constructed of high-quality materials such as brick, stone or textured, cast stone or tinted masonry units. The following materials are prohibited:
    - Unadorned plain or painted concrete block
    - Tilt-up concrete panels
    - Pre-fabricated steel or sheet metal panels
    - Reflective glass
    - Aluminum, vinyl, fiberglass, asphalt or fiberboard siding
    - Wood siding
- Accent materials may be used on up to 15% of the building's façade. These may include metal, glass block, spandrel glass, or similar materials as approved by the Planning Commission.
- *Other Materials*: The Planning Commission may also approve other materials that the Planning Commission, in its discretion, determines ae compatible with any permitted materials if it finds that: 1) the quality and appearance of the proposed materials is consistent with the standard that has been set within the Highway District; and 2) the use of these materials will not have a detrimental effect upon adjacent property values or property values within the City.

Design Response: *The proposed building materials are in compliance with the Highway District Design Standards. The Exterior Material & Finish Schedule will include EIFS and manufactured stone veneer. The proposed colors are noted as "to be selected" on sheet A2.0 of the Site Plan submittal documents. The applicant has indicated that sample colors of each exterior finish material are presently being made and were presented for review at the 4/7/16 Planning Commission meeting. The sample materials and colors should be submitted to city staff for review and approval as suggested in condition # 19.*

SIDE and REAR TREATMENTS

Objective:

- To ensure continuity of materials and façade treatments on all visible facades.

Standard:

- All building facades visible from a public street or walkway shall employ materials and design features similar to those of the front façade.

Design Response: *The applicant has included consistent design materials and façade treatments on all four sides of the proposed building, which is consistent with the Side and Rear Treatments Design Standard.*

BUILDING COLORS

Objective:

- To ensure that building colors are aesthetically pleasing and compatible with surrounding buildings.

Standard:

- Building colors shall consist of subtle, neutral or muted colors, with low reflectance. Recommended colors include browns, grays, tans (including the typical "Chaska brick" used in Waconia), beiges, and dark or muted greens, blues and reds. No more than two principal colors may be used on a façade. Bright, white or primary colors should be used only as accents, occupying a maximum of 10 percent of building facades.

Design Response: *Staff has requested the applicant provide the color scheme for the building. The building and material colors were reviewed by the Planning Commission at their meeting on April 7th, 2016 and found to be in compliance with the standards stated above.*

PARKING

Objective:

- To improve the appearance and convenience of parking lot circulation for vehicles and pedestrians by breaking the parking area up into smaller units.
- Parking areas should be distributed around large buildings in order to shorten the distance to other buildings and reduce the overall scale of the paved surface.

Standard:

- No more than 50 percent of the off-street parking area for the entire site shall be located between the front façade of the principal building and the primary abutting street.
- Alternatively, one or more internal access ways that are similar to streets may be used to divide the site into parking areas no greater than 55,000 square feet.
    - Internal access ways must have at least one auto travel lane, curbs, and sidewalks on both sides at least six (6) feet wide. Access ways must be landscaped along their entire length with trees, shrubs and planting beds.
    - On-street parking (angled or parallel) must be provided along both sides of the access way, except within 75 feet of street intersections. Curb extensions that are at least the full depth of the parking stall shall be provided at all internal and external street intersections, as shown.

Design Response: *The Site plan includes two parking lots with 34 total proposed parking spaces. The parking lot on the west includes 19 spaces (or 56% of the total proposed parking spaces). The parking lot on the north side of the building includes 15 spaces (or 44% of the total proposed parking spaces) and complies with the off-street parking regulations and Highway District Design Standards.*

PARKING LOT LANDSCAPING

Objective:

- To soften the appearance of parking lots when viewed from an abutting street or sidewalk.

Standard:

- All parking and loading areas (including drive-through facilities, pump island service areas and stacking spaces) fronting public streets or sidewalks, and all parking and loading areas abutting residential districts or uses, shall provide:
    - A landscaped yard at least 5 feet wide along the public street or sidewalk. If a parking area contains over 100 spaces, the minimum required yard shall be increased to 8 feet in width.
    - Screening consisting of either a masonry wall, fence, berm or hedge or combination that forms a screen a minimum of 3 feet in height, a maximum of 4-1/2 feet in height, and not less than 50 percent opaque.
    - One tree shall be provided for each 25 linear feet of parking lot frontage on a public street or access way.

Design Response: *The Site Plan indicates that sod will be included around the majority of the site perimeter which complies with the landscape yard requirements. Loading and screening of such are not applicable to this project and other landscaping requirements are already noted in the Landscaping section within the Site Plan section of this report.*

INTERIOR PARKING LOT LANDSCAPING

The corners of parking lots and all other areas not used for parking or vehicular circulation shall be landscaped with turf grass, native grasses or other perennial flowering plants, vines, shrubs and trees. Such spaces may include architectural features such as benches, kiosks, or bicycle parking.

Design Response: *The landscaping plans as indicated in the Site Plan one sheet L1 as prepared by Stapko Pahl are in compliance with the requirements of the landscaping regulations and Highway District Design Standards.*

PLACEMENT and SCREENING OF SERVICE, LOADING and STORAGE AREAS

Objective:

- To mitigate the impacts of views of service and loading areas from surrounding streets and properties.

Standards:

- Any outdoor storage, service, or loading area that faces adjacent residential uses or a public street or walkway shall be screened by a decorative fence, wall or screen of plant material at least 6 feet in height, or a planting screen shall be provided parallel to the property line, street or walkway.
- Loading docks, truck parking, HVAC equipment, trash collection and other service functions shall be incorporated into the design of the building so that the visual and noise impacts of these functions are fully contained and not visible/audible from adjacent properties and public streets.
- Areas for the outdoor storage and sale of merchandise, where permitted, shall be permanently defined and screened with walls or fences, with materials compatible with and of similar quality to primary building materials.

Design Response: *The applicant has indicated that rooftop units will be proposed and the exact locations will be completed with the construction documents (through the building permit application process). The proposed parapets of the architectural design of the building will provide screening for these units. The applicant has not indicated that this project will include any outdoor storage other than the roof top equipment as mentioned and a separate trash enclosure structure. Based on a review of the plans provided all trash collection shall be either internal or brought to the trash enclosure. The applicant is aware that any future outdoor areas used for any of the uses listed above would require screening subject to the Design Standards of the City.*

LIGHTING

Objective:

- To ensure that lighting levels are not excessively bright and that light standards are compatible with the overall site design.

Standard:

- Exterior lighting should be the minimum necessary for safety and security. Lighting should be designed to coordinate with building architecture and landscaping. Building-mounted fixtures should be compatible with the building facades. Overall lighting levels should be consistent with the character and intensity of the surrounding area. All light fixtures shall be shielded or other directed to ensure that light is not directed onto adjacent properties.

Design Response: *The proposed Lighting is included in the Site Plan review section of this report and is in compliance with the requirements of the City Code.*

PEDESTRIAN and BICYCLE ACCESS

Objective:

- To ensure that pedestrians and bicyclists have safe and convenient access to all retail establishments.

Standards:

- Sidewalks may be required along some or all public streets that abut the proposed development in order to provide pedestrian connections from all adjacent neighborhoods and activity centers.
- A well-defined pedestrian path shall be provided from the sidewalk to each principal customer entrance of a building. Walkways shall be located so that the distance between street and entrance is minimized. Walkways shall be at least 5 feet in width, and shall be distinguished through pavement material from the surrounding parking lot. Walkways shall be landscaped for at least 50 percent of their length with trees, shrubs, and planting beds.
- Sidewalks of at least 8 feet in width shall be provided along all front building facades that abut public parking areas.
- Walkways and sidewalks should be defined by design features such as towers, arcades, porticoes, pedestrian-scale light fixtures, planters, and other architectural elements.
- Bicycle parking shall be provided in a convenient and visible location no farther from the principal entrance than the closest automobile parking space, at a ratio of 1 space per 25 automobile parking spaces. Bicycle parking shall consist of a bike rack designed so that the bicycle frame can be locked to the rack, subject to the review of the City Engineer.

Design Response: *The proposed Pedestrian Access is included in the Site Plan review section of this report and is incompliance with the requirements of the City Code. The proposed plans have been revised since the 4/7/16 Planning Commission meeting to include a bicycle parking rack as listed as a standard requirement within the Architectural Design regulations of the City Code (see Attachment 16: Architect's Supplemental Instruction dated 4/12/16 regarding proposed bike rack, 2 pages).*

CONCLUSION / RECOMMENDATION

The City Council should make a motion to approve or deny the request by Jack Fiedler, DDS and Laura Menser, DDS for Site Plan and Design Review for construction of a new dental office professional building located at 732 Vista Blvd.

If the City Council chooses to approve the Site Plan and Design Review, both City staff and the Planning Commission would recommend the approval upon the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The conditions listed shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for the dental office.
4. The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5. The applicant shall be required to submit documentation to City staff for review and approval, complying with the Ground Floor Window requirements of the Architectural Design Standards included in City Code Section 900.06, Sub. 9, E, subpart 7.
6. The legend on the aforementioned landscape plans (sheet L1) is not consistent with the label noted for the one, 3" Swamp White Oak tree that is proposed in the southwest corner of the property and therefore at least one of the proposed trees will meet the 3" caliper inch requirement (for one of the deciduous trees) or else one of the proposed trees will meet the 8' height requirement (for one coniferous tree).
7. The fire hydrant and valve located in the northeast corner of the site shall be capped at a Tee with a plug at the water main (if relocated as shown). An alternate to this would be to cut back the hydrant line to allow a 90 degree bend and relocate at the east end within the proposed utility easement.
8. All ductile iron pipe, hydrant leads, and fittings shall be required to be wrapped in polyethylene encasement.
9. Sanitary sewer service material shall be SDR 26.
10. A minimum section consisting of 4" of bituminous and 8" of aggregate shall be required for the parking areas due to the heavy clay soils in the area.
11. The applicant shall be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management (or confirmation that none is needed). A copy of any approvals or permits required shall be submitted conditional to Final Site Plan approval.
12. Drainage and Utility easements shall be provided to cover all sewer mains, water mains, and hydrants. Service lines to the building do not require an easement.
13. Record drawings shall be submitted upon completion of the project. Two hard copies and an electronic copy are required.
14. All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
15. A cross access easement/agreement between the properties of 712 and 732 Vista Blvd. shall be required (if one does not already exist). The applicant shall be required to verify and provide recorded documentation for this condition.
16. The Landscape Plans, Sheet L1 (noted as Attachment 10 with this report), prepared by Plowe Engineering, Inc. was originally dated 3/3/16 & was revised, this sheet shall be updated to include the revision date consistent with the applicant's review comments dated 3/29/16 and in response to staff's review comments dated 3/24/16 (1 pages)
17. The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.
18. The applicant shall be required to revise the plans to include a gate valve on the water service lines as recommended by the Public Services Director and City Engineer.
19. The applicant shall be required to submit exterior building material samples to city staff for review and approval.

ATTACHMENTS:
Attachment 1: Resolution (3 pages)
Attachment 2: Location Map (1 page)
Attachment 3: Site Plan and Design Review Application (3 pages)
Attachment 4: Staff Review Comments dated 3/15/16 (3 pages)
Attachment 5: Applicant Review Comments dated 3/17/16, & Staff Review Comments dated 3/14/16 (7 pages)
Attachment 6: Applicant Review Comments dated 3/29/16 (2 pages)
Attachment 7: Site Plan Cover, Sheet C0.0, prepared by Strapko Pahl dated 3/3/16 (1 page)
Attachment 8: Certificate of Survey, prepared by E.G. Rud & Sons, Inc. dated 2/12/16 (1 page)
Attachment 9: Title Sheets, Notes, & Legend, Sheet C1, prepared by Plowe Engineering, Inc. dated 3/29/16 (1 page)
Attachment 10: Grading, Drainage, & Utility Plan, Sheet C2 and C3, prepared by Plowe Engineering, Inc. dated 3/29/16 (2 pages)
Attachment 11: Landscape Plans, Sheet L1, prepared by Plowe Engineering, Inc. dated 3/3/16 & revised (1 pages)
Attachment 12: Site Photometric Plan, Sheet S1, prepared by Architectural Lighting Design, Inc. dated 3/3/16 (1 page)
Attachment 13: Floor Plan, Sheet A1.0, prepared by Strapko Pahl dated 3/3/16 (1 page)
Attachment 14: Exterior Elevations, Sheets A2.0, A2.1, and A2.2, prepared by Strapko Pahl dated 3/3/16 (3 pages)
Attachment 15: Refuse/Recycle Container, Sheet A2.3, prepared by Strapko Pahl dated 3/3/16 (1 page)
Attachment 16: Architect's Supplemental Instruction dated 4/12/16 regarding proposed bike rack (2 pages)

FINANCIAL IMPLICATIONS:	***ADVISORY BOARD RECOMMENDATIONS:***	
Funding Sources & Uses:		
Budget Information:	Planning Commission	**Recommended Approval via a 3-0 vote on April 7th, 2016**
Budgeted	Parks and Recreation Board	
Non Budgeted	Safari Island Advisory Board	
Amendment Required	Other	

CITY OF WACONIA
RESOLUTION 2016-86

A RESOLUTION APPROVING SITE PLAN & DESIGN REVIEW FOR A DENTAL OFFICE/PROFESSIONAL BUILDING LOCATED AT 732 VISTA BLVD

WHEREAS, Jack Fiedler, DDS and Laura Menser, DDS, have submitted a Site Plan & Design Review application for the property located at 732 Vista Blvd. (the “”Property”) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is described as: Lot 2, Block 9, Legacy Village At Waconia, Waconia, Carver County, Minnesota, and identified as PID# 75.3131010 (the **“Property”**); and

WHEREAS, the Site Plan & Design Review application was reviewed based on the following plan sets:

1) Site Plan Cover, Sheet C0.0, prepared by Strapko Pahl dated 3/3/196,
2) Certificate of Survey, prepared by E.G. Rud & Sons, Inc. dated 2/12/16,
3) Title Sheets, Notes, & Legend, Sheet C1, prepared by Plowe Engineering, Inc. dated 3/29/16,
4) Grading, Drainage, & Utility Plan, Sheet C2 and C3, prepared by Plowe Engineering, Inc.dated 3/29/16,
5) Landscape Plans, Sheet L1, prepared by Plowe Engineering, Inc. dated 3/3/16 & revised,
6) Site Photometric Plan, Sheet S1, prepared by Architectural Lighting Design, Inc. dated 3/3/16,
7) Floor Plan, Sheet A1.0, prepared by Strapko Pahl dated 3/3/16,
8) Exterior Elevations, Sheets A2.0, A2.1, and A2.2, prepared by Strapko Pahl dated 3/3/16,
9) Refuse/Recycle Container, Sheet A2.3, prepared by Strapko Pahl dated 3/3/16, and
10) Architect’s Supplemental Instruction dated 4/12/16 regarding proposed bike rack; and

WHEREAS, the Site Plan and Design Review Application includes the proposed construction of a 6,373 sq. ft. (gross floor area) dental office professional building; and

WHEREAS, the “Property” is zoned B-1, Highway Business District and the proposed dental office professional building use is a permitted use in the B-1 zoning district; and

WHEREAS, the structure setbacks, building height, and hardcover surface requirements have been satisfied based on a review of the Site Plans (sheets C1 and C2) prepared by Plowe Engineering, Inc. dated 3/29/16 and the Architectural Plans (sheets A 2.0, A 2.1, A 2.2, and A2.3) prepared by Strapko Pahl dated 3/3/16; and

WHEREAS, the proposed dental office complies with the design requirements and number of parking spaces required by City Code; and

WHEREAS, the proposed landscape plans are consistent with the requirements of the City Code; and

WHEREAS, the parkland dedication has already been fulfilled for this site through previous approvals of the ‘Legacy Village At Waconia’ development plat which included Outlot E (the

park/playground north of Vista Blvd.) and Outlot G (Vista Point Park – the pond area north of Beach Rd.); and

WHEREAS, the 'Legacy Village at Waconia' plat was designed and approved with one vehicular access via Vista Blvd. off of CR 59. The Vista Blvd. road system was designed to be private streets providing access to each of the parcels and this application is consistent with the previous Site Plan approval for the 'Retail Shops at Legacy Village' (located to the north of the subject property at 712 Vista Blvd.); and

WHEREAS, the Site Plan and Design Review Application complies with all City Ordinance requirements and Architectural Design regulations; and

WHEREAS, the Site Plan was discussed at the Planning Commission's meeting on April 7th, 2016 in the Council Chambers at Waconia City Hall, 201 South Vine Street, Waconia, Minnesota and the Planning Commission recommended approval of the amended application via a 3-0 vote; and

WHEREAS, the Planning Commission and City staff recommend approval of the Site Plan application with the following conditions:

1) The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2) All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3) The conditions listed shall be resolved to the satisfaction of the City Engineer, the Public Services Director and the Community Development Director prior to the issuance of the building permit for the dental office.
4) The applicant shall provide the City with a letter of credit to guarantee the proper installation and growth of the approved landscape plan. The letter of credit shall be submitted by the developer prior to obtaining a building permit that is equal to the amount of the required landscaping to be installed. The letter of credit shall be held by the City and must cover one full calendar year subsequent to the installation of said landscaping and must be conditioned upon complete and satisfactory implementation of the approved landscape plan.
5) The applicant shall be required to submit documentation to City staff for review and approval, complying with the Ground Floor Window requirements of the Architectural Design Standards included in City Code Section 900.06, Sub. 9, E, subpart 7.
6) The legend on the aforementioned landscape plans (sheet L1) is not consistent with the label noted for the one, 3" Swamp White Oak tree that is proposed in the southwest corner of the property and therefore at least one of the proposed trees will meet the 3" caliper inch requirement (for one of the deciduous trees) or else one of the proposed trees will meet the 8' height requirement (for one coniferous tree).
7) The fire hydrant and valve located in the northeast corner of the site shall be capped at a Tee with a plug at the water main (if relocated as shown). An alternate to this would be to cut back the hydrant line to allow a 90 degree bend and relocate at the east end within the proposed utility easement.
8) All ductile iron pipe, hydrant leads, and fittings shall be required to be wrapped in polyethylene encasement.
9) Sanitary sewer service material shall be SDR 26.
10) A minimum section consisting of 4" of bituminous and 8" of aggregate shall be required for the parking areas due to the heavy clay soils in the area.
11) The applicant shall be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management (or confirmation

that none is needed). A copy of any approvals or permits required shall be submitted conditional to Final Site Plan approval.

12) Drainage and Utility easements shall be provided to cover all sewer mains, watermains, and hydrants. Service lines to the building do not require an easement.
13) Record drawings shall be submitted upon completion of the project. Two hard copies and an electronic copy are required.
14) All indirect costs with the building permit, review, and final plans associated with engineering and administrative costs shall be paid by the applicant/owner.
15) A cross access easement/agreement between the properties of 712 and 732 Vista Blvd. shall be required (if one does not already exist). The applicant shall be required to verify and provide recorded documentation for this condition.
16) The Landscape Plans, Sheet L1 (noted as Attachment 10 with this report), prepared by Plowe Engineering, Inc. was originally dated 3/3/16 & was revised, this sheet shall be updated to include the revision date consistent with the applicant's review comments dated 3/29/16 and in response to staff's review comments dated 3/24/16 (1 pages)
17) The applicant shall contact the City Planning Department for a final site inspection when all conditions of approval regarding this application have been completed.
18) The applicant shall be required to revise the plans to include a gate valve on the water service lines as recommended by the Public Services Director and City Engineer.
19) The applicant shall be required to submit exterior building material samples to city staff for review and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Site Plan and Design Review for the dental office/professional building and site improvements for the property located at 732 Vista Blvd subject to the conditions, findings and recommendations of the Waconia Planning Commission as revised by City staff.

Adopted by the City Council of the City of Waconia this 25th day of April, 2016.

_____
James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

M/ _____

S/ _____

Ayers	_____
Bloudek	_____
Carrier	_____
Erickson	_____
Sanborn	_____

Location Map

732 Vista Blvd. & PID 75.3131010

Site Plan & Design Review
Application

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

APPLICANT INFORMATION

1. Owner's Name: Jack Fiedler, DDS & Laura Monser, DDS
2. Address of Property: 732 Vista Blvd Waconia MN
3. Legal Description: Lot 2, Block 9 Legacy Village at Waconia
4. PID#: 753131010
5. Applicant's Name: Jack Fiedler, DDS & Laura Monser, DDS
6. Mailing Address: Architect: 4157 Minnehaha Ave Mpls. MN 55406
7. Daytime Phone(s): 612-729-4112 ext 4 Kane Konig
8. Email Address: KEN@Strapko.com

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

Site Plan and Design Review Application Fees

1. Payment of application fee ($350).
2. Escrow Payment
   a. 0-5 Acres $2,500.00 each
   b. 6-20 Acres $3,500.00 each
   c. 21 + Acres $4,500.00 each
3. Additional consulting review fees may apply, such as civil engineering and legal counsel

OFFICE USE ONLY

Date Received: 3/3/16

Fee: $ 2,850.00
Receipt #: 246714

RETURN TO:

DMA DENTISTRY
133 WEST FIRST STREET
WACONIA, MN 55387

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

SITE PLAN AND DESIGN REVIEW REQUIREMENTS

THE FOLLOWING INFORMATION MUST BE SUBMITTED IN ORDER TO CONSIDER THE APPLICATION COMPLETE

(Check with Planning Office for specific requirements in each category)

1. Name of Site Plan: Jack Fiedler, DDS + Laura Menser, DDS
2. Present Zoning Classification: B1 - Highway Business District
3. Existing use of Property: Vacant
4. Payment of application and escrow fees. Additional consulting review fees may apply, such as civil engineering and legal counsel.
5. **1** full size, **6** 11 x 17, and **1 Electronic Copy** (include color where possible) survey copies, drawn to scale and dimensioned, with north arrow showing:

   a. Complete legal description and address of site plan location.
   b. Lot dimensions.
   c. All proposed and existing buildings and structures showing setbacks to property lines.
   d. Yards and space between buildings and property lines.
   e. Buildings, walls and fences showing height, type of building materials and building elevations for each side of the building.
   f. Off-street parking showing location, layout, dimensions, circulation, landscaped areas, total number of stalls, surfacing of parking area with cross-section of construction materials, elevation, curb and gutter.
   g. Access to public streets and trails showing pedestrian and vehicular access points of ingress and egress.
   h. Outdoor signs showing location, size and height.
   i. Loading docks showing location, dimensions, number of docks and internal circulation.
   j. Site lighting showing location, height of poles or fixtures, design and detail (illumination plan showing foot candle measurements).
   k. Street dedications and improvements, existing and required by City right-of-way standards (inquire with City Engineer if applicable).
   l. Landscaping with a schedule of the plantings showing quantities, botanical and common names and sizes. Also show size and location of any existing trees.
   m. Any outdoor storage activities where allowed by zoning codes. Show type, location and height of screening devices.
   n. Conceptual drainage and grading plan for the site showing proposed finished floor elevation of each building, street elevation and drainage flow elevations. Hydrologic and drainage calculations shall also be submitted.
   o. Show plans for the waste disposal facilities. Indicate location, access and screening for such facilities.
   p. Show any easements and location of utilities servicing development.
   q. Statement of use, including type of business with number of employees by shift.

6. City Ordinance requires design/architectural review to be conducted as part of the Site Plan Review process. The Submittal requirements for Design Review include the following:

   a. Complete exterior elevations of all proposed buildings and existing buildings if they are joined to a new development. Elevations should be drawn at an appropriate scale and should show:
      i. All signs to be mounted on the building(s) or erected on site.
      ii. Designations of materials and colors to be used on all exterior facades.
   b. Material samples shall be presented, including color and material type of walls and roofs.
   c. Color samples shall be provided of all principal and secondary colors to be used.
   d. Photographs of surrounding buildings shall be submitted on the same block or street to address issues of design context.

Signature of Applicant: DDS Date: 3/2/16

Printed Name: JACK M FIEDLER DDS

City of Waconia

To: Jack Fiedler, DDS
Laura Menser, DDS
Kate Korogi, Strapko Pahl

From: Angie Perera, Assistant Planner

Date: 3/15/16

Re: Staff Review Comments – Site Plan – Dental Office – 732 Vista Blvd.

Parking Design/Spaces/Lot

1. No loading dock/berth is proposed – City Code requires one loading dock for commercial buildings.
2. Number of parking spaces are in compliance: 34 parking spaces are required for this project and 34 spaces are being proposed. Parking dimensions, ADA spaces, drive lane widths, and setbacks shall be included on the plans.
3. Proposed setbacks of building and proposed impervious surface area shall be included on the plans (the max hardcover/impervious surface area allowed is 80%). *See City Code Section 900.05, Subd. 2, F. for B-1 Highway Business District regulations.*
4. The streets to the north of the site are private. A cross access easement/agreement shall be required between the properties of 712 and 732 Vista Blvd. if one does not already exist. The applicant shall be required to verify and provide documentation.

Landscape

5. Landscape requirements – 27 trees are required with this project (based on the site perimeter and linear footage requirements along streets, and other landscape requirements – consult with city staff if clarification is need on reference to specific City Code Sections)
6. Landscape requirements if facing HWY 5 – 1 deciduous tree must be 3 inch diameter or 1 coniferous tree must be 8 ft. tall (staff would recommend that the 1 – SWO tree proposed in the SW corner be changed to a 3 inch diameter tree)
7. Landscaping of interior parking lot is required per Architectural regulations; although it is not noted on the landscape plans as being proposed (City Code requires at least 5 ft. wide landscaped area along the public street or sidewalk). *See City Code Section 900.06, Subd. 9, E.*
8. Please make note of proposed vegetation areas on the landscape plans. Please also clarify if the perimeter of the parking lot is intended to be vegetated with grass and if so, note on the plans accordingly.
9. It appears that the three existing trees in the SE corner of the site are proposed to be removed on sheet C1 but not noted as such on the landscape plan on sheet L1 – please update the landscape plan to reflect the proposed removal of these three trees if they are intended to be removed. Also, if the other exiting tree in the NE corner of the site is intended to be replanted elsewhere onsite, the proposed location shall be included on the landscape plans.

Lighting

10. Exterior lighting – The applicant shall verify the height of the proposed poles (35 ft. max allowed), and proposed luminaries cut off angle (no more than 70 degrees), and rendering of poles shall be included with the plans (design/appearance).

Signage

11. Signage – a separate sign permit is required and the signage must comply with City Code Sections 900.10, Sign Regulations and City Code Section 900.06, Subd. 9, E., Architectural Design Standards. City staff has not reviewed the proposed signage to determine compliance of the proposed number of signs, location, size, or any other details of the proposed signage and will do so via a separate sign permit application.
12. Consideration should be given to include the verbiage "dental office" with the proposed signage so as to state the obvious use of the building so that it is apparent.

Architectural/Design

13. EIFS and manufactured stone veneer are being proposed with this project. The proposed colors are noted as "to be selected"– The applicant shall clarify what colors are being proposed, provide color renderings of the proposed building and trash enclosure, and provide sample materials of both.
14. Rooftop equipment - The applicant shall clarify if any roof equipment is being proposed and if so, include on the plans.

Water

15. Hydrant relocate shall be capped at Tee with plug at water main if relocated as shown.
16. Alternate to this would be to cut back Hydrant line to allow 90 degree bend and relocate at east end within proposed Utility Easement. This would eliminate the need to relocate a tree.
17. Add second Hydrant either on Service line to proposed building, or at or near NW entrance within boulevard.
18. Add gate valve to service line at connection point if one is not currently available. (field verify). Staff verified on 3/14/16 that there is a gate valve on the water service line for this property.
19. All ductile iron pipe, hydrant leads, and fittings shall be wrapped in polyethylene encasement.

Sanitary:

20. Sanitary sewer service material shall be SDR 26.

Access:

21. The parking areas private. However, due to the heavy clay soils in the area a minimum section consisting of 4" of bituminous and 8" of aggregate is recommended.
22. Consideration should be given to adding a sidewalk/pedestrian connection to the north (for pedestrian access to and from subject property and the property to the north at 712 Vista Blvd.). *See City Code Section 900.06, Subd. 9, E. subpart 15. b. 3). - "sidewalks may be required along some or all public streets that abut the proposed development in order to provide pedestrian connections from all adjacent neighborhoods and activity centers" -*

General:

23. The applicant will be required to obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management (or confirmation that none is needed). A copy of any approvals or permits required shall be submitted conditional to Final Site Plan approval.

24. Drainage and Utility easements shall be provided to cover all sewer mains, watermains, and hydrants. Service lines to the building do not require an easement.
25. Record drawings must be submitted upon completion of the project. Two hard copies and an electronic copy are required.

STRAPKO PAHL
ARCHITECTURE · SPACE PLANNING · INTERIOR DESIGN

To: Angie Perera, Assistant City Planner

Cc: Lane Braaten, City Planner
Dr Jack Fiedler, Owner
Dr. Laura Menser, Owner
Plowe Engineering, Civil Engineer

Date: March 17, 2016

Re: Response to City comments dated 03/15/16

Our responses to Staff Review Comments are listed below:

City comments were noted in blue on 3/24/16

Parking Design/Spaces/Lot

1. We have designed hundreds of dental clinics and never have been required to have a loading dock. There is no logical purpose for this request. It does not appear to be listed anywhere in City code. Please reference section stating reason for this requirement.

   City Comments: City Code Section 900.09, Subd. 2 "Loading Regulations" includes the specific regulations pertaining to loading docks/berths.

   Subpart 7. states: "Loading berths required:"
   a. Commercial and Industrial: All buildings shall have at least one off-street loading berth. Buildings which are 10,000 square feet or more, shall have at least 2 loading berths.
   b. Other uses: uses not mentioned shall be determined on an individual basis by the City Council. Factors to be considered in such determinations shall include (without limitation) size of buildings, type of use, number of employees, expected volume and turnover of customer traffic and expected frequency and number of delivery or service vehicles."

   The applicant may wish to explain the proposed traffic circulation in respects to the factors listed identified in subpart 7.b. (ie. in terms of traffic circulation, deliveries, and etc.) if the applicant feels that the proposed dental office is unique or should be considered as an "other use" and not the typical "commercial use".

2. No response required.

   City Comments: Understood.

3. Setbacks are shown on site plan. Is there further information required?

City Comments: The building setback line "BLDSB" appears to be indicated on sheet C1 of the Site Plan however the actual proposed setbacks of the building and the trash enclosure should be noted on the actual plans (ie. Trash enclosure: south lot line: 22 ft., north lot line: XX ft., west lot line: XX ft., east lot line: XX ft. and Building: south lot line: 30 ft., north lot line: XX ft., west lot line: XX ft., east lot line: XX ft.)

4. Owner is checking into whether or not the referenced agreement is in existence. If not, one will be drawn up between two property Owners. City Comments: Understood.

Landscape

5. Please provide clarification on how 27 trees was calculated. Based on the different calculations we have researched, we come up with 16 trees for site perimeter, 4 trees for Hwy. 5 frontage, and 5 trees for parking lot frontage along a street, for a total of 25 trees. There are existing trees on the site that we will plan to include in our final count.

   City Comments:
   See the following City Code Sections for reference as to how staff determined the total number of required trees. Staff has revised the landscape requirements and is requiring 26 trees based on the ordinance language below.

   - Architectural Design Standards – City Code Section 900.06, Subd. 9, E., subpart 15.b.3) states: "One tree shall be provided for each 25 linear feet of parking lot frontage on a public street or accessway."
     - Staff calculated the 25 linear feet using the length of the 15 parking spaces along the north lot line north lot line (135 ft. / 25 ft. = 5.4 or **6 trees**)

   - Landscaping and Fencing – City Code Section 900.07, Subd. B., subpart 1. states: "One (1) tree for every one thousand (1,000) square feet of total building floor area or one (1) tree for every fifty (50) feet of site perimeter, whichever is greater."
     - The site perimeter is greater, requiring a6 trees (site perimeter = 781.55 ft. / 50 ft. = 15.63 or **16 trees**)

   - Landscaping and Fencing - City Code Section 900.07, Subd. B., subpart 7. states: "Additional plantings shall be required for properties fronting State Highway # 5. The following will be required for every 40 ft. of frontage along Highway # 5.
     - a. One (1) three inch (3") minimum deciduous tree. Or, One (1) eight foot (8') minimum coniferous tree.
     - Staff used 148.96 ft. of the south lot line (the portion fronting HWY 5) for determining this criteria as follows: 148.96 ft. / 40 ft. = 3.724 or **4 trees**. All 4 trees must meet the caliper inch or height requirement as required.
     - Any existing trees that are located on the property may be used toward the landscape requirements if they are alive and healthy trees but would need to be noted correctly on the landscape plans. If any existing trees are going to be relocated elsewhere onsite that should be correctly noted on the landscape plans as well.

   - **Please also note the following: City Code Section 900.07, Subd. 2, G. subpart 3. States the following: "The complement of trees fulfilling the requirements of this policy shall be not less than 25% deciduous and not less than 33% coniferous."**

6. This change will be made by the Civil Engineer.

   City Comments: Understood.

7. Please provide clarification. There are no open areas of the parking lot that would require landscaping per the code. The center peninsula between the two parking areas already includes a tree and will have sod.

   City Comments: Understood. Please disregards staff's previous regarding comment # 7. The proposed sod area shall be interpreted as meeting the intent of a "landscaped yard" per City Code Section 900.06, Subd. 9, E., subpart 15. b. 1).

8. This change will be made by the Civil Engineer.

   City Comments: City Comments: Understood.

9. Existing trees in SE corner are NOT to be removed. Civil can show relocated location of existing NE tree.

   City Comments: Understood. Please make sure all of the plan sheets are consistent in terms of existing trees being saved, removed, and/or relocated.

Lighting

10. 25' pole height is indicated on Sheet SL1. I have attached cut sheets of these pole lights with this memorandum.

    City Comments: Understood.

Signage

11. Sign designer and installer will be submitting for signage permit when the time comes.

    City Comments: Understood.

12. Dr Jack Fiedler and Dr Laura Menser are in the process of rebranding their entity. Signage wording will reflect their practice name.

    City Comments: Understood.

Architecture/Design

13. Sample colors of each exterior finish material will be available to view at the Planning Commission and City Council meeting. Final color selections are presently being made.

    City Comments: Understood.

14. Roof plan is not listed as part of your submittal requirements for Site Plan approval. This information will all be included when we submit our construction documents for permit. Roof top units will be what is

proposed, but exact locations won't be established until we are completing the construction documents. Parapets, currently shown on the elevations, will provide screening for these units.

City Comments: Understood. Staff verified that rooftop equipment is not required to be screened in the Highway Business district per the Architectural Design Standards of the City Code, although staff would encourage that it be screened as is being proposed in these comments. Please disregard staff's previous comment regarding comment # 14.

Water

15. Civil will address this item. City Comments: Understood.
16. Civil will address this item. City Comments: Understood.
17. Civil will address this item. City Comments: Understood.
18. Civil will address this item. City Comments: Understood.
19. Civil will address this item. City Comments: Understood.

Sanitary

20. Civil will address this item.

    City Comments: Understood.

Access

21. Civil will address this item.

    City Comments: Understood.

22. Discussion is required for this item. We will require further explanation as to why a sidewalk is required beyond what is shown on the plans. There are two sidewalks shown on the adjacent property that surround the parking directly across from our submitted site plan. There doesn't appear to be a logical explanation for "connecting" these pedestrian walkways, and in doing so parking spaces could potentially be reduced. Maintaining current parking calculations appears to be required. Please provide further explanation regarding this request.

    City Comments:

    City Code Section 900.06, Subd. 9, "Architectural Design Standards", E. "Design Standards, Highway District", subpart 19.b. "Pedestrian and Bicycle Access" requires the pedestrian connection regulation as referenced below. **Please also read through standards b. 1 through 5 within this section, as number 5 also requires bicycle parking.**

    A crosswalk and concrete sidewalk should be installed on the north side of the site to provide connectivity to the parcels to the north and west of the property providing linkage to existing and future developments. Staff is providing a drawing of the connection (attached) for your review.

    "Pedestrian and Bicycle Access

    a. *Objective:* To ensure that pedestrians and bicyclists have safe and convenient access to all retail establishments.

    b. *Standards:*

        1) Sidewalks may be required along some or all public streets that abut the proposed development in order to provide pedestrian connections from all adjacent neighborhoods and activity centers.

        2) A well-defined pedestrian path shall be provided from the sidewalk to each principal customer entrance of a building. Walkways shall be located so that the distance

between street and entrance is minimized. Walkways shall be at least 5 feet in width, and shall be distinguished through pavement material from the surrounding parking lot. Walkways shall be landscaped for at least 50 percent of their length with trees, shrubs, and planting beds.

3) Sidewalks of at least 8 feet in width shall be provided along all front building facades that abut public parking areas.

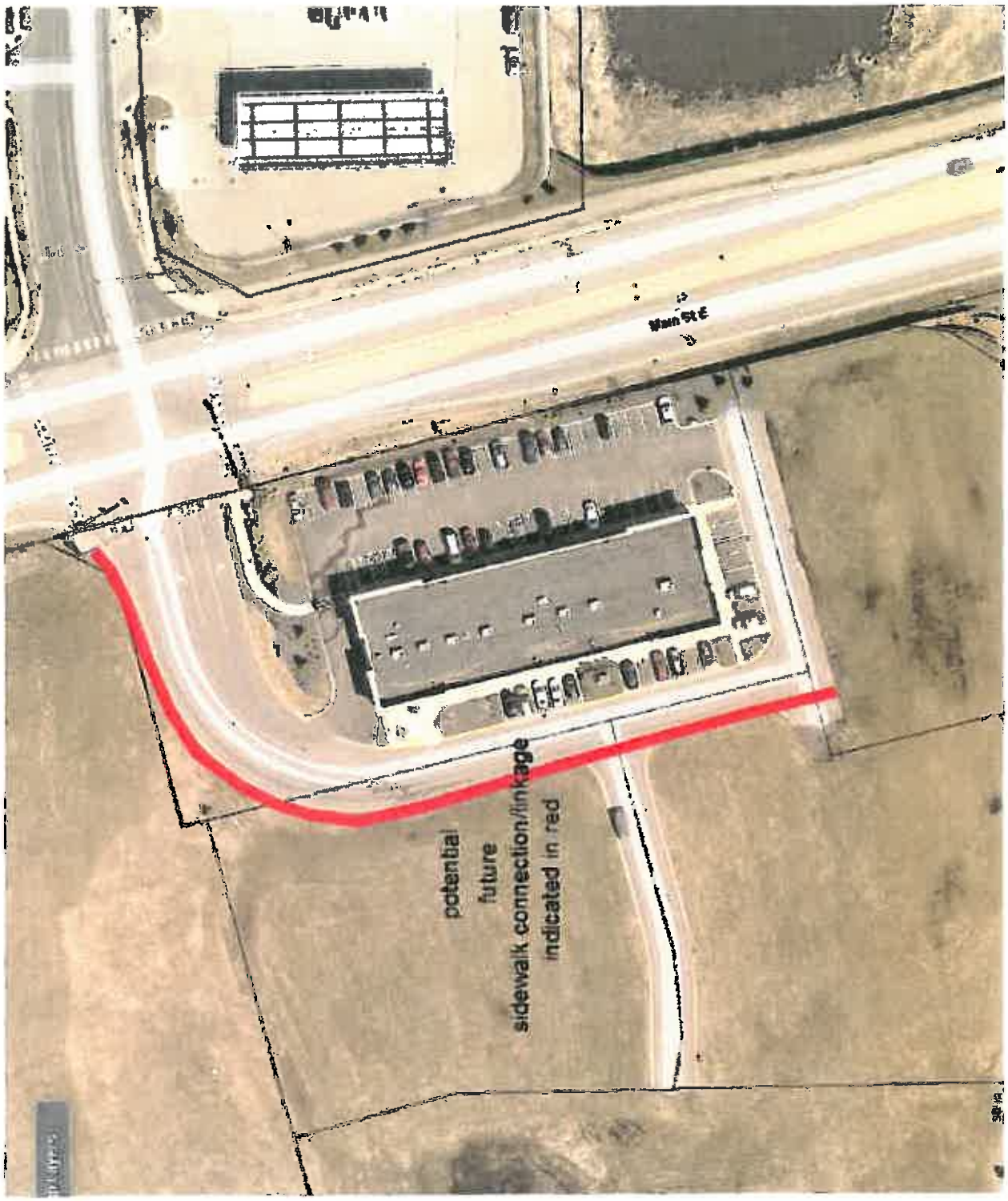
4) Walkways and sidewalks should be defined by design features such as towers, arcades, porticoes, pedestrian-scale light fixtures, planters, and other architectural elements.

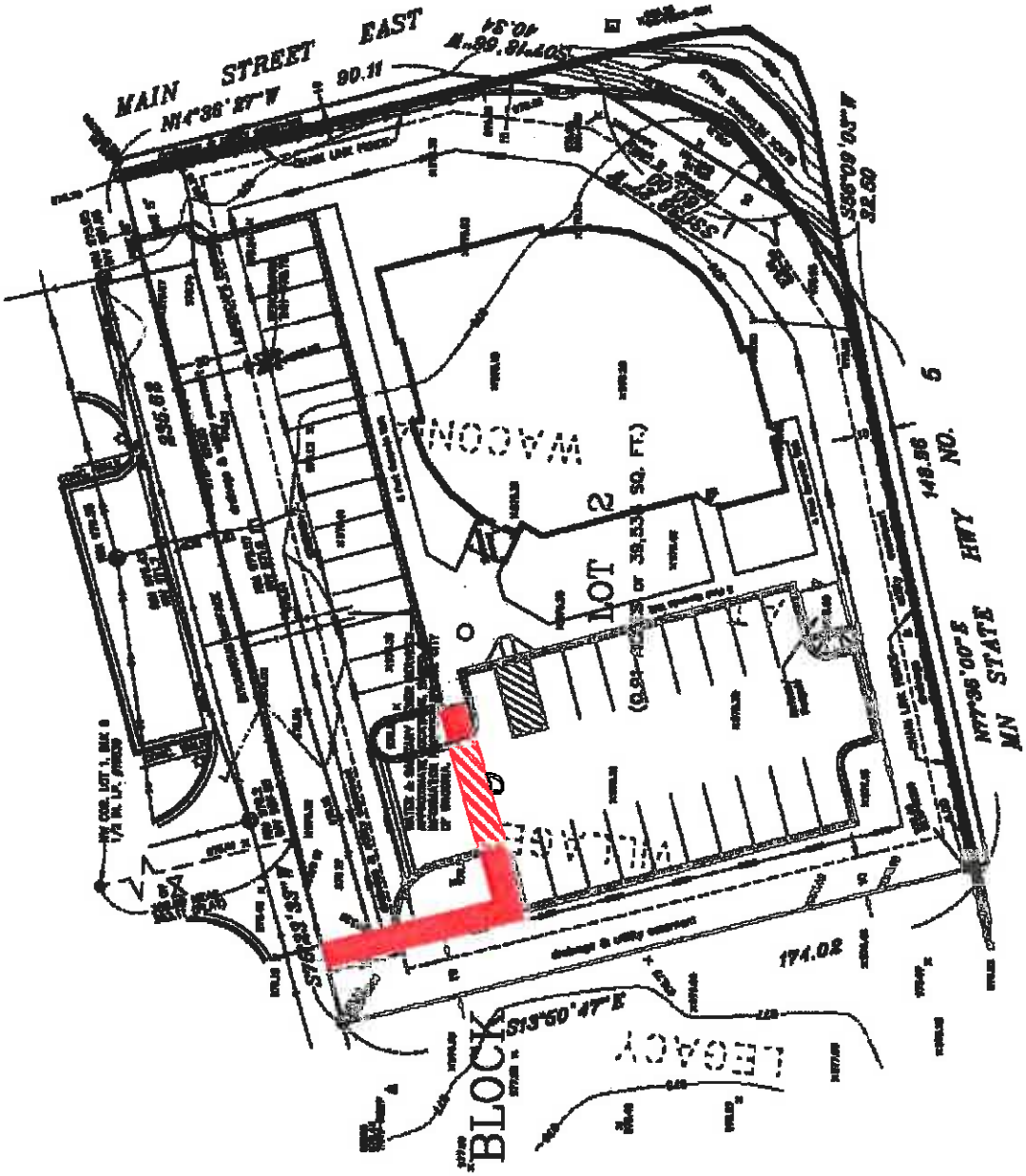
5) Bicycle parking shall be provided in a convenient and visible location no farther from the principal entrance than the closest automobile parking space, at a ratio of 1 space per 25 automobile parking spaces. Bicycle parking shall consist of a bike rack designed so that the bicycle frame can be locked to the rack, subject to the review of the City Engineer."

General

23. A letter will be obtained from CCWMO.

City Comments: Understood.


Main St E
potential
future
sidewalk connection/linkage
indicated in red


MAIN STREET EAST
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90.11
40.34
S56°09'03"W
32.50
WACONIA
LOT 2
148.96
HWY NO. 5
N77°36'00"E
MN STATE
174.02
S13°50'47"E
LEGACY
BLOCK

STRAPKO PAHL
ARCHITECTURE ▸ SPACE PLANNING ▸ INTERIOR DESIGN

To: Angie Perera, Assistant City Planner

Cc: Lane Braaten, City Planner
Dr Jack Fiedler, Owner
Dr. Laura Menser, Owner
Plowe Engineering, Civil Engineer

Date: March 29, 2016

Re: Response to City comments dated 03/24/16

Our responses to Staff Review Comments are listed below:

Parking Design/Spaces/Lot

1. City Code Section 900.09, Subd. 2 "Loading Regulations"
   Subpart 7. "Loading berths required"

   Expected deliveries to the proposed dental office building will be infrequent, not on a daily basis and will be hand carried to the front door by the UPS, FedEx or other delivery person. Size and frequency of deliveries do not lend to the need for a loading berth/dock. Therefore, we request that the city consider the proposed dental office building as an "other use" and not be required to provide a loading berth/dock.

2. No response required

3. Revised civil drawings provide dimensions locating the building and refuse enclosure from the lot lines.

4. Owner is checking into whether or not the referenced agreement is in existence. If not, one will be drawn up between two property Owners.

Landscape

5. Revised Landscape plan indicates 24 new trees plus 2 existing trees for a total of 26 as required by the city ordinance for this site. 65% are deciduous and 35% are coniferous.

6. Revised landscape plan indicates the size of SWO tree in SW corner of lot to be 3".

7. Revised landscape plan indicates sod & seed locations on site.

8. Revised landscape plan indicates sod & seed locations on site.

9. Revised landscape plan shows new trees and all existing trees to remain.

Lighting

10. 25' pole height is indicated on Sheet SL1. Cut sheets of these pole lights were provided to city with previous memo.

Signage

11. Sign designer and installer will be submitting for signage permit when the time comes.

12. Dr Jack Fiedler and Dr Laura Menser are in the process of rebranding their entity. Signage wording will reflect their practice name.

Architecture/Design

13. Sample colors of each exterior finish material will be available to view at the Planning Commission and City Council meeting. Final color selections are presently being made.

14. City has indicated that rooftop screening is not required in the Hwy. Business District. Roof top units will be proposed, exact locations won't be established until we are completing the construction documents. However, Parapets currently shown on the elevations, will provide screening for these units.

Water

15. See revised civil drawings, sheet C2.
16. See revised civil drawings, sheet C2.
17. See revised civil drawings, sheet C2.
18. See revised civil drawings, sheet C2.
19. See revised civil drawings, sheet C2, Water Main Notes.

Sanitary

20. See revised civil drawings, sheet C2, Sanitary Sewer Notes.

Access

21. See revised civil drawings, sheet C3.

22. Crosswalk and concrete sidewalk will be installed on North side of site to provide connectivity for pedestrians and bikers to the parcels to the north and west. See revised civil drawings.

General

23. A letter will be obtained from CCWMO.

SITE PLAN & DESIGN REVIEW SUBMITTAL

Preliminary Design Documents For

Professional Office Buiding

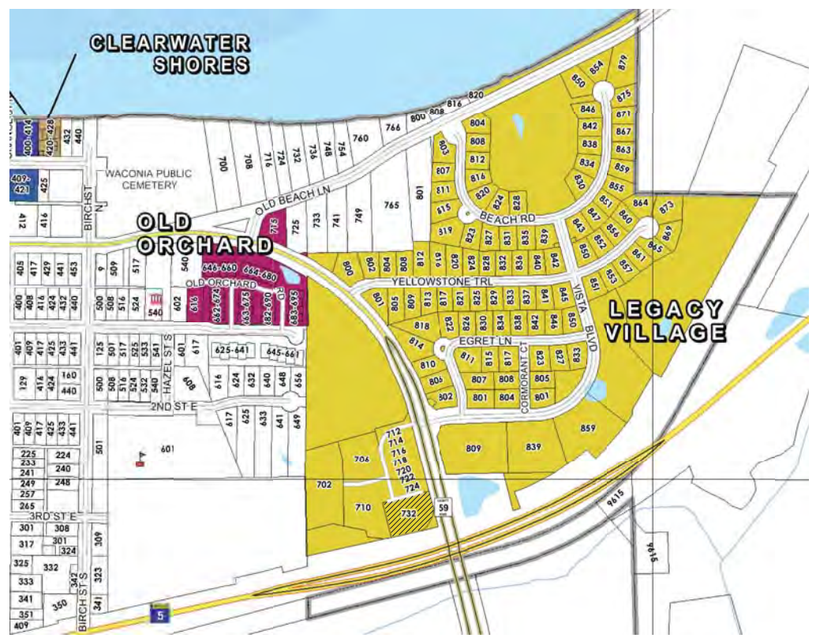
Jack Fiedler, DDS

Laura Menser, DDS

Lot 2, Block 9, Legacy Village

City of Waconia, Carver County, Minnesota

REVISED SUBMITTAL
PER CITY COMMENTS
03-29-16



SHEET INDEX

ARCHITECTURAL
C0.0 COVER SHEET

SURVEY
BOUNDARY & TOPOGRAPHIC SURVEY

CIVIL
C1 TITLE SHEET, SITE PLAN, NOTES & LEGEND
C2 GRADING,DRAINAGE,EROSION CONTROL & UTILITY PLAN
C3 DETAILS

LANDSCAPE
L1 LANDSCAPE PLAN

SITE LIGHTING
SL1 SITE PHOTOMETRIC PLAN

ARCHITECTURAL
A1.0 FLOOR PLAN
A2.0 EXTERIOR ELEVATIONS
A2.1 EXTERIOR ELEVATIONS
A2.2 EXTERIOR ELEVATIONS
A2.3 REFUSE/RECYCLE ENCLOSURE

PROJECT CONSULTANTS

OWNER: FAMILY DENTISTRY
JACK FIEDLER, DDS
LAURA MENSER, DDS
WACONIA, MINNESOTA
TEL.
CONTACT: JACK FIEDLER

ARCHITECT: JAMES A. STRAPKO, ARCHITECT LTD.
4157 MINNEHAHA AVENUE
MINNEAPOLIS, MINNESOTA 55406
TEL. 612-729-4112
FAX 612-729-4831
CONTACT: JIM STRAPKO

CIVIL: PLOWE ENGINEERING, INC.
6776 LAKE DRIVE, SUITE 110
LINO LAKES, MINNESOTA 55014
TEL. 651-361-8210
CONTACT: CHUCK PLOWE

SURVEYOR: E.G. RUD & SONS, INC.
6776 LAKE DRIVE, SUITE 110
LINO LAKES, MINNESOTA 55014
TEL. 651-361-8200
CONTACT: KURT NELSON

SITE LIGHTING: ARCHITECTURAL LIGHTING DESIGNS, INC.
2920 ANTHONY LANE
ST. ANTHONY, MINNESOTA 55418
TEL. 612-252-4111
CONTACT: STEVE HOWELLS

CONTRACTOR: TO BE SELECTED
STREET
CITY, STATE ZIP
TEL.
CONTACT:

PROJECT DATA

SCOPE OF WORK
1. PROFESSIONAL OFFICE BUILDING FOR A DENTAL OFFICE.

PROJECT:

GROSS BUILDING AREA:	6373 SQ.FT.
GROSS FLOOR AREA(DENTAL OFFICE):	6186 SQ.FT.
OCCUPANCY:	B
CONSTRUCTION TYPE:	V-B
AUTOMATIC SPRINKLER SYSTEM:	TO BE DETERMINED
FIRE ALARM & SMOKE DETECTION:	YES
NUMBER OF STORIES:	1

PRELIMINARY

STRAPKO PAHL

James A. Strapko Diane Pahl Strapko
4157 Minnehaha Avenue, Minneapolis, MN 55406
t:612-729-4112 f:612-729-4831 www.strapko.com

PROFESSIONAL OFFICE BUILDING
Jack Fiedler, DDS & Laura Menser, DDS
Lot 2, Block 9, Legacy Village
Waconia, Minnesota

SITE PLAN REVIEW PACKAGE
COVER SHEET

SD ISSUE
03-03-16

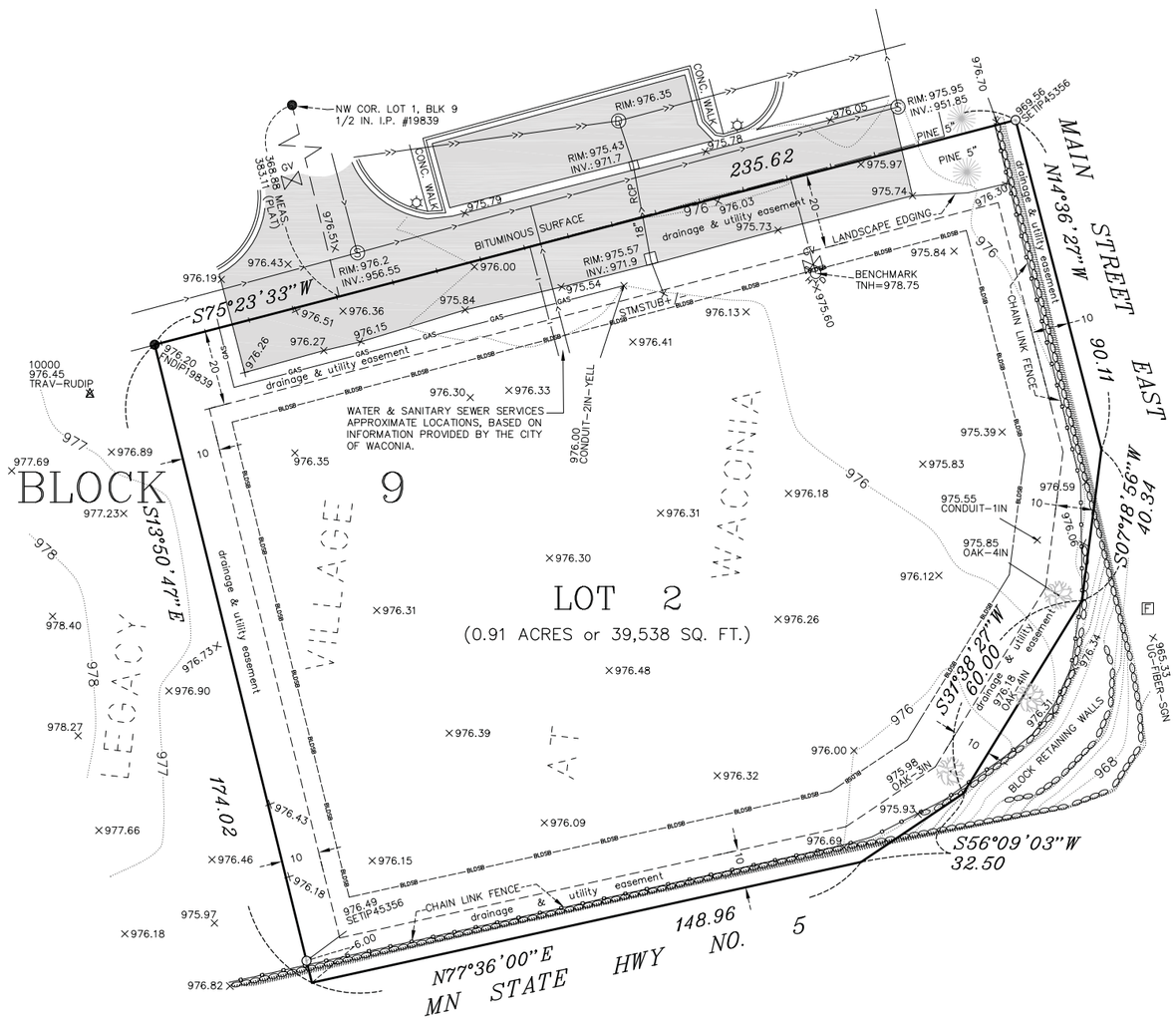
CD
C0.0

CERTIFICATE OF SURVEY

~for~ STRAPKO PAHL

~of~ *Lot 2, Block 9, LEGACY VILLAGE AT WACONIA, Carver County, Minnesota.*

Location: 732 Vista Blvd. Waconia, MN PID: 753131010



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 45356
- DENOTES CABLE PEDESTAL
- DENOTES FIBER OPTIC BOX
- DENOTES CATCH BASIN
- DENOTES STORM SEWER MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES LIGHT POLE
- DENOTES EXISTING CONTOURS. 1 foot minor & 5 foot major Interval
- x 952.36 DENOTES EXISTING SPOT ELEV.
- DENOTES EXISTING STORM
- DENOTES EXISTING SANITARY
- DENOTES EXISTING WATER
- GAS DENOTES UNDERGROUND GAS
- BLDSB DENOTES BUILDING SETBACK LINE

BENCHMARK

Top Nut Hydrant (TNH) on Lot 2, Block 9, LEGACY VILLAGE AT WACONIA. TNH=978.75 NAVD88

NORTH

Bearings shown are based upon the record plat: LEGACY VILLAGE AT WACONIA

GRAPHIC SCALE

20 0 10 20

(IN FEET)

NOTES

– Field survey was completed by E.G. Rud and Sons, Inc. on 5FEB16.

– This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

– Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454–0002 for verification of utility type and field location, prior to excavation.

– Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.

– Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.

– The City of Waconia 2015 zoning map found on the City's website indicates that the surveyed premises shown on this survey is currently zoned B–1 (Highway Business District) under the applicable zoning regulations, and that the current setbacks are:

Building: Front = 25 feet
Street side = 20 feet
Interior side = 15 feet
Rear yard = 20 feet

For additional information contact the Planning and Zoning Department at the City of Waconia at (952) 442–3106.

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

KURT D. NELSON

Date: 12FEB16 License No. 45356

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
990 - 5th Ave. SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025
www.egrud.com

DRAWN BY: KDN	JOB NO: 16060LS	DATE: 12FEB16	
CHECK BY: KDN	SCANNED ☐		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY

FIEDLER, D.D.S.

TITLE SHEET, NOTES & LEGEND

WACONIA, MINNESOTA

LEGEND

OHW	EXISTING OVERHEAD ELECTRIC
TEL	EXISTING UNDERGROUND TELEPHONE
CBL	EXISTING UNDERGROUND CABLE
	EXISTING TELEPHONE PEDESTAL
	EXISTING ELECTRICAL PEDESTAL
	EXISTING CABLE PEDESTAL
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING STORM SEWER
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER
FM	EXISTING FORCEMAIN
	EXISTING STORM MANHOLE
	EXISTING CATCH BASIN
	EXISTING FLARED-END SECTION
	EXISTING GATE VALVE
	EXISTING HYDRANT
	EXISTING WELL
	EXISTING SANITARY SEWER MANHOLE
930 928	EXISTING CONTOUR
920.99 GE	EXISTING SPOT ELEVATION
907.47 GE	EXISTING SPOT ELEVATION (MATCH INTO ELEVATION)
	EXISTING BITUMINOUS
	EXISTING BITUMINOUS (TO BE REMOVED)
	EXISTING TREES
	EXISTING TREES (TO BE REMOVED)
	EXISTING RETAINING WALL
	EXISTING FENCE
WET	EXISTING WETLAND
	PROPOSED WATER PIPE
	PROPOSED SANITARY SEWER PIPE
	PROPOSED STORM SEWER PIPE
	PROPOSED DRAINTILE AND CLEAN-OUT
ELEC	PROPOSED ELECTRIC SERVICE *
GAS	PROPOSED GAS SERVICE *
TEL	PROPOSED TELEPHONE SERVICE *
	PROPOSED STORM MANHOLE
	PROPOSED CATCH BASIN
	PROPOSED FLARED-END SECTION
	PROPOSED GATE VALVE
	PROPOSED HYDRANT
	PROPOSED SANITARY SEWER MANHOLE
928 930	PROPOSED CONTOUR
920.60	PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
	PROPOSED SILT FENCE
4.0%	PROPOSED DIRECTION OF DRAINAGE
	PROPOSED BITUMINOUS
	PROPOSED CONCRETE
	PROPOSED RIP-RAP
	PROPOSED FILTRATION MEDIA
	PROPOSED INLET PROTECTION
	PROPOSED HEAVY-DUTY PAVEMENT
	PROPOSED ENKAMAT

GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CALL "811" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS.

THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, AND WATER MAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAIL PLATES.

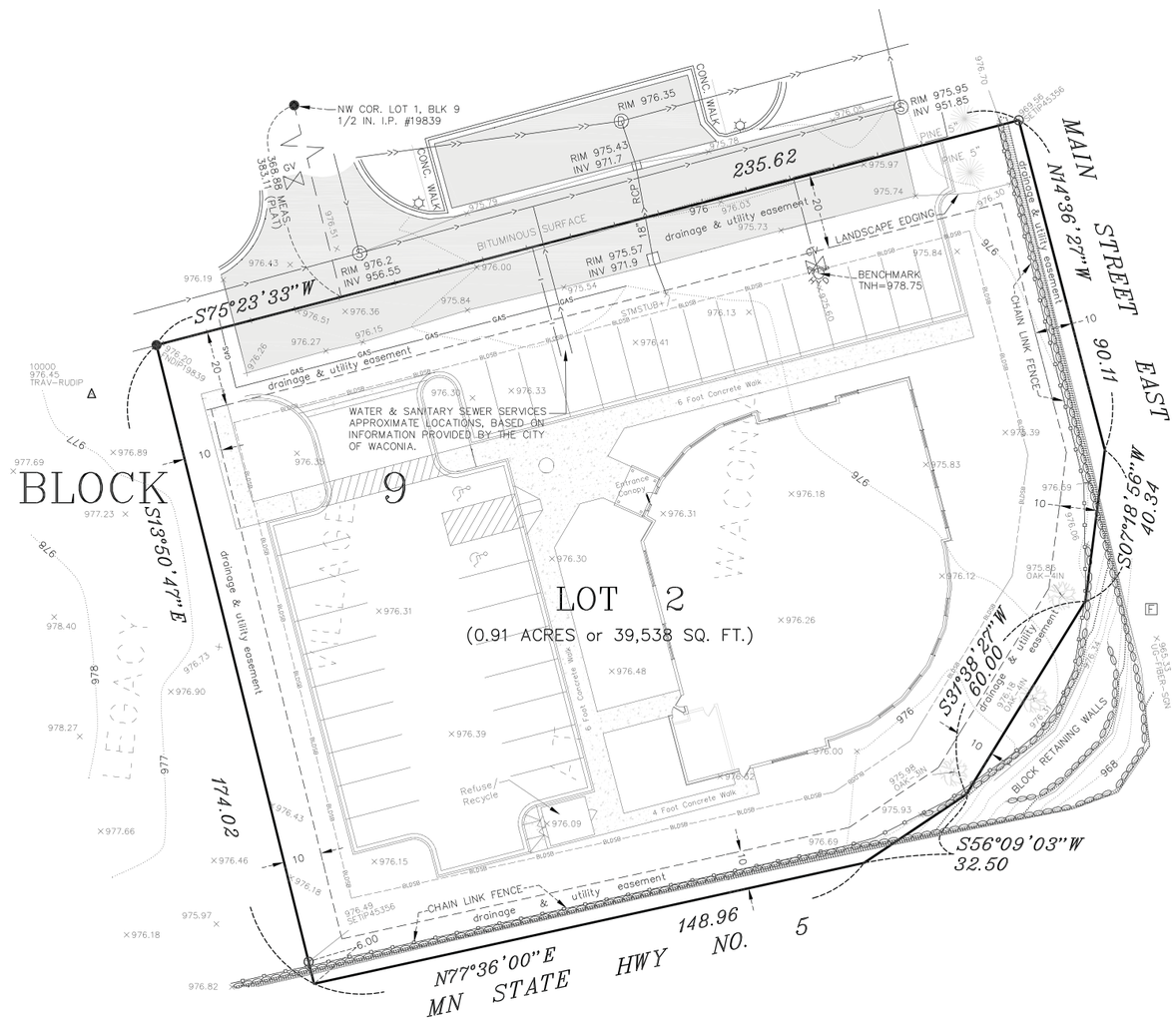
THE CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.

STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

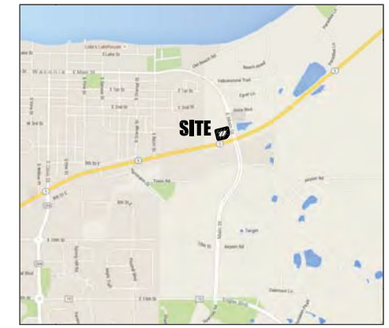
NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.

811 Know what's **below.** **Call** before you dig.



VICINITY MAP



N.T.S.

SHEET INDEX

C1 TITLE SHEET, NOTES & LEGEND
C2 GRADING, DRAINAGE, ESC & UTILITY PLAN
C3 DETAILS
L1 LANDSCAPE PLAN

DRAWN BY: C.M.	DESIGN BY: C.W.P.
CHCKD BY: C.W.P.	PROJ. NO. 16-1600
ORIGINAL DATE: MARCH 3, 2016	

DATE	REVISION DESCRIPTION

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

CHARLES W. PLOWE

DATE: 03.29.2016 LIC. NO. 18227

FIEDLER, D.D.S.
WACONIA, MINNESOTA
TITLE SHEET, NOTES & LEGEND

PREPARED FOR:
STRAPKO PAHL

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH

0 10 20
1 INCH = 20 FEET

C1

LEGEND

OHW	EXISTING OVERHEAD ELECTRIC
TEL	EXISTING UNDERGROUND TELEPHONE
CBL	EXISTING UNDERGROUND CABLE
	EXISTING TELEPHONE PEDESTAL
	EXISTING ELECTRICAL PEDESTAL
	EXISTING CABLE PEDESTAL
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING STORM SEWER
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER
FM	EXISTING FORCEMAIN
	EXISTING STORM MANHOLE
	EXISTING CATCH BASIN
	EXISTING FLARED-END SECTION
	EXISTING GATE VALVE
	EXISTING HYDRANT
	EXISTING WELL
	EXISTING SANITARY SEWER MANHOLE
930 / 928	EXISTING CONTOUR
920.99	EXISTING SPOT ELEVATION
897.42 / 897.42	EXISTING SPOT ELEVATION (MATCH INTO ELEVATION)
	EXISTING BITUMINOUS
	EXISTING BITUMINOUS (TO BE REMOVED)
	EXISTING TREES
	EXISTING TREES (TO BE REMOVED)
	EXISTING RETAINING WALL
	EXISTING FENCE
WET	EXISTING WETLAND
	PROPOSED WATER PIPE
	PROPOSED SANITARY SEWER PIPE
	PROPOSED STORM SEWER PIPE
	PROPOSED DRAINTILE AND CLEAN-OUT
ELEC	PROPOSED ELECTRIC SERVICE *
GAS	PROPOSED GAS SERVICE *
TEL	PROPOSED TELEPHONE SERVICE *
	PROPOSED STORM MANHOLE
	PROPOSED CATCH BASIN
	PROPOSED FLARED-END SECTION
	PROPOSED GATE VALVE
	PROPOSED HYDRANT
	PROPOSED SANITARY SEWER MANHOLE
928 / 930	PROPOSED CONTOUR
920.60	PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
	PROPOSED SILT FENCE
4.0%	PROPOSED DIRECTION OF DRAINAGE
	PROPOSED BITUMINOUS
	PROPOSED CONCRETE
	PROPOSED RIP-RAP
	PROPOSED FILTRATION MEDIA
	PROPOSED INLET PROTECTION
	PROPOSED HEAVY-DUTY PAVEMENT
	PROPOSED ENKAMAT

GENERAL NOTES

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CURB & BITUMINOUS NOTES

REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.

SAW-CUT EXISTING BITUMINOUS AND CONCRETE CURB TO PROVIDE BUTT-JOINT.

RESTORE DISTURBED STREET TO EXISTING OR BETTER SECTION.

BACKFILLING OF CURB IS INCIDENTAL TO CURB INSTALLATION.

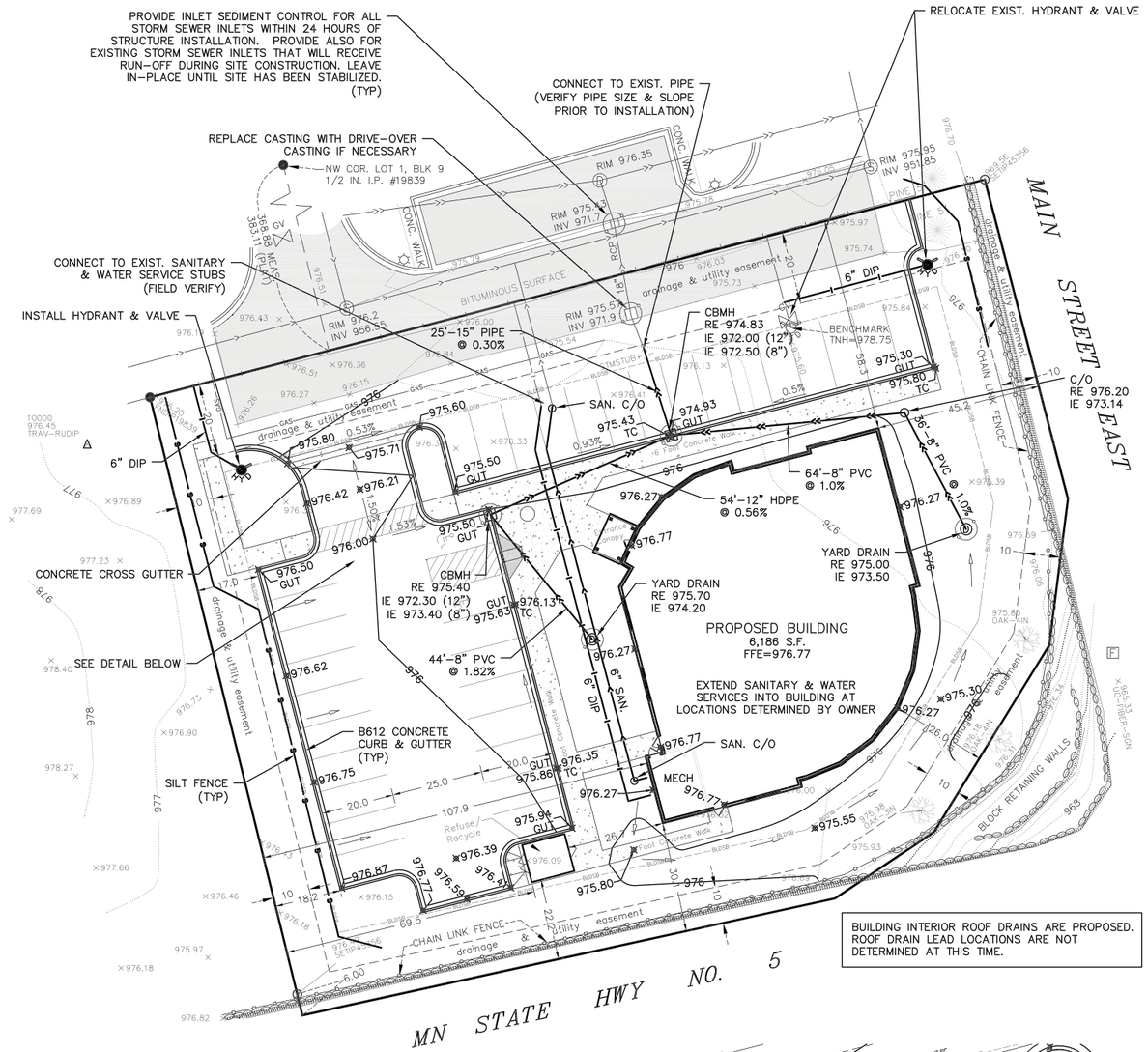
FOUR INCHES OF CLASS 5 UNDER CURB IS INCIDENTAL TO CURB INSTALLATION.

CURB ENDS SHALL TERMINATE IN A THREE-FOOT BEAVER TAIL.

SANITARY SEWER NOTES

EXISTING SANITARY SEWER LOCATION, SIZE, AND ELEVATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED SANITARY SEWER SHALL BE PVC SDR-26.



STORM SEWER NOTES

FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

WHEN CALLED OUT AS PIPE, STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) ANSI C76 WITH R-4 GASKETS OR, IF ALLOWED BY CITY, HDPE PIPE MAY BE USED. (SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED.) HDPE PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S WITH WATERTIGHT CONNECTIONS. USE SAND/GRANULAR MATERIAL FOR BACKFILLING AND COMPACTION OF HDPE/PVC PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM 2321.

STORM SEWER LENGTHS INCLUDE THE LAYING LENGTH OF THE FLARED-END SECTION. LAYING LENGTH OF APRON TO BE DEDUCTED FROM PAYMENT LENGTH OF PIPE.

ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820.

STORM SEWER PIPES TO BE JOINED TO THE CATCH BASIN MANHOLES W/ APPROVED RESILIENT RUBBER JOINTS TO MAKE THEM GASTIGHT OR WATERTIGHT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.

WATER MAIN NOTES

EXISTING WATER SERVICE LOCATION AND SIZE SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROVIDE PIPE INSULATION WHERE SEWER (SANITARY OR STORM) CROSSES WITHIN 18" OF WATER SERVICE.

PROPOSED WATER SERVICE SHALL BE 6" DIP CL 52.

MECHANICAL JOINTS SHALL BE USED FOR WATER MAIN PIPES 4" IN DIAMETER AND LARGER. RUBBER GASKETS SHALL CONFORM TO AWWA C111 (ANSI A21.11).

MAINTAIN MINIMUM 7.5-FT COVER TO TOP OF ALL WATER MAIN PIPE.

TAPS OF LIVE WATER MAINS TO BE DONE BY CITY FORCES; HOWEVER, THEY SHALL BE PAID FOR AND COORDINATED BY THE CONTRACTOR.

ALL COMPONENTS OF THE WATER SYSTEM, UP TO THE WATER METER OR FIRE SERVICE EQUIPMENT, SHALL UTILIZE PROTECTIVE INTERNAL COATINGS MEETING CURRENT ANSI/AWWA STANDARDS FOR CEMENT MORTAR LINING OR SPECIAL COATINGS.

COMBINATION FIRE AND DOMESTIC SERVICES MUST TERMINATE WITH A THREAD-ON FLANGE OR AN MJ-TO-FLANGE ADAPTER.

ALL DUCTILE IRON PIPE, HYDRANT LEADS, AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE ENCASEMENT.

GRADING, DRAINAGE & EROSION CONTROL NOTES

PRIOR TO ANY GRADING OPERATIONS, THE CONTRACTOR SHALL PROVIDE WIMCO INLET PROTECTION (OR OTHER APPROVED EQUAL) FOR ALL STORM SEWER INLETS THAT WILL RECEIVE RUN-OFF FROM CONSTRUCTION ACTIVITIES .

CONTRACTOR TO PROVIDE TOPSOIL STOCKPILES AT LOCATION DESIGNATED BY OWNER. PLACE STOCKPILES AS FAR FROM DRAINAGE WAYS AS POSSIBLE. PROVIDE SILT FENCE AT DOWNSTREAM SIDE OF STOCKPILE LOCATIONS. IF STOCKPILE IS TO BE IN-PLACE LONGER THAN 7 DAYS, PROVIDE SEED AND MULCH.

THE CONTRACTOR SHALL PROVIDE ALL SOD, SEED, MULCH AND FERTILIZER WHICH SHALL CONFORM WITH THE FOLLOWING MNDOT SPECIFICATIONS AS MODIFIED BELOW.

ITEM	MNDOT SPECIFICATION/NOTES
SOD	3878
SEED **	3876
* FOR TURF ESTABLISHMENT	
COMMERCIAL TURF	MNDOT MIX 25-131 (220 LBS/ACRE)
RESIDENTIAL TURF	MNDOT MIX 25-131 (120 LBS/ACRE)
TEMPORARY FALL COVER	MNDOT MIX 21-112 (100 LBS/ACRE)
SPRING/SUMMER	MNDOT MIX 21-111 (100 LBS/ACRE)
SOIL-BUILDING COVER	MNDOT MIX 21-113 (110 LBS/ACRE)
1-2 YEARS COVER	MNDOT MIX 22-111 (30.5 LBS/ACRE)
2-5 YEARS COVER	MNDOT MIX 22-112 (40 LBS/ACRE)
MULCH	3882 (TYPE 1 - DISC ANCHORED)
FERTILIZER	3881
WOOD FIBER BLANKET	3885 (CATEGORY 2)

* MOW A MINIMUM OF:
RESIDENTIAL TURF - ONCE PER 2 WEEKS
COMMERCIAL TURF - ONCE PER 4 WEEKS

** SEEDED AREAS SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

ALL EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS OR IMPLEMENTED IN THE FIELD SHALL BE IN ACCORDANCE WITH THE CITY AND NPDES PHASE II PERMIT REQUIREMENTS, AND THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS BEST MANAGEMENT PRACTICES FOR MINNESOTA."

THE CONTRACTOR SHALL PROVIDE DESIGNATED CONCRETE TRUCK WASHOUT AREA WITH APPROPRIATE SIGNAGE. WASHOUT AREA IS TO BE A MINIMUM OF 50' FROM STORM DRAINS, DITCHES, PONDS, OR OTHER STORMWATER FEATURES. ALL LIQUID AND SOLID WASTE GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER (E.G. COMPACTED CLAY LINER, IMPERMEABLE GEO-MEMBRANE). AFTER WASTE CONCRETE IS SET, BREAK-UP AND DISPOSE OF PROPERLY.

THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF BUILDING CONSTRUCTION. SILT FENCE TO BE REMOVED ONLY AFTER COMPLETION OF BUILDING CONSTRUCTION AND UPON ESTABLISHMENT OF VEGETATION.

THE CONTRACTOR SHALL PAY SPECIAL ATTENTION TO ALL ADJACENT PROPERTY LINES AND MAKE SURE THE EROSION CONTROL PRACTICES IN-PLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.

THE CONTRACTOR SHALL PROVIDE WOOD FIBER BLANKET FOR ALL AREAS OF CONCENTRATED FLOW AND FOR ALL SLOPES 3:1 OR GREATER.

IF ANY SLOPES APPEAR TO BE FAILING, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SILT FENCE, BIOROLLS AND EROSION CONTROL BLANKET AS NEEDED.

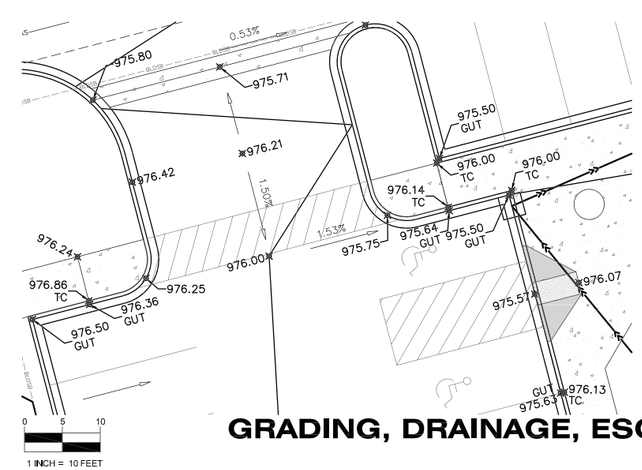
THE CONTRACTOR SHALL FINAL GRADE SWALE AREAS UPON STABILIZATION OF UPSTREAM AREAS.

THE CONTRACTOR SHALL SOD ALL DISTURBED DRAINAGE AREAS, INCLUDING SWALES, OVERFLOWS, AROUND STORM SEWER FLARED-END SECTIONS, AND OFF-STREET CATCH BASINS.

UPON GRADING COMPLETION THE CONTRACTOR SHALL PROVIDE NATIVE TOPSOIL, SEED, AND MULCH ANCHORED WITH A STRAIGHT SET DISC WITHIN 48 HOURS OF FINAL GRADING.

EXCESS SOIL SHOULD BE TREATED LIKE OTHER EXPOSED SOIL AND STABILIZED WITHIN 72 HOURS. ANY SOIL STOCKPILES ARE TO HAVE SILT FENCE PLACED ON DOWNSTREAM SIDES AND SHALL NOT BE PLACED IN SURFACE WATERS.

ADJACENT STREETS SHALL BE KEPT CLEAN OF CONSTRUCTION MATERIALS, DIRT, AND OTHER UNDESIRABLE MATERIALS. WHEN MATERIALS OR DEBRIS HAVE WASHED/FLOWED ONTO ADJACENT STREETS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO SWEEP/SCRAPE STREETS AS NECESSARY OR AS DIRECTED BY THE CITY.



Know what's below. Call before you dig.

GRADING, DRAINAGE, ESC & UTILITY PLAN
FIEDLER, D.D.S.

DRAWN BY: C.M.	DESIGN BY: C.W.P.
CHCKD BY: C.W.P.	PROJ. NO. 16-1600

ORIGINAL DATE: MARCH 3, 2016

DATE	REVISION DESCRIPTION

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

CHARLES W. PLOWE LIC. NO. 18227

DATE: 03.29.2016

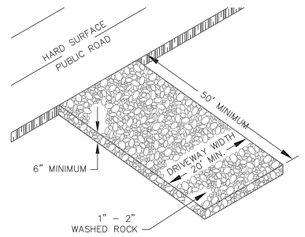
FEIDLER, D.D.S.
WACONIA, MINNESOTA
GRADING, DRAINAGE, ESC & UTILITY PLAN

PREPARED FOR:
STRAPKO PAHL

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

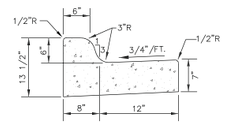
NORTH
0 10 20
1 INCH = 20 FEET

C2



ROCK CONSTRUCTION ENTRANCE

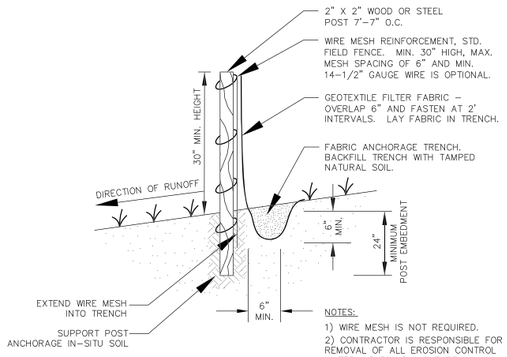
NOT TO SCALE



NOTE: FOR MECHANICALLY LAID CURB, SHOE MAY BE TILTED.

B612 CONCRETE CURB AND GUTTER

NOT TO SCALE

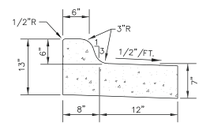


NOTES:

1) WIRE MESH IS NOT REQUIRED.
2) CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL EROSION CONTROL MATERIALS FOLLOWING TURF ESTABLISHMENT.

EROSION CONTROL FENCE

NOT TO SCALE



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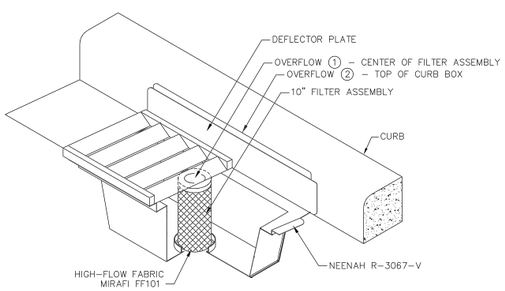
B612 CONCRETE CURB AND GUTTER

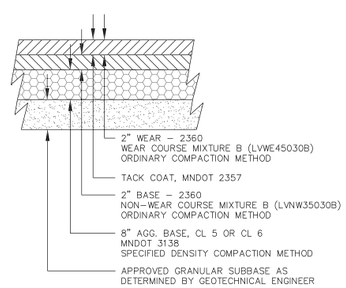
TIP-OUT

NOT TO SCALE



WIMCO INLET PROTECTION

NOT TO SCALE



PAVING SHALL CONFORM TO THE LATEST EDITION OF MNDOT'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CITY'S STANDARDS FOR STREET AND UTILITY CONSTRUCTION.

GEOTECHNICAL ENGINEER TO REVIEW ON–SITE SOILS AND PAVEMENT SECTION PRIOR TO ANY INSTALLATIONS.

PROPOSED BITUMINOUS

NOT TO SCALE

811 Know what's below. Call before you dig.

DETAILS
FIEDLER, D.D.S.

DRAWN BY: C.M.	DESIGN BY: C.W.P.
CHCKD BY: C.W.P.	PROJ. NO. 16-1600

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C3

LANDSCAPING NOTES

STAKE AND/OR MARK ALL PLAN PLANTING LOCATIONS PRIOR TO INSTALLATION. OWNER TO APPROVE ALL LOCATIONS PRIOR TO INSTALLATION.

ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.

ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.

ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE.

ALL TREES MUST BE PLANTED, MULCHED, AND STAKED AS SHOWN IN THE DETAILS.

MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. USE 4" FOR TREES, SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.

PLANTING SOIL SHALL HAVE A pH RANGE OF 5.00 TO 8.00. SOIL SHALL BE DECOMPACTED AND FREE OF STICKS, STONES, AND OTHER DEBRIS. SOIL SHALL CONTAIN NO LESS THAN 5% ORGANIC COMPOST AND 25% SAND. FOR PLANTING OF SHRUBS, PERENNIALS, AND ORNAMENTAL GRASS, A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED ON THE AFFECTED AREAS BEFORE INSTALLATION. FOR ESTABLISHMENT OF TURF, A MINIMUM OF DEPTH OF 6" OF TOPSOIL SHALL BE PLACED ON THE AFFECTED AREAS BEFORE INSTALLATION OF SOD OR SEED.

SOIL SAMPLES SHOULD BE SUBMITTED WITH AMENDMENT PROCEDURES INDICATED PRIOR TO INSTALLATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.

PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MN/DOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.

MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE, INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.

WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

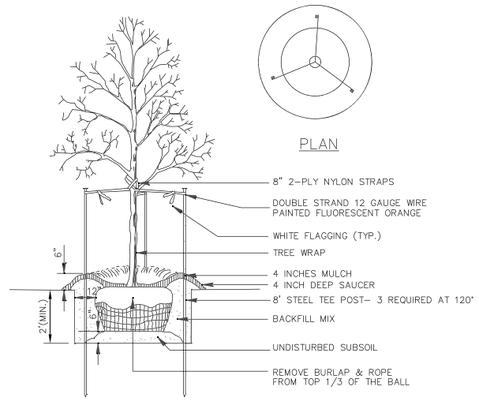
WHERE IRRIGATION SYSTEMS ARE INSTALLED, SAID SYSTEMS SHALL HAVE WATER SENSOR DEVICES TO AVOID OVERWATERING AND TIMING DEVICES TO ENSURE IRRIGATION IS CONDUCTED DURING THE HOURS PERMITTED BY THE CITY WATER RESTRICTION REQUIREMENTS.

ALL DISTURBED AREAS TO BE TURF SEEDED, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

ALL WORK TO BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT TIME OF ACCEPTANCE BY OWNER. CONTRACTOR TO MAKE ALL REPLACEMENTS IN A TIMELY MANNER.

ALL MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.

WHEN STAKING OR GUYING OF TREES IS REQUIRED, IT SHALL OCCUR SO AS NOT TO CREATE ANY HAZARDS OR UNSIGHTLY OBSTACLES. ALL WIRES SHALL BE ENCASED IN HOSE TO PREVENT TREE DAMAGE.



NOTE: SEE PLANTING NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

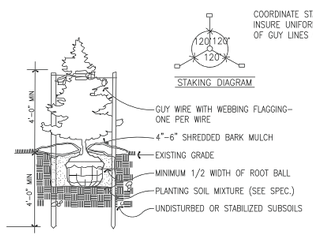
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

1. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING
2. TRIM OUT DEAD WOOD AND WEAK AND/OR DEFORMED TWIGS. DO NOT CUT A LEADER. DO NOT PAINT CUTS.
3. SET PLANT ON UNDISTURBED NATIVE SOIL OR THOROUGHLY COMPACTED BACKFILL SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE.
4. PLACE PLANT IN PLANTING HOLE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT. BACKFILL WITHIN APPROX. 12" OF THE TOP OF ROOTBALL, WATER PLANT. REMOVE TOP 1/3 OF THE BASKET OR THE TOP TWO HORIZONTAL RINGS, WHICHEVER IS GREATER. REMOVE ALL BURLAP AND NAILS FROM TOP 1/3 OF THE BALL. REMOVE ALL TWINE.
5. PLUMB AND BACKFILL WITH BACKFILL SOIL.
6. WATER TO SETTLE PLANTS AND FILL VOIDS.
7. WATER WITHIN TWO HOURS OF INSTALLATION. WATERING MUST BE SUFFICIENT TO THOROUGHLY SATURATE ROOT BALL AND PLANTING HOLE.
8. PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.

NOTE: GUY ASSEMBLY OPTIONAL BUT CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR MAINTAINING TREE IN A PLUMB POSITION FOR THE DURATION OF THE GUARANTEE PERIOD

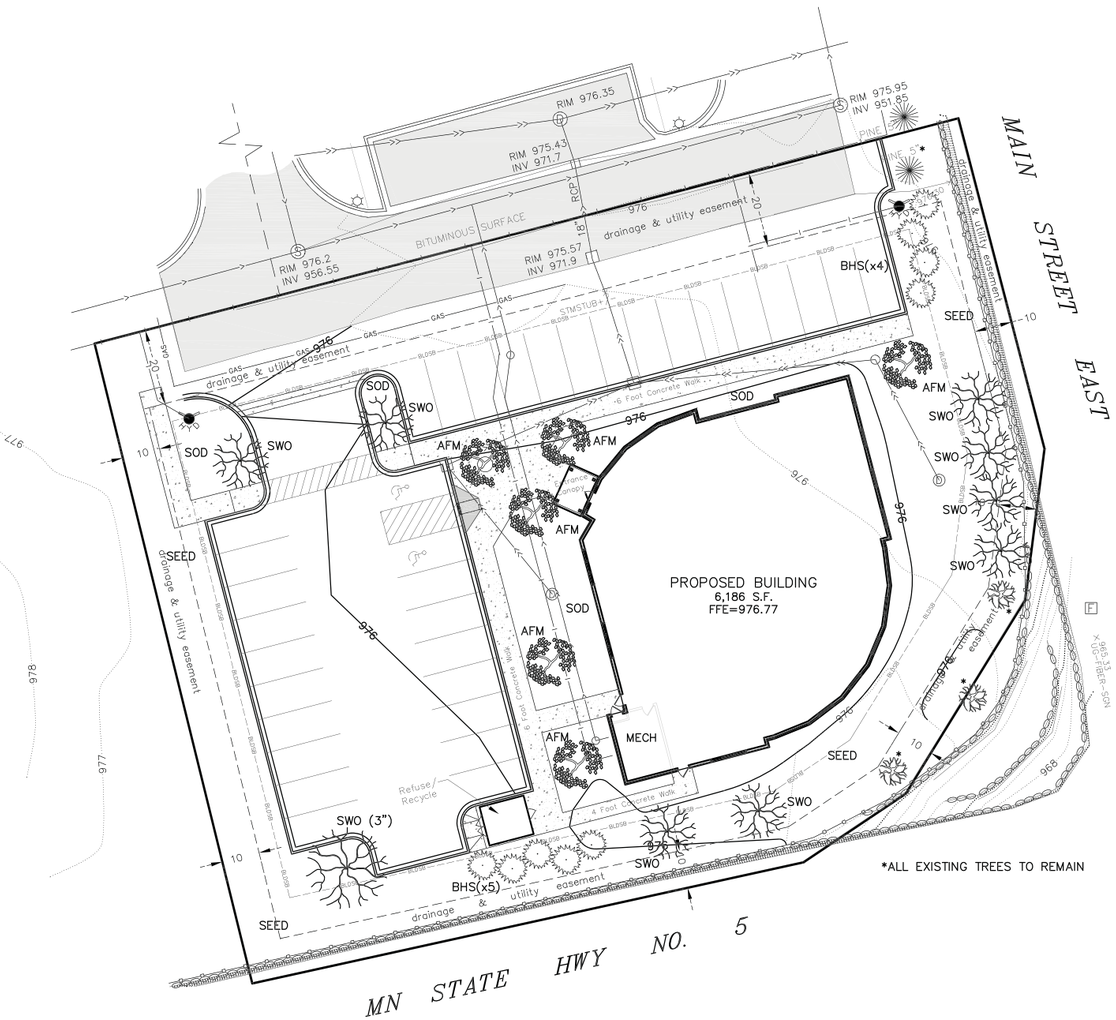
GUY ASSEMBLY- 16" POLYPROPYLENE OR POLYETHYLENE (40 MIL) 1-1/2" WIDE STRAP (TYP) DOUBLE STRAND 10 GA. WIRE, 2-7" ROLLED STEEL POSTS (MnDOT 3401) @ 180° O.C. (SEE STAKING DIAGRAM)



CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE AT INSTALL
DECIDUOUS TREES					
	AFM	6	ACER RUBRUM	AUTUMN FLAME MAPLE	2-1/2" B&B
	SWO	9	QUERCUS BICOLOR	SWAMP WHITE OAK	2-1/2" B&B
CONIFEROUS TREES					
	BHS	9	PICEA GLAUCA DENSATA	BLACK HILLS SPRUCE	6' HEIGHT B&B



Know what's below. Call before you dig.

LANDSCAPE PLAN
FIEDLER, D.D.S.

DRAWN BY: C.M.	DESIGN BY: C.W.P.
CHCKD BY: C.W.P.	PROJ. NO. 16-1600

ORIGINAL DATE: MARCH 3, 2016

DATE	REVISION DESCRIPTION

FIEDLER, D.D.S.
WACONIA, MINNESOTA
LANDSCAPE PLAN

PREPARED FOR:
STRAPKO PAHL

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH

0 10 20
1 INCH = 20 FEET

L1

(3) POLE LIGHTS
25 FOOT HIGH POLES

Calculation Summary							
Project: Fiedler_site plan_02_29_16 -- 2016-Mar-01 10h-03m-28s							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	0.71	1.08	0.03	23.67	36.00
Parking Lot_1	Illuminance	Fc	2.06	6.64	0.03	68.67	221.33
Parking Lot_2	Illuminance	Fc	1.62	6.60	0.03	54.00	220.00

1 SITE PHOTOMETRIC PLAN
SL1 1" = 20'-0"

PLAN NORTH

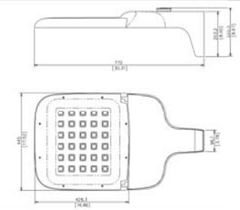
LEOTEK LITE-ON GROUP

Project
Type
Catalog No.

ARIETA™18 LED Area Luminaire
AR18

Luminaire Data

Weight 24 lbs [10.9 kg]
EPA 0.55 ft²



Ordering Information

Sample Catalog No. AR18 20M MV NW 3 DB 700 HSS

Product	LED No. & Type	Voltage	Nominal Color Temperature[1]	Distribution	Finish[2]	Drive Current[3]	Options
AR18	6M 10M 15M 18M 20M 24M 30M	MV 120-277V HV 347-480V	NW 4000K CW 5000K	2 Type 2 3 Type 3 4 Type 4 5 Type 5	BK Black DB Dark bronze WH White	350 350mA 530 530mA 700 700mA	BSK Bird Spider Kit RPA Round Pole Adaptor HSS[4] House Side Shield FDC[5] Fixed Drive Current PCR NEMA Photocontrol Receptacle PCR5 ANSI 5-wire Photocontrol Receptacle PCR7 ANSI 7-wire Photocontrol Receptacle SC PCR Shorting Cap MSL7[6] Motion Sensor with L7 Lens MSL3[6] Motion Sensor with L3 Lens FSIR100 Motion Sensor Configuration Tool PPS[7] Programmable Power Supply ORR Optics Rotated Right ORL Optics Rotated Left WL Utility Wattage Label

Notes:
1 4000K AND 5000K standard, consult factory for other color temperatures.
2 Black, Dark Bronze or White standard, consult factory for other finishes.
3 Factory set drive current, field adjustable standard. Refer to performance data on page 3.
4 Flush mounted shield factory installed, also available for field installation. House Side Shield cuts light off at 1/2 mounting height behind luminaire.
5 Non-field adjustable drive current. Specify 350mA, 530mA or 700mA setting.
6 Motion Sensor available with MV only. Motion Sensor default setting dims luminaire to 50% warm no motion detected for 5 minutes. Field adjustable using FSIR100 for alternate settings. See L7 or L3 Lens coverage details on page 4. Consult factory for M5 specified with ANSI 5-wire or 7-wire Photocontrol Receptacle. Luminaire warranty is limited to 5 years with a Motion Sensor. PCR option is required for On/Off control using light detection.
7 Consult factory for programming.

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AR18_v030615 Specifications subject to change without notice

U.S.A. c UL us LISTED ida DARK SKY

LEOTEK LITE-ON GROUP

ARIETA™18 LED Area Luminaire
AR18

Performance Data

All data nominal, consult factory for IES files or LM-79 reports.

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Type 5 Delivered Lumens (Lm)	Type 5 Efficacy (Lm/W)	Type 5 BUG Rating
6M	350	25	2670	107	B2 U0 G0
	530	37	3690	100	B2 U0 G1
	700	49	4610	94	B2 U0 G1
10M	350	41	4460	109	B2 U0 G1
	530	62	6150	99	B3 U0 G1
	700	82	7690	94	B3 U0 G1
15M	350	66	6980	106	B3 U0 G1
	530	97	9680	100	B3 U0 G2
	700	128	12020	94	B4 U0 G2
18M	350	74	8020	108	B3 U0 G1
	530	112	11070	99	B3 U0 G2
	700	148	13830	93	B4 U0 G2
20M	350	82	8910	109	B3 U0 G2
	530	124	12300	99	B4 U0 G2
	700	164	15370	94	B4 U0 G2
24M	350	99	10700	108	B3 U0 G2
	530	149	14760	99	B4 U0 G2
	700	197	18445	94	B4 U0 G2
30M	350	123	13370	109	B4 U0 G2
	530	186	18450	99	B4 U0 G2
	700	246	23060	94	B4 U0 G2

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LEOTEK LITE-ON GROUP

ARIETA™18 LED Area Luminaire
AR18

Luminaire Specifications

Housing
Die cast aluminum housing with universal mounting design allows for attachment to existing pole without redrilling for retrofit applications. Square pole mounting standard, round pole adapter option available. Meets ANSI C136.31-2001 Normal Application Vibration Standards. All hardware is stainless steel. Electrical components are accessed without tools and are mounted on removable power door. Power door features quick electrical disconnects to terminal block and LED board.

Light Emitting Diodes
Hi-flux/Hi-power white LEDs produce a minimum of 95% of initial intensity at 100,000 hours of life. LEDs are tested in accordance with IES LM-80 testing procedures. Mean correlated color temperature of 4000K (standard) and 70 minimum CRI. LEDs are 100% mercury and lead free.

Optical Systems
Micro-lens systems produce IES Type 2, Type 3, Type 4 or Type 5 distributions. luminaire produces 0% total lumens above 90° (BUG Rating, U=0).

Electrical
Power Supply drive current is field adjustable (350mA, 530mA or 700mA). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Transient voltage complies with ANSI C62.41 Cat. A. Integral surge protector is tested per ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for Location Category C High. Photocontrol receptacle is standard, ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) dimming receptacle optional. Photocontrol or control module is provided by others. Power Supply is 0-10V dimmable standard with PCR5, PCR7 and/or Motion Sensor option.

Finish
Housing receives a fade and abrasion resistant, epoxy polyester powder coat.

Listings/Ratings/Labels
Luminaires are UL listed for use in wet locations in the United States and Canada. Optical systems meet IP66 rating. Design Lights Consortium qualified 4000K product. Wattage label complies to ANSI C136.15-2011.

Photometry
Luminaires are photometrically tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty
10-year limited warranty is standard on luminaire and components.

Performance Data
See next page

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LEOTEK LITE-ON GROUP

ARIETA™18 LED Area Luminaire
AR18

Motion Sensor (Optional) Specifications

Description
Digital passive infrared luminaire integrated outdoor occupancy sensor provides high/low/off control based on motion detection. Initial setup and subsequent sensor adjustments are made using a handheld configuration tool. PCR option is required for On/Off control using light detection.

Operation
Standard factory setting will dim the luminaire to 50% until motion is sensed and then it will power to 100%. When motion is not detected for five minutes, the luminaire will dim back to 50%. Ramp up and fade down times are adjustable, but initially set to NONE. The percent dimming and time durations may be field adjusted as required using FSIR-100 configuration tool. FSIR-100 user guide available at: www.wattstopper.com.

Optical System
Multi-cell, multi-tier Fresnel lens with a 360 degree view detects unobstructed motion within one mounting height, up to 20ft maximum (standard). Consult factory for higher mounting height requirements.

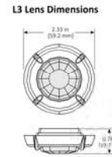
Finish
Sensor exterior ring and lens are white polycarbonate, UV and impact resistant.

Listings/Ratings
Sensor is TUV, UL and cUL listed, IP66 rated and CE compliant.

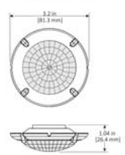
Warranty
5-year limited warranty on luminaires and components with a motion sensor.

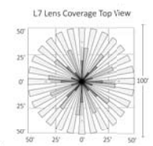
Motion Sensor (Optional) Data

L3 Lens Dimensions



L7 Lens Dimensions





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ARCHITECTURAL LIGHTING DESIGN, INC.
2920 Anthony Lane, St. Anthony, Minnesota 55418

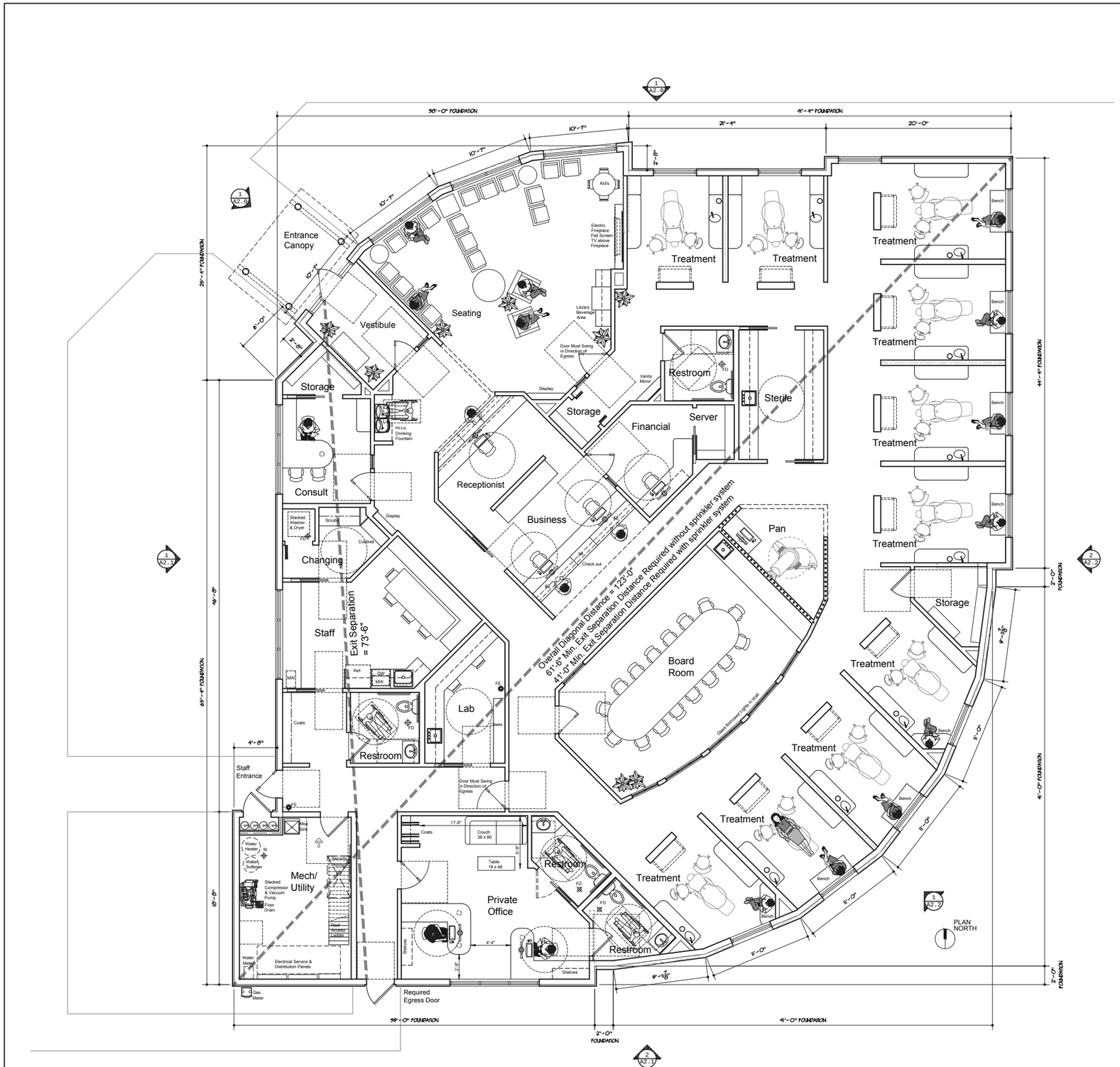
PROFESSIONAL OFFICE BUILDING
Jack Fiedler, DDS & Laura Menser, DDS
Lot 2, Block 9, Legacy Village
Waconia, Minnesota

PRELIMINARY

SITE PLAN REVIEW PACKAGE
SITE PHOTOMETRIC PLAN

SD ISSUE
03-03-16

CD
SL1



1 A1.0 FLOOR PLAN
3/16" = 1'-0"

6373 Building Gross sf 6186 Gross Floor Area

PLAN NORTH

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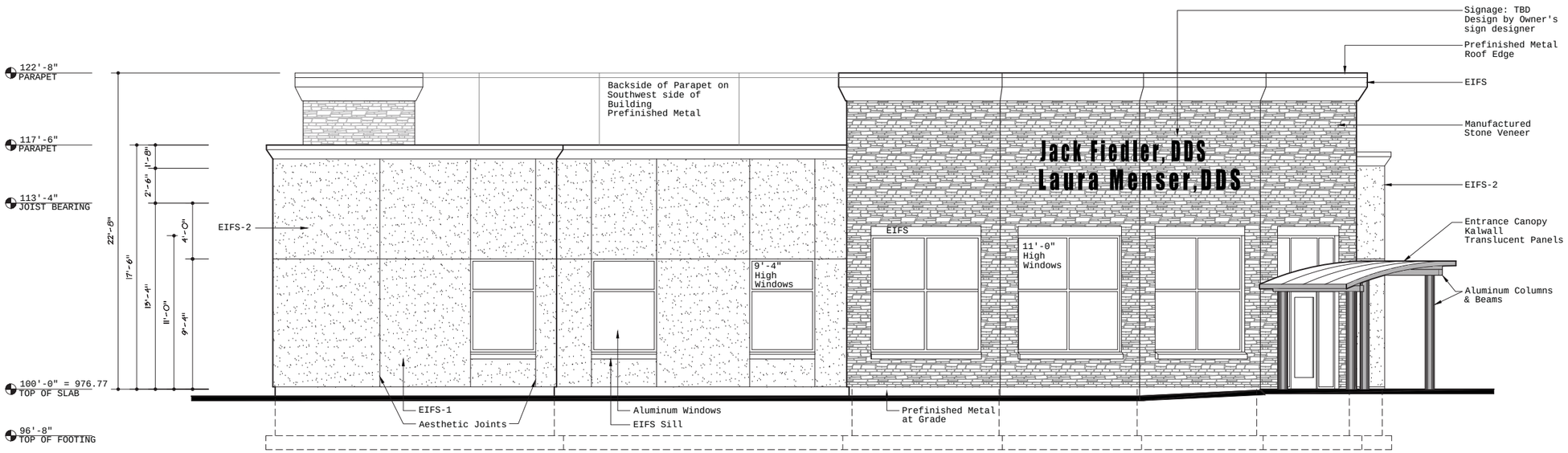
Waconia, Minnesota

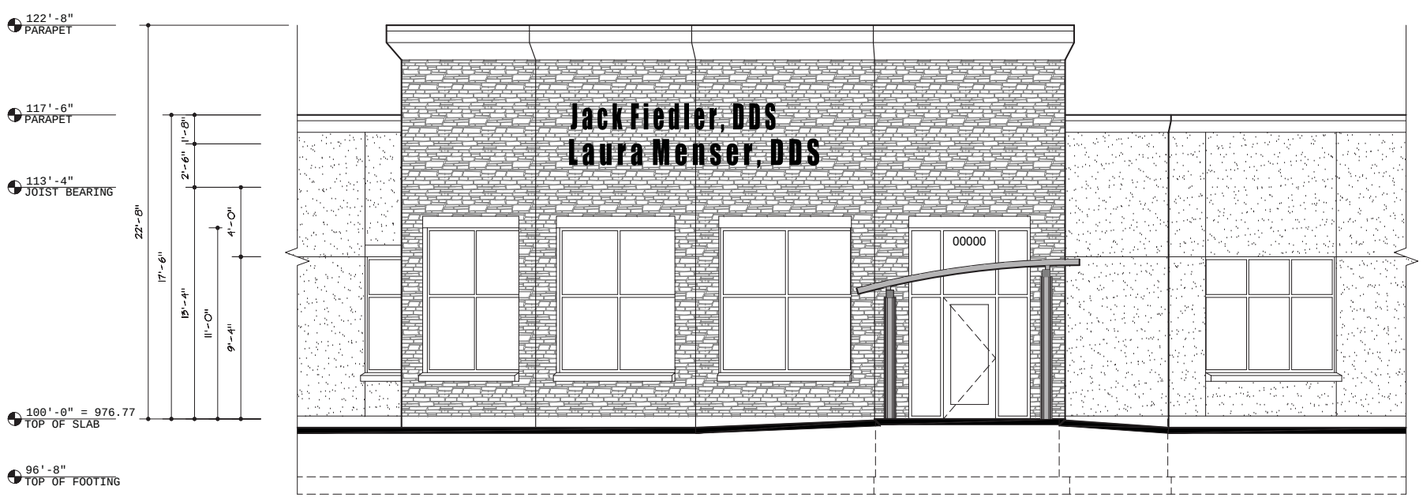
SITE PLAN REVIEW PACKAGE
FLOOR PLAN

SD ISSUE
03-03-16

CD
A1.0



1 A2.0 NORTH ELEVATION
1/4" = 1'-0"



2 A2.0 NORTHWEST ELEVATION
1/4" = 1'-0"

EXTERIOR MATERIAL & FINISH SCHEDULE

ROOF EDGE / PARAPET CAP	PREFINISHED METAL COLOR: TO BE SELECTED
EIFS WALL - LOWER	EIFS-1: DRYVIT COLOR: TO BE SELECTED TEXTURE:
EIFS WALL - UPPER	EIFS-2: DRYVIT OUTSULATION COLOR: TO BE SELECTED TEXTURE:
EIFS CAP & SILL	EIFS-3: DRYVIT OUTSULATION COLOR: TO BE SELECTED TEXTURE:
EIFS TRIM AT WINDOW HEAD	EIFS-4: DRYVIT OUTSULATION COLOR: TO BE SELECTED TEXTURE:
MANUFACTURED STONE	CULTURED STONE STYLE: TO BE SELECTED COLOR: TO BE SELECTED
ALUMINUM ENTRANCE STOREFRONT FRAMING	PREFINISHED METAL COLOR: TO BE SELECTED
GLASS	SECTION 088000 IG-1: INSULATED, CLEAR
WINDOWS	PREFINISHED METAL COLOR: TO BE SELECTED
STAFF/SERVICE DOOR & FRAME	PREFINISHED METAL PAINT COLOR: TO BE SELECTED
ENTRANCE CANOPY	KALWALL TRANSLUCENT PANELS COLOR: TO BE SELECTED ALUMINUM COLUMNS & BEAMS
PREFINISHED METAL	PM-1: ALUMAKLAD/COLORKLAD COLOR: TO BE SELECTED PM-2: ALUMAKLAD/COLORKLAD COLOR: TO BE SELECTED
ADDRESS SIGNAGE	HIGH PERFORMANCE VINYL LETTERS ADHERED WHITE - FOR VISABILITY
WALL SIGNAGE	CHANNEL LETTERS, INTERNALLY ILLUMINATED TO COMPLY WITH SITE SIGNAGE STANDARDS DESIGN & COLORS BY OWNERS SIGN DESIGNER
REFUSE ENCLOSURE	EIFS & PREFINISHED METAL TO MATCH BUILDING

PRELIMINARY

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ARCHITECTURE · INTERIOR DESIGN · PLANNING
James A. Strapko Diane Pahl Strapko
4137 Minnehaha Avenue, Minneapolis, MN 55406
t 612-729-4112 f 612-729-4831 www.strapko.com

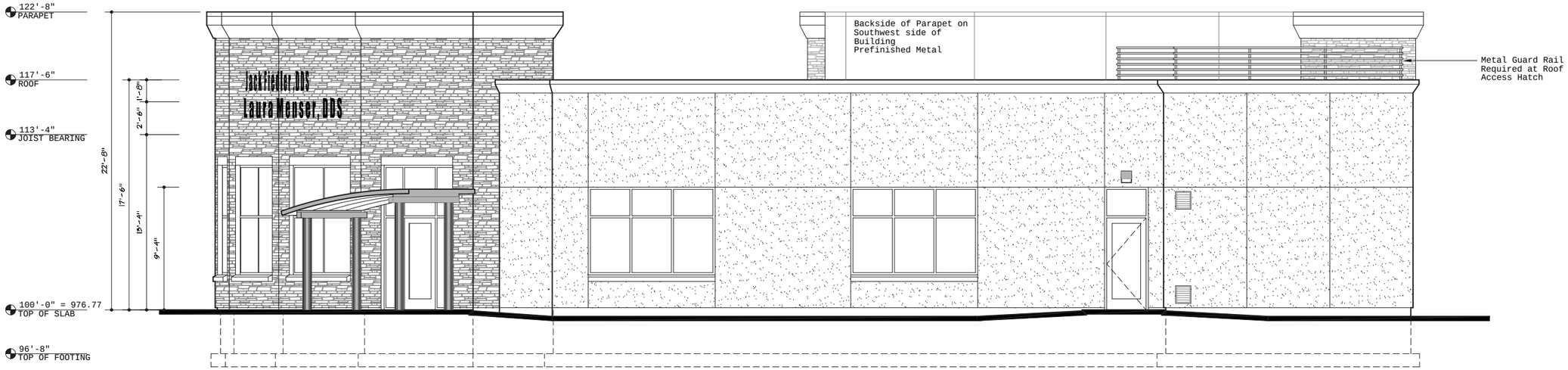
PROFESSIONAL OFFICE BUILDING
Jack Fiedler, DDS & Laura Menser, DDS
Lot 2, Block 9, Legacy Village
Waconia, Minnesota

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
James A. Strapko
Date 03.03.16 Lic. No. 11441

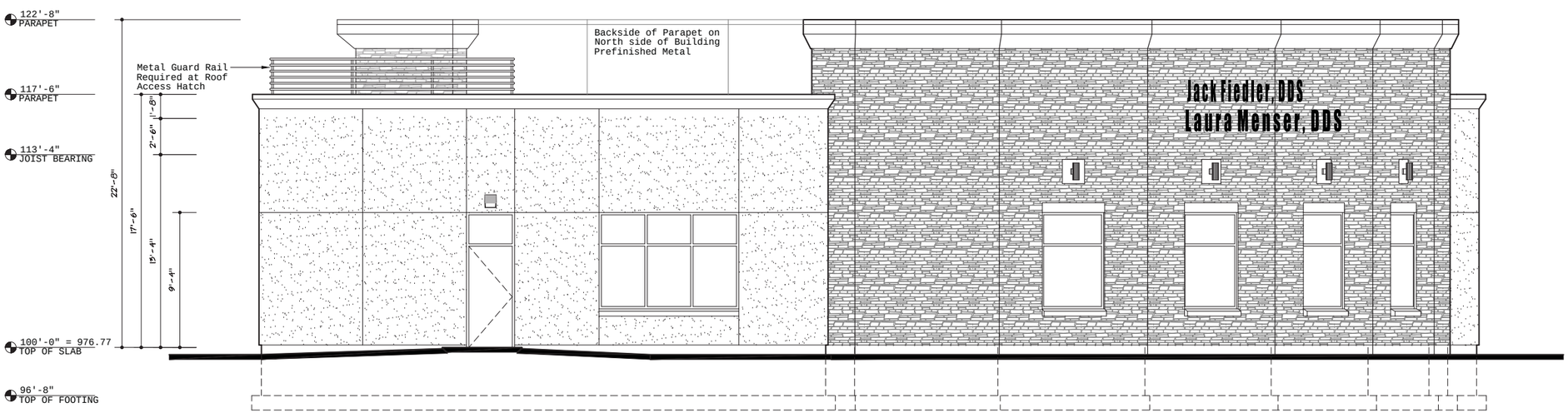
SITE PLAN REVIEW PACKAGE
EXTERIOR ELEVATIONS

SD ISSUE
03-03-16

CD
A2.0



1 A2.1 WEST ELEVATION
1/4" = 1'-0"



2 A2.1 SOUTH ELEVATION
1/4" = 1'-0"

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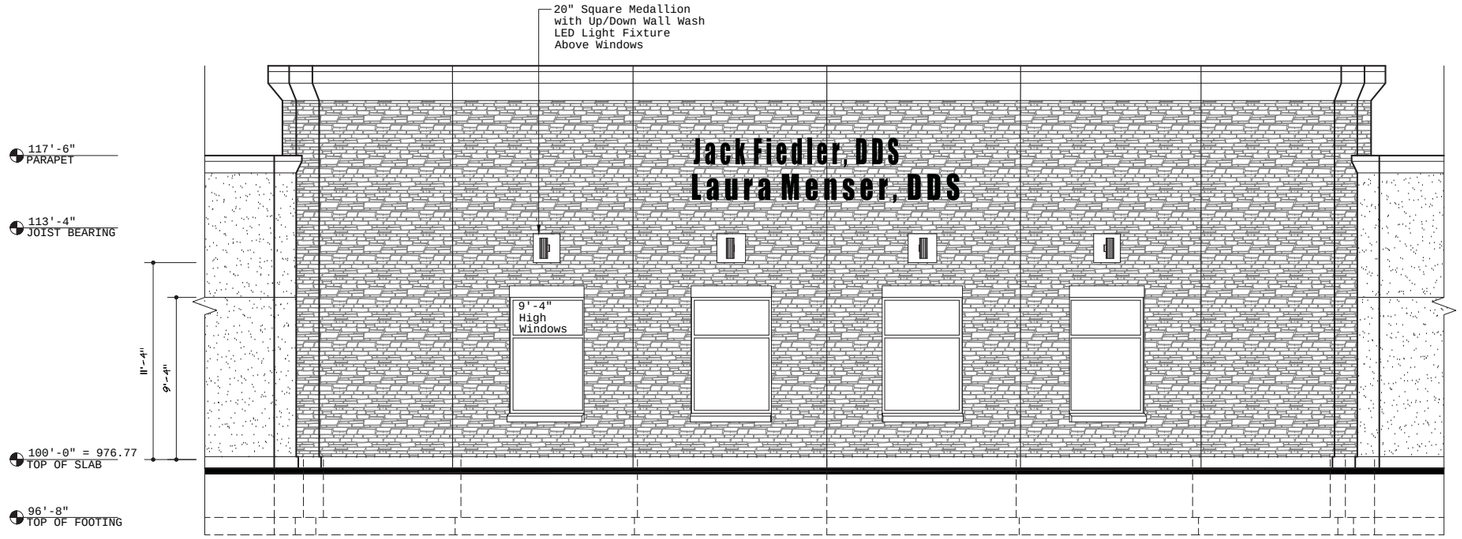
James A. Strapko
Date: 03-03-16 Lic. No. 17443

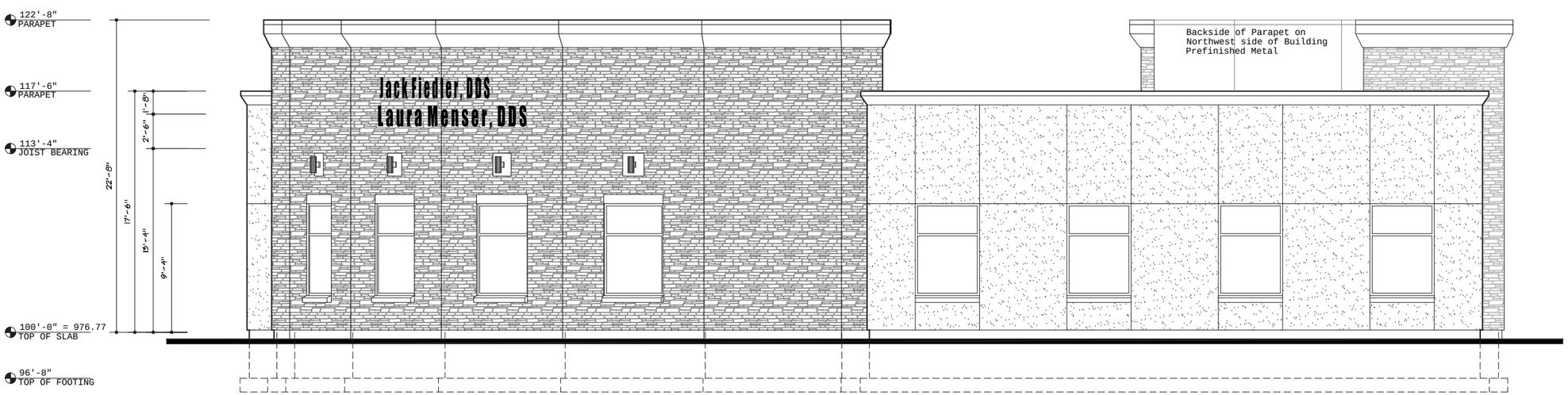
SITE PLAN REVIEW PACKAGE
EXTERIOR ELEVATIONS

SD ISSUE
03-03-16

CD
A2.1



1 / A2.2 SOUTH EAST ELEVATION
1/4" = 1'-0"



2 / A2.2 EAST ELEVATION
1/4" = 1'-0"

PRELIMINARY

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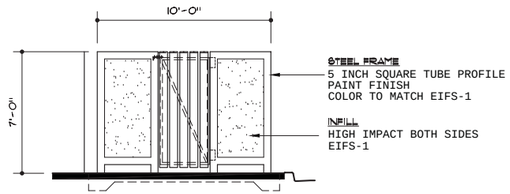
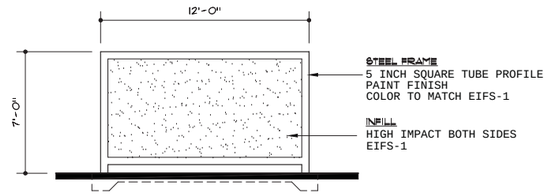
SITE PLAN REVIEW PACKAGE
EXTERIOR ELEVATIONS

SD ISSUE
03-03-16

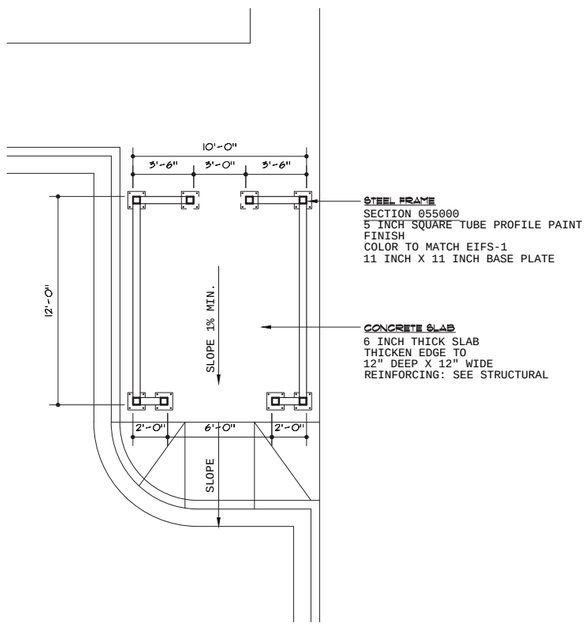
CD
A2.2



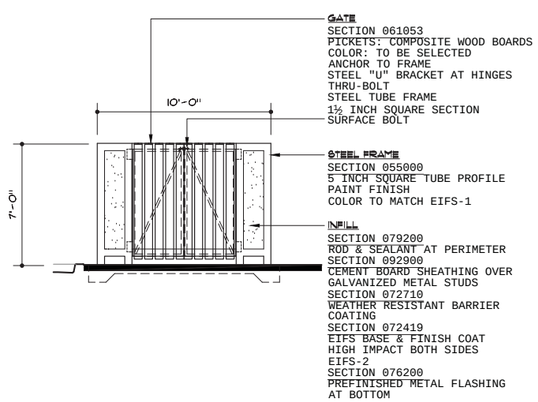
1 A2.3 EAST ELEVATION
1/4" = 1'-0"



4 A2.3 NORTH & SOUTH ELEVATIONS
1/4" = 1'-0"



2 A2.3 PLAN
1/4" = 1'-0"



3 A2.2 WEST ELEVATION
1/4" = 1'-0"

PRELIMINARY

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Lot 2, Block 9, Legacy Village
Waconia, Minnesota

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James A. Strapko
Date: 03-03-16 Lic. No. 17443

SITE PLAN REVIEW PACKAGE
REFUSE/RECYCLE ENCLOSURE

SD ISSUE
03-03-16

CD
A2.3

STRAPKO PAHL
ARCHITECTURE ▸ SPACE PLANNING ▸ INTERIOR DESIGN

ASI No. 1
Architect's Supplemental Instruction

TO
SITE PLAN & DESIGN REVIEW SUBMITTAL
FOR PRELIMINARY DESIGN OF
PROFESSIONAL OFFICE BUILDING
JACK FIEDLER, DDS AND LAURA MENSER, DDS
WACONIA, MN

James A. Strapko, Architect – Diane Pahl Strapko, Interior Designer
4157 Minnehaha Avenue South
Minneapolis, Minnesota 55406

Date: 04-12-16

NOTE: This Supplemental Instruction may apply to any or all contracts and/or subcontracts.
A Supplemental Instruction is not an authorization to perform work that changes the contract amount or time. If such changes are required, submit a proposal.

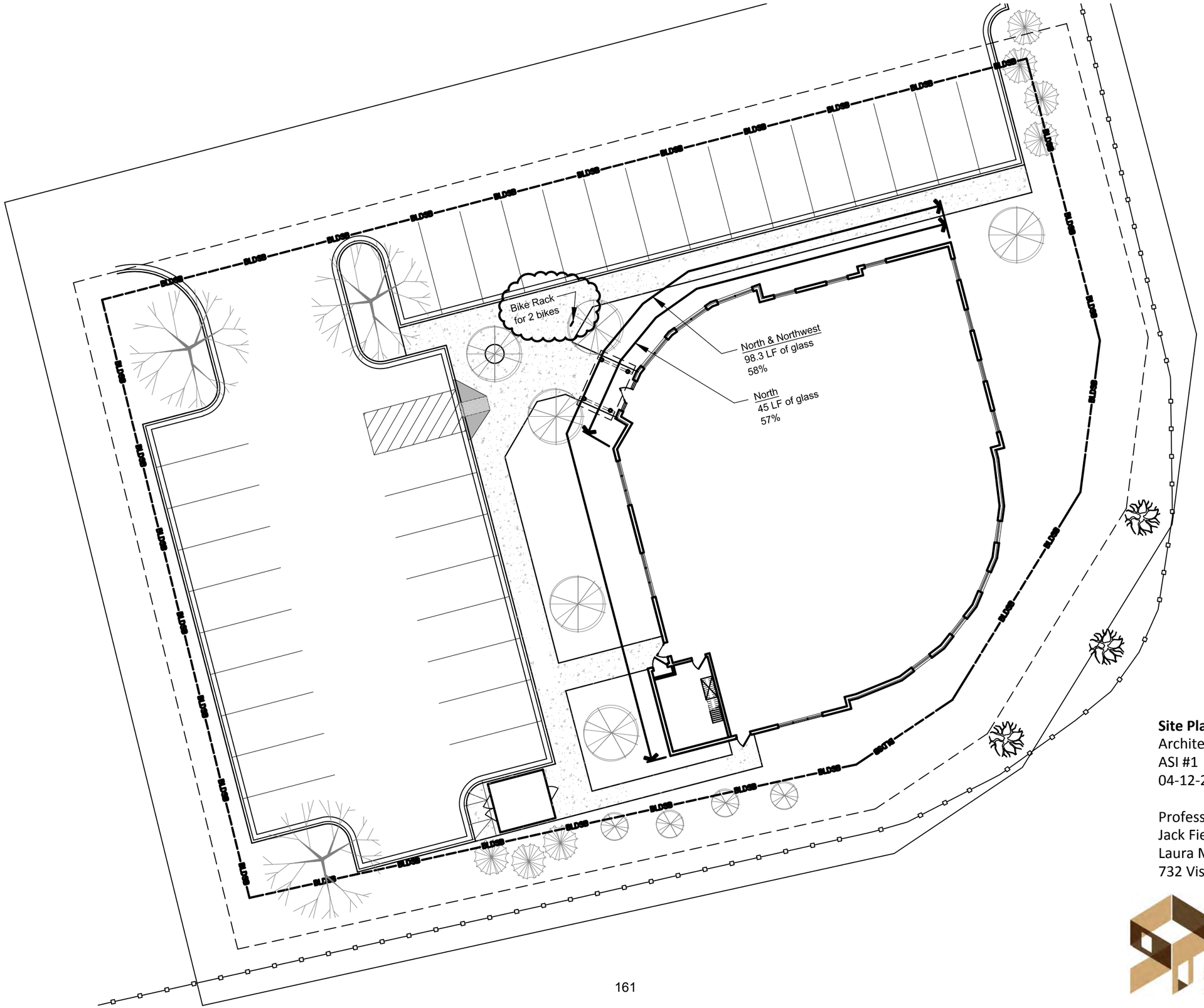
04-12-16

James A. Strapko | Date | Reg. No. 17443

General: **This ASI addresses additional information requested by the city planning commission at meeting on 04-07-16.**

Drawings: **Add the following to the drawings issued 03-03-16.**

ASI #1, 1 of 1; Site Plan with bike rack located and percent glass along North and Northwest building facades, dated 04-12-16.



Site Plan & Design Review Submittal
Architect's Supplemental Instruction
ASI #1
04-12-2016

Professional Office Building
Jack Fiedler, DDS
Laura Menser, DDS
732 Vista Blvd.

STRAPKO PAHL
ARCHITECTURE ▸ SPACE PLANNING ▸ INTERIOR DESIGN

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name:	Consider the Issuance & Sale of $4,880,000 General Obligation Bonds, Series 2016A, 2016 Infrastructure Improvement Projects & Equipment Certificates
Originating Department:	Finance
Presented by:	Nicole Lueck
Previous Council Action (if any)**:**	Resolution 2016-73: Resolution Providing for the Sale of $4,880,000 General Obligation Bonds, Series 2016A

Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2016-90, Providing for the Issuance and Sale of $4,880,000 General Obligation Bonds, Series 2016A, Pledging for the Security Thereof Special Assessments and Levying a Tax for the Payment Thereof

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

On March 21, 2016 the City Council approved resolution 2016-73 providing for the sale of $4,880,000 in General Obligation Bonds, Series 2016A. The bonds are to be issued to finance the projects included with the 2016 infrastructure improvement and capital equipment purchases. The City budgeted to issue general obligation and revenue bonds along with equipment certificates to fund the projects included in the feasibility and project studies. Below is a listing of each portion of the projects and the funding sources:

2016 Infrastructure Breakdown	Feasibility Study Costs	Low Bid with Contingency and Engineering	Funding Source Idenditified
Street/Utility Reconstruction	$ 3,110,400	$ 2,514,606	GO 429 Bond
Interlaken Crossing/Airport Road	$ 813,400	$ 846,903	GO 429 Bond
Bituminous Overlays	$ 674,400	$ 543,696	GO 429 Bond
CSAH 10 Trail	$ 92,600	$ 92,139	GO 429 Bond
Hilks Lake Park	$ 36,800	$ 14,660	GO 429 Bond
2016/2017 Dump Truck & Loader	$ -	$ 715,000	Equipment Certificates
Total:	**$ 4,727,600**	**$ 4,727,005**	

With the Council's approval of the call for sale of the bonds, Ehlers, Inc. the City's consulting financial advisors, assisted staff in the next steps in the issuance process which included a Standard & Poor's bond rating call. The City was informed after the call that its AA+ rating was maintained. The bonds are being sold on April 25, 2016, the day of the City Council meeting. Ehlers, Inc. will attend the council meeting and make a formal presentation to the Council of the sale. An updated copy of the attached resolution will be provided at the meeting. The updated resolution will include details from the sale of the bonds.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: PIR Capital Project Fund, Capital Equipment Fund, Water Utility, Sewer Utility, and Storm Water Utility Fund

Budget Information:

X	Budgeted
	Non Budgeted
	Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
Parks and Recreation Board
Safari Island Advisory Board
Other

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF WACONIA, MINNESOTA

HELD: April 25, 2016

Pursuant to due call, a regular or special meeting of the City Council of the City of Waconia, Carver County, Minnesota, was duly held at the City Hall on April 25, 2016, at 6:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of $4,880,000 General Obligation Bonds, Series 2016A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-90

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF $4,880,000 GENERAL OBLIGATION BONDS, SERIES 2016A, PLEDGING FOR THE SECURITY THEREOF SPECIAL ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Waconia, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue $4,880,000 General Obligation Bonds, Series 2016A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and 429 and Section 412.301, to finance the construction of various public improvements within the City (the "Improvements"), in the amount of $4,145,000 (the "Improvement Portion of the Bonds") and to finance the purchase of capital equipment for the City (the "Equipment") in the amount of $735,000 (the "Equipment Portion of the Bonds"); and

B. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

C. WHEREAS, each item of Equipment to be financed by the Equipment Portion of the Bonds has an expected useful life at least as long as the term of the Equipment Portion of the Bonds. The principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the estimated market value of the taxable property in the City ($_____ times 0.25% is $_____); and

D. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

E. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the Administrator, or designee, at the office of Ehlers, at 11:00 A.M. on the date hereof, pursuant to the Preliminary Official Statement for the Bonds, dated April 14, 2016; and

F. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Preliminary Official Statement established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of $_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The Finance Director is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders their good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated May 24, 2016, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of $5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2018	$	2023	$
2019		2024	
2020		2025	
2021		2026	
2022		2027	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of $4,145,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Equipment Portion of the Bonds, being the aggregate principal amount of $735,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Equipment.

Year	Improvement Portion (Amount)	Equipment Portion (Amount)	Total Amount
2018	$	$	$
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is special assessments pledged to and taxes levied for the Improvements, the prepayment shall be allocated to the Improvement Portion of debt service. If the source of a prepayment is taxes levied for the Equipment, the prepayment shall be allocated to the Equipment Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner").

Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are

designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Improvement Portion of the Bonds shall provide funds to finance the construction of the Improvements. The Equipment Portion of the Bonds shall provide funds to finance acquisition of the Equipment. The Improvements and Equipment are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2017, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2018	%	2023	%
2019		2024	
2020		2025	
2021		2026	
2022		2027	

5. Redemption. All Bonds maturing on February 1, 2026 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common

maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Bond Trust Services Corporation, in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CARVER COUNTY
CITY OF WACONIA

R-_____ $_____

GENERAL OBLIGATION BOND, SERIES 2016A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	February 1,	May 24, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Waconia, Carver County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2017, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer, acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this

Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2026, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of $4,880,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on April 25, 2016 (the "Resolution"), for the purpose of providing money to finance various projects within the jurisdiction of the Issuer. This Bond is payable out of the

General Obligation Bonds, Series 2016A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof

and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Waconia, Carver County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

_____

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

Bond Trust Services Corporation
Roseville, Minnesota,
Bond Registrar

By: _____
Authorized Signature

Registrable by: BOND TRUST SERVICES CORPORATION

Payable at: BOND TRUST SERVICES CORPORATION

CITY OF WACONIA,
CARVER COUNTY, MINNESOTA

/s/ Facsimile _____
Mayor

/s/ Facsimile _____
Administrator

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform
(State)
Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

Date	Amount	Authorized signature of Holder

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is May 24, 2016. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2016A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the

manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Capital Account" and "Debt Service Account", respectively.

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Bonds, less capitalized interest, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. From the Capital Account there shall be paid all costs and expenses of making the Improvements and acquiring the Equipment, including the cost of any construction or other contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes, special assessments or net revenues herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Capital Account attributable to the Improvement Portion of the Bonds, the balance (other than any special assessments) shall be transferred to the Debt Service Account or may be transferred by the Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Capital Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. There shall be maintained two separate subaccounts in the Debt Service Account to be designated the "Improvement Debt Service Subaccount", and the "Equipment Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvement Debt Service Subaccount. To the Improvement Debt Service Subaccount there shall be credited: (A) a pro rata share of all funds paid for the Bonds in excess of the minimum bid; (B) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Capital Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (C) any collections of all taxes which herein or hereafter levied for the payment of the principal and interest on the Improvement Portion of the Bonds; (D) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (E) all capitalized interest in the amount of $_____ (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest on the Improvement Portion of the Bonds on or before _____); (F) all investment earnings on funds held in the Improvement Debt Service Subaccount; and (G) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvement Debt Service Subaccount. The Improvement Debt Service Subaccount shall be used

solely to pay the principal and interest and any premium for redemption of the Improvement Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law

(ii) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (A) a pro rata share of all funds paid for the Bonds in excess of the minimum bid; (B) all taxes herein and hereafter levied for the payment of the Equipment Portion of the Bonds; (C) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (D) all capitalized interest in the amount of $_____ (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest on the Equipment Portion of the Bonds on or before _____); (E) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (F) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Equipment Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or $100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Improvement Portion of the Bonds.

(a) Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all

acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property. It is hereby determined that the assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all such assessments at a rate per annum not greater than the maximum permitted by law and not less than the rates per annum shown opposite their collection years specified below:

Improvement Designations	Levy Years	Collection Years	Rate	Amount

See Attached Schedule

At the time the assessments are in fact levied the City Council shall, based on the then-current estimated collections of the assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount

See Attached Schedule

The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues herein pledged for the payment of the Improvement Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Improvement Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Covenants Relating to the Equipment Portion of the Bonds. To provide moneys for payment of the principal and interest on the Equipment Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Years of Tax Levy	Years of Tax Collection	Amount

See attached levy schedule

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Equipment Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Equipment Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Equipment Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

19. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of $100,000 or 5% of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

21. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the County Auditor of Carver County, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the Bond Register and the tax levies required by law have been made.

22. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Administrator of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

24. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

25. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to

be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of $5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing $5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Bonds are issued by a governmental unit with general taxing powers; (ii) no Bond is a private activity bond; (iii) ninety five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed $5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

26. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

(a) the Bonds are issued after August 7, 1986;

(b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2016 will not exceed $10,000,000;

(e) not more than $10,000,000 of obligations issued by the City during this calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bonds does not exceed $10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

27. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

28. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by Ehlers.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

30. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same: _____.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF WACONIA

I, the undersigned, being the duly qualified and acting Administrator of the City of Waconia, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of $4,880,000 General Obligation Bonds, Series 2016A.

WITNESS my hand on April 25, 2016.

_____
Administrator

EXHIBIT A

PROPOSALS

[To be supplied by Ehlers & Associates, Inc.]

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 25, 2016
Item Name:	Purchase of Wetland Credits from the Minnesota Wetland Bank – 2016 Infrastructure Improvement Project
Originating Department:	Finance/Public Services
Presented by:	Nicole Lueck/Craig Eldred
Previous Council Action (if any)**:**	

Item Type (X only one):	Consent		Regular Session	X	Discussion Session	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-91, Approving the Purchase of Wetland Credits from the Minnesota Wetland Bank for the 2016 Infrastructure Improvement Project

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

In final review and staging for the 2016 infrastructure project, it was found that the City must purchase wetland credits from the Minnesota Wetland Bank. The amount of hard surface additions for road and trail surfaces in the area of Interlaken Crossings has made this a requirement of the project.

There are credits available in the area. The total cost to the City for the credits is $9,356.69. The total administrative fee paid to the Wetland Bank Administration for this transaction is $376.33. Bolton & Menk, the City's consulting engineer is representing the City in the purchase of these credits. Closing for the credits will take place the week of April 25th. The purchase of these credits will allow the project to continue to move forward as we get into construction season.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: Storm Water Utility Fund (655)

Budget Information:

X	Budgeted
	Non Budgeted
	Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission
Parks and Recreation Board
Safari Island Advisory Board
Other

CITY OF WACONIA
RESOLUTION NO. 2016-91

RESOLUTION APPROVING THE PURCHASE OF WETLAND CREDITS FROM THE MINNESOTA WETLAND BANK FOR THE 2016 INFRASTRUCTURE IMPROVEMENT PROJECT

WHEREAS, the amount of hard surface additions for road and trail surfaces in the area of Interlaken Crossings requires the purchase of wetland credits; and

WHEREAS, there are wetland credits available in the area for purchase from the Minnesota Wetland Bank; and

WHEREAS, the total cost of the credits is $9,356.69 along with an administrative fee for processing the purchase of $376.33; and

WHEREAS, project funds are budgeted to pay for this storm water expense.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby approves the purchase of wetland credits from the Minnesota Wetland Bank in relation to the 2016 Infrastructure Improvement Project.

Adopted by the City Council of Waconia, Minnesota this 25th day of April, 2016.

_____
James P. Sanborn, Mayor

ATTEST: _____
Susan MH Arntz, City Administrator

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

WACONIA HOUSING & REDEVELOPMENT AUTHORITY

MONDAY, APRIL 25, 2015

AFTER CITY COUNCIL MEETING

AGENDA

MEMBERS: Jim Sanborn, Marc Carrier, Lynn Ayers, Charles Erickson, Kent Bloudek

PAGE NO.

1. CALL MEETING TO ORDER AND ROLL CALL

2. ADOPT AGENDA

3. ELECTION OF OFFICERS

1) Adopt Resolution No. 2016-01, Election of Officers 2

4. BUSINESS MATTERS

1) Adopt Resolution No. 2016-02, Conflict Waiver for Representation regarding the Auburn Meadows Financing 3-8

5. ADJOURN

……OFFICE OF THE SECRETARY
Susan Arntz

HOUSING AND REDEVELOPMENT AUTHORITY OF WACONIA, MINNESOTA

RESOLUTION NO. 2015-01

RESOLUTION ELECTING OFFICERS

BE IT RESOLVED by the Board of Commissioners (The "Board") of the Housing and Redevelopment Authority of Waconia, Minnesota (the "HRA"), as follows:

Appointment of Officers: In accordance with Minnesota Statutes, Section 469.003 and the Bylaws of the HRA, the Board hereby elects the following officers:

President	James P. Sanborn_____
Vice President	Kent Bloudek_____
Secretary	Susan MH Arntz_____
Treasurer	Marc Carrier_____
Assistant Treasurer	Nicole Lueck_____

Terms. The term of office of the President, the Vice President, the Secretary, the Treasurer, and the Assistant Treasurer shall expire on the date of the annual meeting of the Board in 2017.

Adopted by the Housing and Redevelopment Authority of the City of Waconia this 25th day of April, 2016.

_____
James P. Sanborn, President

ATTEST: _____
Susan MH Arntz, Secretary

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

REQUEST FOR HRA ACTION

Meeting Date:	April 25, 2016
Item Name:	Conflict Waiver for Representation regarding the Auburn Meadows Financing
Originating Department:	Administration
Presented by:	Susan Arntz, City Administrator
Previous HRA Action (if any)**:**	

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution 2016-02, Approving Conflict Waiver for Representation regarding the Auburn Meadows Financing

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

Klein Bank is acting as an issuer for the Auburn Meadows facility in Waconia.

Both the HRA and Klein Bank are represented by different attorneys within the Melchert Hubert Sjodin firm. As we currently do not have issues that overlap and the fact that the HRA is represented by Briggs and Morgan as bond counsel for this project, we recommend approval of this conflict waiver.

CITY OF WACONIA
RESOLUTION NO. 2016-2

RESOLUTION APPROVING CONFLICT WAIVER REGARDING THE AUBURN MEADOWS FINANCING

WHEREAS, Auburn Meadows is seeking conduit financing through the HRA; and

WHEREAS, Auburn Meadows intends to use KleinBank for the financing of their project; and

WHEREAS, KleinBank and the City are both represented by different attorneys within the Melchert Hubert Sjodin law firm and a potential conflict exists; and

WHEREAS, both parties have reviewed the matter and agree that Melchert Hubert Sjodin should represent the KleinBank in this matter.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Waconia hereby approves Representation of KleinBank by Melchert Hubert Sjodin and authorizes the City Administrator to execute appropriate documents affecting this representation.

Adopted by the City Council of the City of Waconia this 25th day of April, 2016.

_____
Jim Sanborn, President

ATTEST: _____
Susan MH Arntz, Secretary

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

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April 20, 2016

REPLY TO WACONIA OFFICE

VIA UNITED STATES FIRST CLASS MAIL AND E-MAIL (sarntz@waconia.org)
Susan Arntz
Secretary
Housing and Redevelopment Authority of the City of Waconia
201 South Vine Street
Waconia, MN 55387

VIA UNITED STATES FIRST CLASS MAIL AND E-MAIL (n.madsen@kleinbank.com)
Nancy Madsen
SVP Business Banking
KleinBank
600 West 78th Street
P.O. Box 399
Chanhassen, MN 55317

Re: Conflict of Interest Waiver Regarding Auburn Meadows Financing

Dear Susan and Nancy:

KleinBank has asked our firm ("MHS") to act as lender's counsel in regard to certain tax-exempt conduit financing for the Auburn Meadows facility located in Waconia, Minnesota (the "Financing"). We understand that Briggs and Morgan, P.A. will act as bond counsel ("Bond Counsel") for the Housing and Redevelopment Authority of the City of Waconia, Minnesota (the "HRA"). The HRA typically does not use separate issuer's counsel for these types of transactions. Because MHS serves as the HRA's attorney and has represented the HRA on several unrelated files, MHS would like consent from both KleinBank and the HRA as to MHS representing KleinBank on this matter. Below, we discuss the reasons for seeking consent in more detail. Then we describe what is being requested.

Rule 1.7 of the Minnesota Rules of Professional Conduct for attorneys does not allow a law firm to represent a client if the representation will be directly adverse to another client of the firm, or if the representation may be materially limited by the law firm's responsibilities to others (or the law firm's own interests), unless the law firm reasonably determines the

representation is appropriate under the guidance provided in the rule and each affected client gives informed consent, confirmed in writing.

Here, we believe it is appropriate to seek consent because Bond Counsel will represent the HRA's interests in regard to the proposed conduit Financing. Also, we do not feel MHS has any confidential information that could be used to the HRA's detriment in regard to the current transaction. Further, because the Financing is unrelated to other matters that MHS is currently handling for either party, we feel our representation of KleinBank here will not adversely affect MHS' ability to represent either KleinBank or the HRA on other unrelated files going forward.

MHS seeks each party's consent to represent KleinBank, as outlined above, and each party's waiver of any conflict of interest or potential conflict of interest in regard to such representation. Please give this matter your further consideration and consult with separate legal counsel if you so desire. If you are willing to proceed, please sign the appropriate Consent attached and return one executed copy to me as soon as possible. If you want to print off your consent, sign it, and return a scan of the executed page to me via email, that is acceptable and will help move matters along. Thank you.

Very truly yours,

J. Michael Melchert, Esq.

Very truly yours,

R. Lawrence Harris, Esq.

JMM/nkm

Consent of KleinBank

KleinBank consents to Melchert Hubert Sjodin, PLLP ("MHS"), representing it in regard to the tax-exempt conduit bond financing for the Auburn Meadows project described in the letter from MHS to KleinBank and the Housing and Redevelopment Authority of the City of Waconia, Minnesota, dated April 20, 2016. KleinBank acknowledges that MHS has discussed the facts and circumstances surrounding any conflicts of interest or potential conflicts, and KleinBank waives any conflict of interest or potential conflict of interest that MHS may have regarding such transaction. A facsimile or copy of the signature below shall be as valid as an original signature.

AGREED AND ACCEPTED

KLEINBANK

_____ Date: _____

Nancy Madsen, SVP Business Banking

Consent of the City of Waconia

The City of Waconia, Minnesota consents to Melchert Hubert Sjodin, PLLP ("MHS"), representing KleinBank in regard to the tax-exempt conduit bond financing for the Auburn Meadows project described in the letter from MHS to KleinBank and the Housing and Redevelopment Authority of the City of Waconia, Minnesota (the "HRA") dated April 20, 2016. The HRA acknowledges that MHS has discussed the facts and circumstances surrounding any conflicts of interest or potential conflicts, and the HRA waives any conflict of interest or potential conflict of interest that MHS may have regarding such transaction. A facsimile or copy of the signature below shall be as valid as an original signature.

AGREED AND ACCEPTED

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF WACONIA, MINNESOTA

_____ Date: _____

Susan MH Arntz, Secretary

https://mhslaw.sharepoint.com/sites/clients/6011/40086/draftdocs/consent to representation letter 04-20-2016.docx