

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, March 2, 2026
6:00 PM**

VISION STATEMENT

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

MISSION STATEMENT

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

MAYOR: TIM LITFIN
COUNCIL MEMBER: NICK GLEASON
COUNCIL MEMBER: JEFF GRENGS
COUNCIL MEMBER: JACOB COLEMAN
COUNCIL MEMBER: DEREK SIDDONS

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

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

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS**
- 4. ADOPT AGENDA**
- 5. PUBLIC HEARING**
 - 1) PUBLIC HEARING – Annexation Petition – Wolter and Klingelhutz**
 - Motion to open the Public Hearing
 - Motion to close the Public Hearing
 - Motion to Adopt Resolution No. 2026-060 denying the Annexation Petition submitted by Eugene E & Carol Wolter Trust and Klingelhutz Farms LLC.
- 6. OPEN FORUM**

7. COMMUNITY INTEREST PRESENTATIONS

8. 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 the February 19, 2026, Council Minutes
- 2) Approve March 2, 2026, Expenditures
- 3) **Approve 2026 Capital Equipment**
Adopt Resolution No. 2026-061 Authorizing Acquisition of Capital Equipment
- 4) **Award Contract for Construction of Island View Estates Park Site Improvements**
Adopt Resolution No. 2026-062 Accepting the Quotes and Awarding Contract for the Construction of the Island View Estates Park Site Improvements
- 5) **Resolution Supporting the Pursuit of a MN DNR Outdoor Recreation Grant for the Pickleball Court Project**
Adopt Resolution No. 2026-063 Supporting the Pursuit of a Minnesota Department of Natural Resources Outdoor Recreation Grant for Funding of the Waconia Pickleball Courts Project.
- 6) **Resolutions Supporting DNR and LCCMR Grant Applications for Sudheimer Park**
Adopt Resolution No. 2026-064 Supporting the Pursuit of a Minnesota Environment and Natural Resources Trust Grant for Funding of the Sudheimer Park Project
Adopt Resolution No. 2026-065 Supporting the Pursuit of a Minnesota Department of Natural Resources Outdoor Recreation Grant for the Sudheimer Park Project.
- 7) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**
Adopt Resolution No. 2026-066 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association
- 8) **Accepting Cash Donations for Operations of the Fire Department**
Adopt Resolution No. 2026-067 Accepting Cash Donations for Operations of the Fire Department
- 9) **Elm Creek Ridge Development Agreement**
Adopt Resolution 2026-068 approving the Development Agreement for Elm Creek Ridge.
- 10) **Copier/Scanner Lease at City Hall**
Adopt Resolution No. 2026-069 Approving 5-Year Lease Agreement for City Hall Copier/Scanner with Marco Technologies
- 11) **Authorize Recruitment for Park Maintenance Lead Position**

Adopt Resolution No. 2026-070 Authorizing Recruitment for Park Maintenance Lead

12) Special Event Permit - Memorial Day Parade

Adopt Resolution No. 2026-071 Special Event Permit Memorial Day Parade for the American Legion Post #150

13) Special Event Permit - Lake Waconia Band Festival

Adopt Resolution No. 2026-072 Approving Special Event Permit for the Lake Waconia Band Festival.

9. COUNCIL BUSINESS

1) Award 2026 Downtown Reconstruction Phase 4 Project

Adopt Resolution No. 2026-073 Authorizing the Award of the Contract for the 2026 Downtown Phase 4 Reconstruction Project.

2) Initiate Preliminary Investigation Work for proposed 2027 Neighborhood Street Construction Project

Adopt Resolution No. 2026-074 Authorizing Approval of Survey and Geotechnical Review for the Proposed 2027 Sugarbush Neighborhood Reconstruction Project
Adopt Resolution No. 2026-075 Ordering Preparation of the Feasibility Study and Assessment Benefit Evaluation for the Proposed 2027 Sugarbush Neighborhood Reconstruction Project

10. ITEMS REMOVED FROM CONSENT AGENDA

11. BOARD REPORTS

1) Staff Reports - Land Use Summary 2025

Lane Braaten, Community Development Director

2) Councilmember Siddons

3) Councilmember Coleman

4) Councilmember Gleason

5) Councilmember Grengs

6) Mayor Litfin

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: HIGHWAY 5 PHASE 2 PROJECT UPDATE

UPCOMING CALENDAR OF EVENTS/MEETINGS:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026
Item Name:	5.1. PUBLIC HEARING – Annexation Petition – Wolter and Klingelhutz
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to open the Public Hearing
Motion to close the Public Hearing
Motion to Adopt Resolution No. 2026-060 denying the Annexation Petition submitted by Eugene E & Carol Wolter Trust and Klingelhutz Farms LLC.

EXPLANATION OF AGENDA ITEM:

BACKGROUND

Eugene E & Carol Wolter Trust and Klingelhutz Farms LLC (the “Petitioners”) have submitted an Annexation Petition to annex portions of PID#s 090220420 and 090220720 (the “Property”) into the Waconia city limits. The afore-mentioned Property is currently located in Waconia Township, and the annexation has been submitted in association with a possible residential development proposed by Summergate Companies LLC.

ANNEXATION ANALYSIS

1. The subject Property is located in a future growth area identified in the City of Waconia 2040 Comprehensive Plan. The Property in question is identified to be developed as medium density residential which allows a number of different housing types at a density range of 4 to 12 living units per acre.
2. The Property is located just north of the Waconia High School property, east of County Road 10, and west of the Country Ponds residential development.
3. City staff have had multiple conversations with property owners and developers in this area and have continually informed them that to be consistent with our Comprehensive Plan related to efficient and compact growth, the annexation request would need to include all of the properties in the area. This annexation application does not include the central approx. 6-acre site (1705 Waconia Parkway), which is in direct conflict with direction given by staff.
4. Attached you will find the memorandum provided by Jake Saulsbury, City Engineer, related to the possible annexation and future development of the site (see attached). In summary, the memo identifies significant sanitary sewer improvements that would be necessary by the city and developer for this project to happen, limited water availability as all existing water capacity is currently allocated to previously annexed projects, stormwater ponding concerns, etc. He states “Including the development of the remaining/separate parcel in the center of the Wolter parcel, as well as the portion of the

Klingelhutz parcel to the north that is east of CSAH 10, is preferred....”

5. Also, in working through annexations over the past 5-10 we continue to work with Waconia Township, Laketown Township, and Carver County Land Management. It has been brought to staff’s attention that allowing remnant parcels at reduced lot sizing and generally surrounded by the City Limits becomes challenging for the Carver County Land Management staff to apply general regulations and may cause code enforcement issues. The city is trying to be a better partner as we continue to grow.
6. Attached is an email provided by Jason Mielke, Carver County Land Use Manager, which is in response to my request for information related to the central 6-acre parcel that is not proposed to be annexed as part of this petition. Mr. Mielke provides a quick analysis of what would be allowed under the current zoning. My concerns relate to the possibility of the Wolter property developing in a rather dense state and having townhomes and small lot single family homes surrounding what could be a farm site, a contractor yard, etc. Staff time related to code enforcement between both the City and County could be problematic if the annexation does not include the central parcel.
7. Mr. Mielke’s email indicates that the central property could include up to 10 animal units without the need for any formal review and/or approval from Carver County. Staff ran a quick calculation based on Carver County animal unit standards and the site would allow the following without any formal review or approval (each of the line items below are less than 10 animal units):
 - i. 7 dairy cows
 - ii. 99 sheep
 - iii. 49 calves
 - iv. 24 pigs (greater than 300 lbs.)
 - v. Over 500 turkeys
 - vi. 300 chickensThe number of complaints that would be received by the City and County would be significant if a densely developed neighborhood grew up around a 6-acre parcel that remained within the township. The uses would directly conflict with the city zoning code but would be regulated by Carver County.
8. The annexation seems premature and should include the central 6-acre parcel. Staff would like to note that we have informed the property owner of the 6-acre central parcel that staff would not recommend approval of annexation of their property without the surrounding Wolter property.

PROCEDURE

The procedure for approving an annexation by joint resolution requires the following actions and is summarized below:

1. A petition to annex is submitted to the City by the owner of the property requesting annexation into the City.
2. A municipality by joint resolution with a township may designate an unincorporated area as in need of orderly annexation.
3. The City must hold a public hearing and give 10 days’ notice of the intent to include property in an orderly annexation area must be published in a newspaper of general

circulation in both the township and municipality.

4. The Council, upon a review of the information, may adopt the joint resolution designating the area as being appropriate for annexation approving the annexation request and file said approval with the Chief Administrative Law Judge, the Township, the County Auditor and the Secretary of State upon approval.
5. The annexation is final on the date the request is approved by the Chief Administrative Law Judge.

Upon application to annex by the Petitioner, staff has completed the necessary public hearing requirements. Public notice was published in the Waconia Patriot on February 19th, 2026. Public hearing notices were sent to Waconia Township and all affected property owners. As of the date of this report, staff have only received one comment, which is from the property owner of the central 6-acre parcel (1705 Waconia Parkway) and it has been attached for review and consideration.

Waconia Township approved the Orderly Annexation Joint Resolution at their regular meeting on January 29th, 2026.

RECOMMENDATION

Staff recommends denial of the proposed annexation request based on the information provided above. A draft resolution of denial has been included along with the Joint Resolution approved by Waconia Township. If the Council determines that the annexation petition should be approved, then the Joint Resolution should be adopted. If the Council determines that the annexation should be denied, then the draft resolution of denial should be adopted.

ATTACHMENTS:

1. Resolution No. 2026-060 of Denial Annex Wolter
2. Joint Resolution Laketown Township
3. Location Map
4. Public Hearing Notice
5. City Engineer Memo
6. Carver County Zoning Information
7. PH Comments Palmby
8. Wolter Annexation Packet

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

**CITY OF WACONIA
RESOLUTION 2026-060**

**RESOLUTION DENYING
AN ANNEXATION PETITION SUBMITTED BY
EUGENE E & CARL WOLTER AND KLINGELHUTZ FARMS LLC**

WHEREAS, The Waconia City Council conducted a public hearing in the Council Chambers of City Hall, 201 South Vine Street, Waconia, Minnesota on Monday, March 2nd, 2026, to consider a Petition for Annexation submitted by Summergate Companies LLC on behalf of Eugene & Carol Wolter Trust and Klingelhutz Farms LLC (the “**Applicants**”); and

WHEREAS, the notice was published in the WACONIA PATRIOT on February 19th, 2026, and Waconia Township and all affected property owners were notified of the public hearing; and

WHEREAS, the City Council reviewed the request for annexation at their regular meeting on March 2nd, 2026, received all public comments and reviewed all pertinent information related to the request; and

WHEREAS, the City Council further finds and concludes:

1. The annexation of the subject properties is premature in nature as there are significant utility concerns and improvements that are necessary prior to the development of the area.
2. The annexation is not consistent with the standard of efficient and compact community growth identified in the city’s 2040 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby denies the annexation petition for the Wolter and Klingelhutz properties as proposed based on the findings stated above.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

JOINT RESOLUTION OF THE CITY OF WACONIA AND THE TOWNSHIP OF WACONIA PURSUANT TO MINNESOTA STATUTES §414.0325, DESIGNATING AN UNINCORPORATED AREA IN NEED OF ORDERLY ANNEXATION, CONFERRING JURISDICTION OF THE AREA ON THE CHIEF ADMINISTRATOR LAW JUDGE OF THE MINNESOTA STATE OFFICE OF ADMINISTRATIVE HEARINGS, AND AGREEING TO IMMEDIATE ANNEXATION OF THE AREA TO THE CITY OF WACONIA.

City of Waconia Resolution No. _____

Township of Waconia Resolution Date: _____

**TO: Chief Administrative Law Judge
State Office of Administrative Hearings
Municipal Boundary Adjustments Unit
P.O. Box 64620
St. Paul, MN 55164-0620**

WHEREAS, the City of Waconia (the "City") and the Township of Waconia (the "Township") desire to enter into this Joint Resolution for Orderly Annexation to designate an area of the Township in need of orderly and immediate annexation for the purpose of bringing such area into the city limits; and

WHEREAS, a request from all of the property owners of the area proposed for designation and immediate annexation was received; and

WHEREAS, the area to be annexed is approximately 30.09 acres and adjoins the City, is urban or suburban in character, and the City is capable of providing services, if any, required by the area within a reasonable time; and

WHEREAS, the area is about to become urban or suburban and it is deemed appropriate by the City and the Township that said area be designated as in need of orderly annexation and be immediately annexed to the City.

NOW, THEREFORE, pursuant to Minnesota Statutes §414.0325, be it **JOINTLY RESOLVED** and agreed by the City Council of the City of Waconia and the Board of Supervisors of the Township of Waconia, Carver County, Minnesota, as follows:

1. The area subject to this Joint Resolution and designated for orderly and immediate annexation is legally described on attached **Exhibit A** and depicted with hatching on the map attached as **Exhibit B** (the "Land").
2. The orderly annexation area consists of approximately 30.09 acres, the population of the area is 0, and the land use type is agricultural.

3. The area is in need of orderly annexation and is for the purpose of providing municipal utility services to the Land.
4. This Joint Resolution confers jurisdiction on the chief administrative law judge over the annexation area and over the various provisions of this Joint Resolution.
5. This Joint Resolution provides for the conditions of annexation. No alteration of the stated boundaries are appropriate and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
6. There will be no change in the electric service or cost resulting from the annexation.
7. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City of Waconia may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Waconia Township may continue to levy on the annexed area for that levy year, and the City of Waconia may not levy on the annexation area until the following levy year.
8. There are no special assessments assigned by the Township to the Land and no debt incurred by the Township prior to the annexation and attributable to the Land need to be reimbursed.
9. To the extent, if any, that the annexation area contains streets or roadways, the City shall be solely responsible for any maintenance or improvements after the annexation has been ordered.
10. Tax Reimbursement. Pursuant to Minnesota Statutes §414.036, the City and the Township acknowledge that the reimbursement for taxable property has been satisfied. The owner of the Land and the Township have agreed that a single payment of \$ 500/ave will be made to the Township for the taxable property annexed by this Joint Resolution. The payment has already been made and a copy of the Township's receipt acknowledging payment is attached as **Exhibit C** (the "Receipt").
11. If the Minnesota Department of Transportation or the Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments requests technical corrections to the legal description attached as **Exhibit A** or the map attached as **Exhibit B**, then: i) City staff may make the requested corrections and attach revised exhibits to this Joint Resolution without further action of the City or Township; and ii) the Joint Resolution, with corrected exhibits, shall remain effective, valid, and enforceable.
12. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Waconia and the Board of Supervisors of the Township of Waconia.

Passed and adopted by the **Board of Supervisors of the Township of Waconia** this 29 day of January, 2026.



Paul J. Schup
Chairman

ATTEST: Sue Goede
Clerk, Clerk

Passed and adopted by the **City Council of the City of Waconia** this _____ day of _____, 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

EXHIBIT C
Form of Receipt

WACONIA TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP
FOR ANNEXATION OF TAXABLE PROPERTY

_____, 2025

Pursuant to Minnesota Statutes Section 414.036, the Town of Waconia hereby acknowledges the receipt of a single payment of \$ 500,000 as reimbursement for all the taxable property being annexed to the City of Waconia as described on Exhibit A and depicted on Exhibit B attached hereto and approves the annexation of such land. There are no special assessments assigned by Waconia Township to the annexed property and no debt incurred by the Township prior to the annexation attributable to the property annexed.

Waconia Township



Chairman, Chairman

EXHIBIT A
Property Description

PROPOSED ANNEXATION AREA: 30.9 acres.

Description of property:

That part of the South Half of the Northwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, lying southerly and easterly of CARVER COUNTY RIGHT-OF-WAY PLAT NO. 25.

AND

That part of the North Half of the Southwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, lying easterly of CARVER COUNTY RIGHT-OF-WAY PLAT NO. 25.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of said Southwest Quarter of Section 22; thence on a bearing of North along the East line of said Southwest Quarter, a distance of 1,509.79 feet; thence South 88 degrees 58 minutes 39 seconds West, a distance of 387.19 feet to the point of beginning of the land to be described; thence continuing South 88 degrees 58 minutes 39 seconds West, a distance of 500.00 feet; thence on a bearing of North, a distance of 500.00 feet; thence North 88 degrees 58 minutes 39 seconds East, a distance of 500.00 feet; thence on a bearing of South, a distance of 500.00 feet to the point of beginning.

EXHIBIT B-2

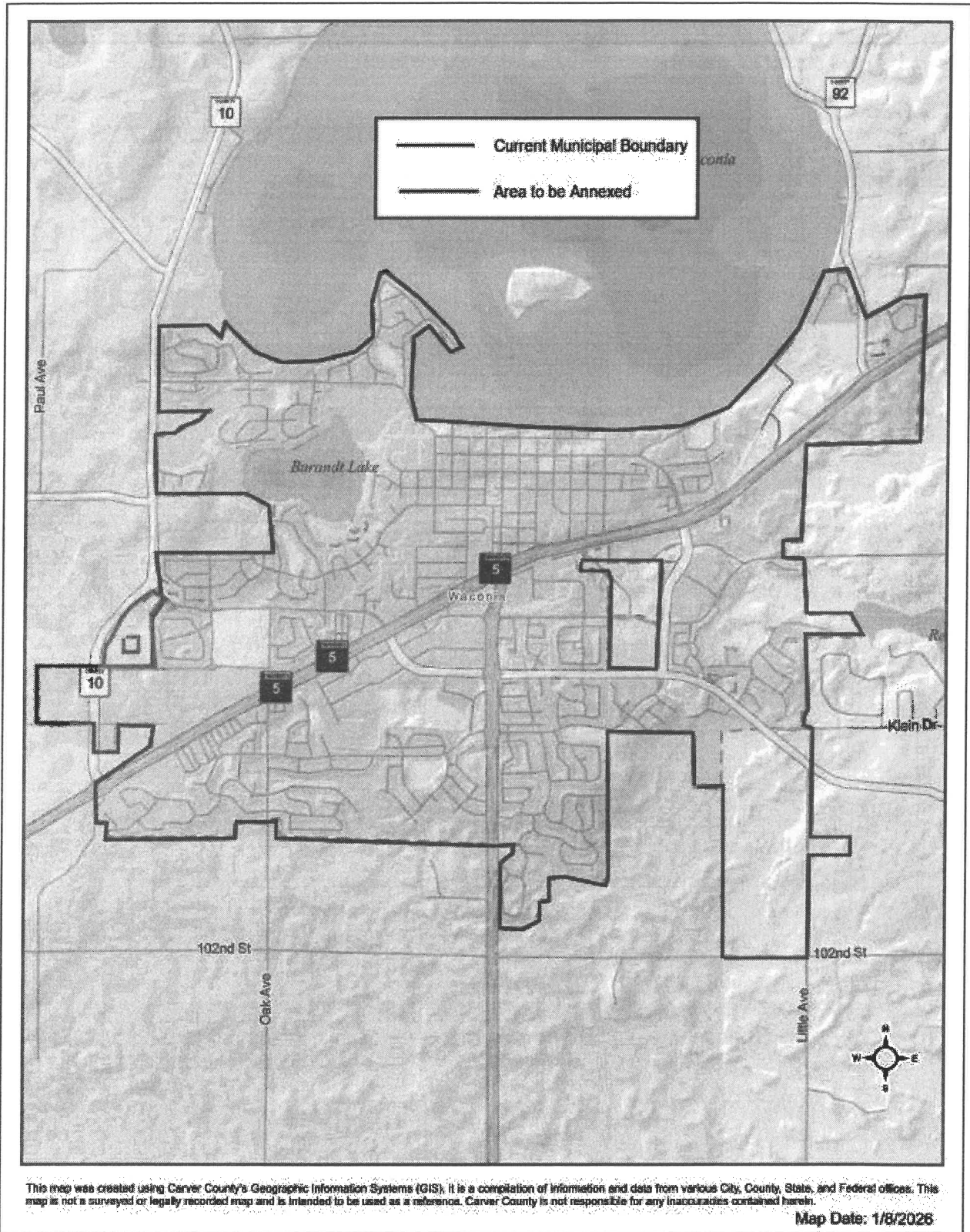


Exhibit C

LOCATION MAP—Area Proposed to be annexed in Red



NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION BY JOINT RESOLUTION OF CERTAIN LAND INTO THE CORPORATE LIMITS OF THE CITY OF WACONIA PURSUANT TO MINNESOTA STATUTES SECTION 414.0325, SUBD. 1B

CITY OF WACONIA

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of the City of Waconia, Minnesota, to consider the proposed annexation by joint resolution of certain land into the corporate limits of the City of Waconia pursuant to Minnesota Statutes Section 414.0325, Subd. 1b

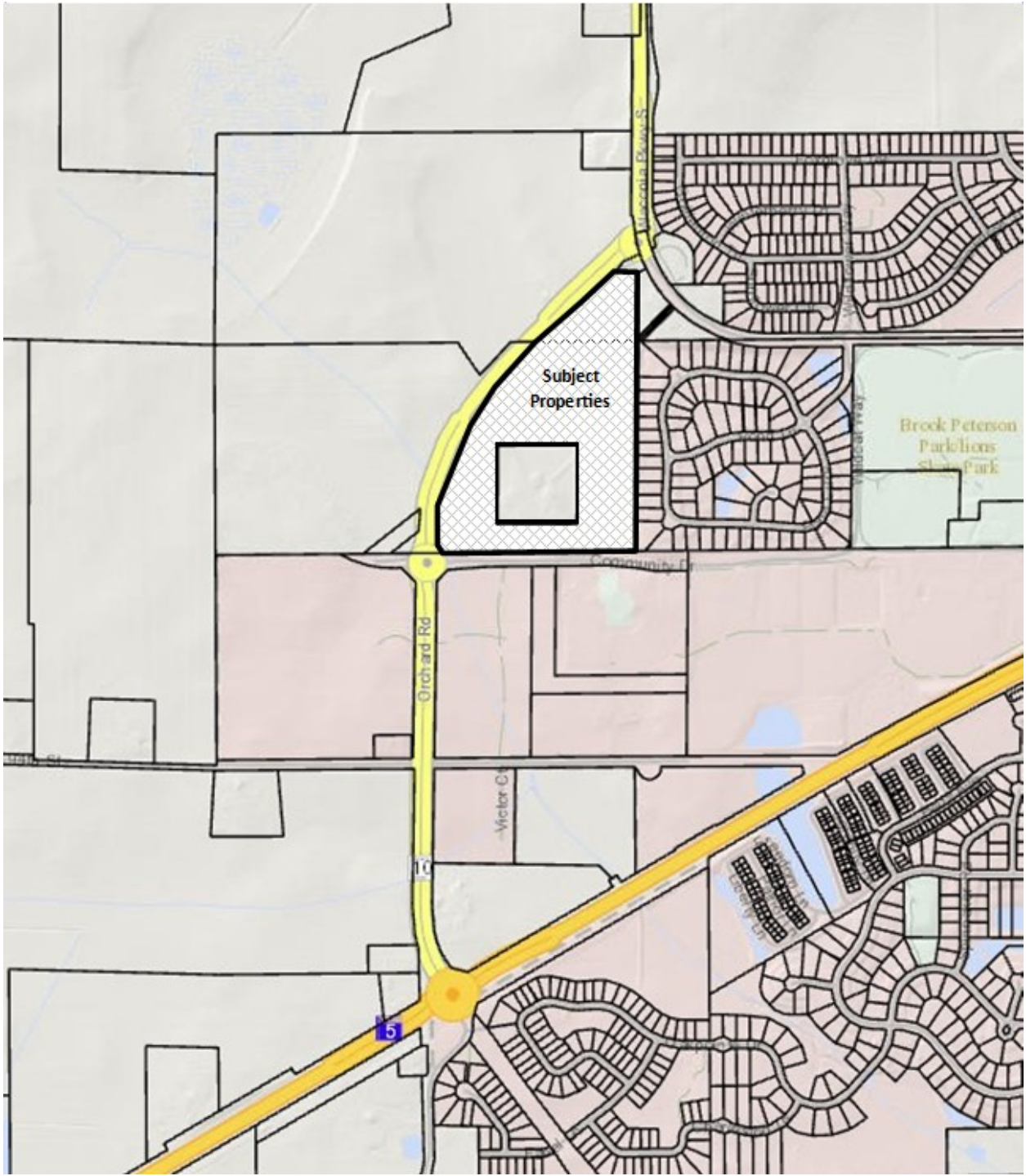
The land proposed for annexation is owned by EUGENE E & CAROL A WOLTER TRUST and KLINGELHUTZ FARMS LLC and described as approximately 31-acres including portions of PID number 090220420 and PID number 090220720. The parcels are located in Waconia Township, Minnesota. The land is depicted in the cross hatched area on attached Exhibit A. Full sized Legal description available upon request.

NOTICE IS FURTHER GIVEN that such hearing will be held in the Council Chambers of the City Hall in the City of Waconia at 201 Vine Street South on **Monday, March 2nd, 2026, at 6 p.m.**, at which time and place the City Council, as required by law will consider the proposed annexation and shall hear all persons or parties interested in this matter.

CITY OF WACONIA

Lane Braaten, Community Development Director

Exhibit A





Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

MEMORANDUM

Date: February 10, 2026
To: Lane Braaten, Community Development Director
CC: Jon Haukaas, Public Services Director
From: Jake Saulsbury, City Engineer
Subject: Wolter Parcel

The Wolter Trust parcel, which is located north of the high school and east of CSAH 10, has submitted an annexation request. The purpose of this memo is to provide high-level review comments and concerns related to the potential development of this parcel.

- Traffic/Access - Depending on what Carver County determines as the “Area Type” and “Typical Functional Class” on their access management table, a full access onto CSAH 10 may not be allowed. Approval as to CSAH 10 access location(s) and type(s) should be obtained from Carver County before considering a site layout and what type of access may or may not be allowed onto Community Drive. A traffic study may be required.
- Sanitary Sewer - The remaining sanitary sewer capacity in this area is planned to be used up by the Burandt property to the north of the Fields Development. Therefore, the sewer to serve the subject site needs to connect to the existing lift station to the southeast on 94th Street. This additional wastewater flow will also require abandoning the temporary north-south forcemain and utilizing the ultimate east-west forcemain from this lift station. The connection of this east-west forcemain will need to be to a downstream sewer stub on the south side of Hwy 5. Therefore, a gravity sewer main needs to be constructed from the east end of 94th Street to the south side of Hwy 5. This will require a casing under Hwy 5 and will likely require easements from properties north of Hwy 5.
- Water – Water availability is subject to the installation and connection of additional wells in 2027 or 2028. All existing water capacity is currently allocated to previously annexed new development properties and redevelopment projects. Also, looping of the trunk watermain is required from Waconia Parkway South to Community Drive. This will require a portion of this main to go through/along the Klingelhutz parcel to the north.
- Stormwater - The stormwater drainage of this parcel is split into two different subwatersheds. The CCWMO will require oversizing if treated areas are being rerouted to a new location. Between that and the requirement to provide an access shelf around all ponds, additional ponding / stormwater management space will be needed.

Name: Wolter Parcel
Date: February 10, 2026
Page: 2

- Pedestrians – A sidewalk or trail connection to the high school campus should be provided. If that location is desired at the proposed access / intersection with Community Drive or somewhere else further east, a lighted ped crossing system is also recommended.
- Parking – Having many townhomes on narrow private streets will result in a recommendation to also include off-street parking.
- Other - Including the development of the remaining / separate parcel in the center of the Wolter Parcel, as well as the portion of the Klingelhutz parcel to the north that is east of CSAH 10, is preferred (or at a very minimum, a ghost plat including these additional parcels should be provided).

Please let me know if you have any questions or if you require any additional information.

From: [Jason Mielke](#)
To: [Lane Braaten](#)
Subject: RE: Nick Koktavay Contact Info
Date: Wednesday, January 7, 2026 1:02:39 PM

Lane,

Here are some talking points as they relate to the Carver County Zoning Code permitted, conditional, and interim use standards.

After doing some additional review of the Waconia Parkway LLC and easterly portion of the Wolter properties, the following has been determined:

The properties are located in the Agricultural Zoning District with a Transition Area Overlay. All land in the Transition Area Overlay Zone [Sections 152.160 - 152.162](#) remains in the Agricultural Zoning District with the following restrictions and requirements:

- *Animal agriculture.* New animal agriculture operations of 30 animal units (AU) or more are prohibited. For the purpose of this section, a **NEW ANIMAL AGRICULTURE OPERATION** shall mean ten AU or more, as defined in the feedlot management regulations.
- *Administrative permits.* Applications or requests for accessory uses and structures requiring an administrative special use permit shall be referred to an appropriate municipal official for review and comment before the permit is approved or denied by the Department.
- *Conditional use permits.* Applications or requests for conditional uses shall be referred to an appropriate municipal official for comment and consideration as early on as possible, at a minimum, prior to the public hearing. Conditional uses provided for in the Agriculture District should not be permitted in transition areas if they are a significant departure from the future land use in the city's comprehensive plan and the use is of a nature that it could not easily and economically be converted to the planned land use upon urbanization.

Permitted activities with no Land Management Department approval include:

- **Accessory storage structures including sheds,** attached and detached garages, detached porches, detached recreational buildings and detached hobby structures: These structures shall be used only by the occupants of the residence for personal storage, hobbies, recreation, entertainment, family uses, private maintenance and repair activities, and for the keeping of animals and appurtenant equipment and supplies, and as otherwise regulated by this chapter. Guest quarters and/or additional dwelling units are strictly prohibited. No products or services shall be offered for sale or pay or similar remuneration except as permitted for a home occupation or as otherwise regulated by this chapter.
- **Home occupations.** It is the intent of this division to provide for the operation of a business or profession within the home (including attached garage) or with the home as a base of operations provided that the operation of the home occupation is secondary to the use of the home, land, and any accessory structures for residential purposes. The home occupation shall be conducted principally by the members of the family occupying the dwelling. The following are permitted home occupation uses: offices, professional services, craft or trade, hair styling salon or barber, dog grooming, teaching, tutoring, or counseling, repair and single truck owner operators.

Administrative Permit uses include:

- **Occasional special events** not to exceed three requests per year for any parcel of land. Gatherings or events, for a maximum of two days in length, which are open to or accessible by the general public.
- **Roadside stands less than 200 square feet for the sale of horticultural products grown on the premises** or grown by the owner of the roadside stand, on a seasonal basis, that has a “pick your own” component with an operational area accessed by the public greater than two acres in size, provided sufficient off-street parking is available.

Conditional/Interim Uses include:

- **Farm-related businesses.**
 - A business directly related to the conduct of agriculture that involves retail sales beyond the scope of a roadside stand or yard sale, including “pick your own” sales; or operational limits exceeding that of a home occupation; or a commercial structure that would be constructed according to State Building Code.
 - The following specific standard must be met: the business is 70% farm- related under one or more of the following criteria:
 - 1. The business provides a repair or maintenance service for equipment unique and necessary to agricultural operations;
 - 2. The business produces a product or involves a process that utilizes locally grown or produced commodities; or
 - 3. The business involves sales and/or purchasing of products of the local agricultural economy or of goods unique and necessary to agricultural operations.
- **Home extended business accessory use.**
 - It is the intent of this section to provide for the use of newly constructed accessory structures, or adaptive re-use of residential accessory and farm structures on parcels two acres or greater by permitting the use of the structures for limited business purposes upon the issuance of a conditional use permit pursuant to this section. Permits shall be issued and remain in effect pursuant to this section only upon findings that the proposed use will clearly be accessory and subordinate to the principal use of the land. Examples of businesses permitted under this section include woodworking, repair, machining, professional services, and small-scale contractor’s activities.
- **Contractor’s yards.**
 - This subsection is intended to provide for contractor’s yards established after January 1, 1989. A contractor’s yard is a site used for storage of equipment and supplies by a contractor in the operation of his or her business. For purposes of this subsection a contractor is a person whose business is contracting work in any of the building trades, landscaping, road building, sewer installation, or has at least two trucks, but fewer than ten used to supply a service to local communities.
- **Churches.** Related structures and activities, including education and classes, located on the same site which are an integral part of the church proper and convents or homes for persons related to the religious functions.

Let me know if you have additional questions.

Jason

Jason Mielke

Carver County Land Use Manager

D: 952-361-1817 | O: 952-361-1820

jmielke@carvercountymn.gov

www.carvercountymn.gov

Carver County Public Services Division
Land Management Department
Government Center, Admin Bldg
600 East 4th Street Chaska, MN 55318-2101

From: Lane Braaten <lbraaten@waconiamn.gov>

Sent: Tuesday, January 6, 2026 3:24 PM

To: Jason Mielke <jmielke@carvercountymn.gov>

Subject: Nick Koktavy Contact Info

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Jason,

Thanks again for the time and insight. Could you send Nick K.'s contact information? I will reach out to him in a few weeks if this Kirsch application gets finalized.

Lane L Braaten

Community Development Director

City of Waconia

201 South Vine Street

Waconia, MN 55387

Office: 952-442-2184

Direct: 952-442-3106

www.waconia.org



Waconia is shifting to a .gov domain! Sending to my old email address will continue to work, however please send future communication to lbraaten@waconiamn.gov

City of Waconia City Council
201 S. Vine St
Waconia, MN 55387

Lane Braaten
Community Development Director
City of Waconia

February 23, 2026

To whom it may concern,

My company owns the property located at 1705 Waconia Parkway. 1705 Waconia Parkway property lies in the center of the property currently under consideration for annexation from Waconia Township into the city of Waconia.

My company is currently renting 1705 Waconia Parkway and views this as a long-term investment. Potentially one day in the distant future we may consider developing.

We view this annexation request as very premature for several reasons.

1. The properties should be developed together. If the topography is reviewed as a whole the high area of the properties sits with 1705 Waconia Parkway. To properly balance the properties should develop together.
2. The county opposes the development as 1705 would remain in the township as a remnant parcel. The county historically has opposed leaving these remnant parcel in the township while the property surrounding is annexed to cities.
3. It is my understanding that the Carver County Watershed Management Organization (CCWMO) opposes it because it would require many stormwater permits and management structures with the CCWMO for the property being annexed and future annexations.
4. Lastly, my company views this as premature given the amount of development in the city of Waconia today. There are hundreds of lots available to develop. To add additional lots would saturate the market at this time.

Sincerely,


Jason Palmby
jason@palmby.com
612-220-6641



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

**PETITION TO ANNEX PROPERTY
INTO THE CITY OF WACONIA**

(Waconia Township – Orderly Annexation – All Property Owners)

To: City of Waconia, Minnesota (the “City”)

From: The property owners signing this petition (collectively, the “Petitioner”)

Petitioner requests the City to annex the area described in this petition into the City pursuant to Minnesota Statutes §414.0325.

1. **Support for Petition.** In support of its petition, Petitioner represents and warrants to the City as follows:

a. **Property.** The property Petitioner desires to annex into the City is described on attached Exhibit A (the “Property”). *[Note: The City requires a legal description and sketch of the property. If you do not have one, please engage an attorney or surveyor to prepare these application elements before you submit this petition. The description on your tax statement is not a legal description and may not be used.]*

b. **Size of Property.** The Property is 30.9 acres in size.

c. **Location of Property.** The Property is located in Laketown Township, Minnesota, and does not *[circle only one]* abut the City limits.

d. **Reason.** The reason for the requested annexation is:

Applicant is proposing to develop the site as small lot SF residential

subject to provision of municipal services from City of Waconia

- e. **Waiver of Electric Utility Service Notice.** If the City annexes the Property, the electric utility service provider for the Property may change. Prior to submitting this petition, Petitioner contacted the electric service utility provider for the Property and determined if such change will occur and, if so, the impact such change will have on the cost of electric utility services for the Property. Petitioner waives the right to receive any notice from the City regarding the effect of annexation on the cost of electric services for the Property including, but not limited to, any notice required by Minnesota Statutes §414.0325, Subd. 1a.
2. **Township Reimbursement for Taxable Property.** If the Property is taxable, the township where the Property is currently located is entitled to reimbursement pursuant to Minnesota Statutes §414.036. The City requires the Petitioner to pay such reimbursement as a condition of annexation. The amount of the reimbursement must be determined prior to City Council action. Please call the City's Community Development Director at (952) 442-3106 for additional information.
 3. **Fees and Escrow.** When the Petition is submitted, the Petitioner shall pay an annexation filing fee of \$20.00 per acre with a minimum fee of \$300.00 and a maximum fee of \$900.00. In addition, the Petitioner agrees to reimburse the City for all costs and consulting fees incurred by the City in reviewing and acting on the petition to annex the Property. Petitioner shall deposit with the City an escrow of \$1,000.00 per application to secure payment of such costs and consulting fees. Both the per acre fee and the \$1,000.00 escrow must be submitted with this Petition.
 4. **Petitioner.** Each person or entity having an ownership interest in the Property has signed this petition. *[Examples: If a husband and wife own property as joint tenants, both must sign. If siblings own property as tenants in common, all siblings must sign. If a corporation or limited liability company owns property, an authorized officer must sign on behalf of the entity.]*

SIGNATURES

[If you are signing for any entity, write the name of the entity above the signature line and place the title of your office (e.g. President) after your signature.]

Dated: 11/18/25 Robert S. Burando

Dated: 11/18/25 Erwin E. Walker

[Add additional signature pages if additional signature lines are needed.]

OFFICE USE ONLY

Date Received: _____

Fee: \$ _____

Receipt #: _____

EXHIBIT A
Legal Description and Sketch of Property to be Annexed

Description of property:

That part of the South Half of the Northwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, lying southerly and easterly of CARVER COUNTY RIGHT-OF-WAY PLAT NO. 25.

AND

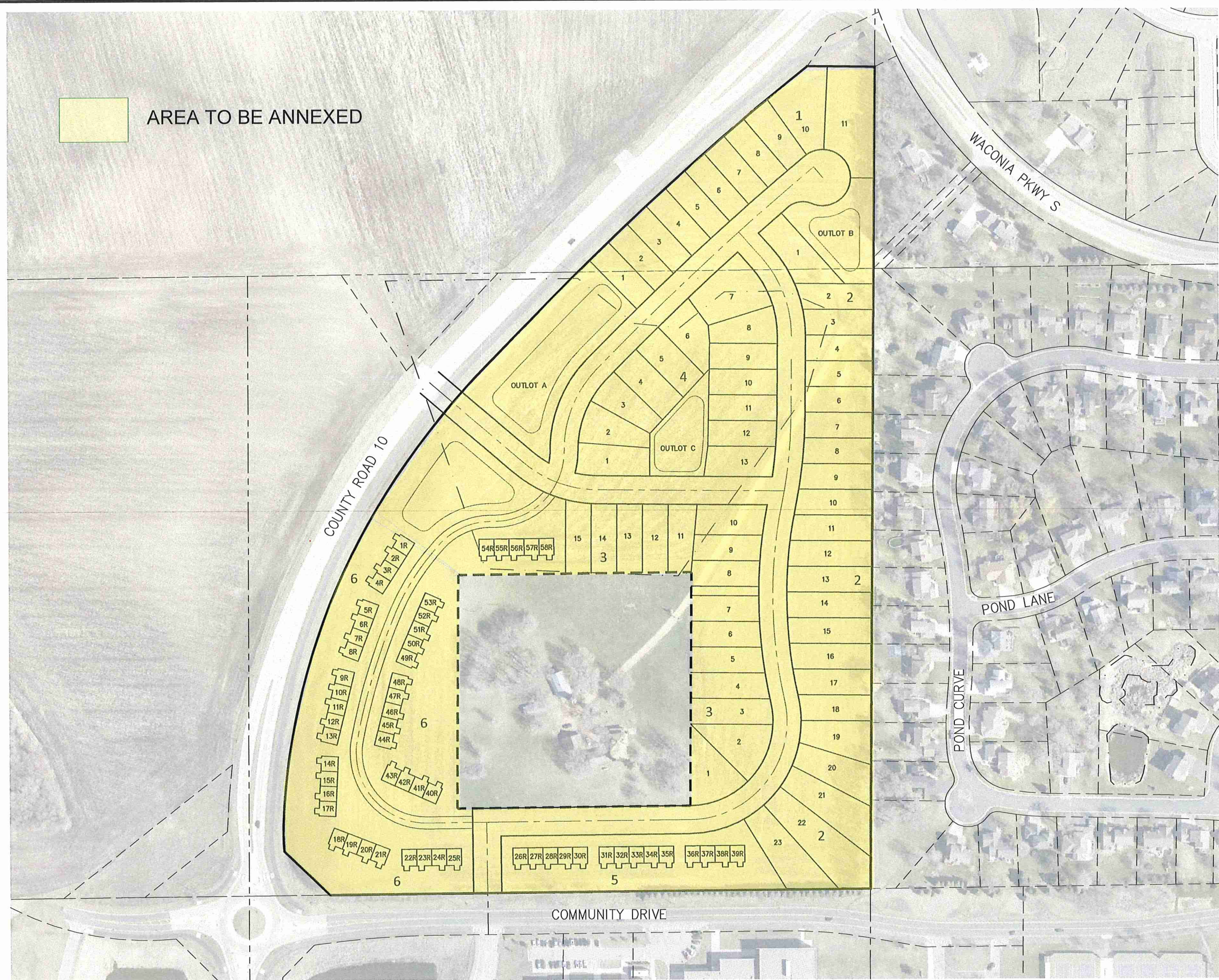
That part of the North Half of the Southwest Quarter of Section 22, Township 116, Range 25, Carver County, Minnesota, lying easterly of CARVER COUNTY RIGHT-OF-WAY PLAT NO. 25.

EXCEPTING THEREFROM:

Commencing at the Southeast corner of said Southwest Quarter of Section 22; thence on a bearing of North along the East line of said Southwest Quarter, a distance of 1,509.79 feet; thence South 88 degrees 58 minutes 39 seconds West, a distance of 387.19 feet to the point of beginning of the land to be described; thence continuing South 88 degrees 58 minutes 39 seconds West, a distance of 500.00 feet; thence on a bearing of North, a distance of 500.00 feet; thence North 88 degrees 58 minutes 39 seconds East, a distance of 500.00 feet; thence on a bearing of South, a distance of 500.00 feet to the point of beginning.



AREA TO BE ANNEXED



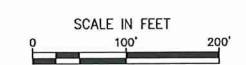
SITE DATA
 EXISTING ZONING – AG
 PROPOSED ZONING – PUD – R2/R3

TOTAL AREA – 36.66 ACRES
 WETLAND AREA – 0.00 ACRES
 TOTAL NET AREA – 36.66 ACRES

TOTAL UNITS 120 UNITS
 NET DENSITY 3.27 UNITS/AC

SINGLE FAMILY – 55' (R2) 62 UNITS
 MINIMUM LOT WIDTH 55 FEET
 MINIMUM LOT WIDTH (CORNER) 65 FEET
 MINIMUM SETBACKS
 FRONT 25 FEET
 SIDE (HOUSE) 5 FEET
 SIDE (GARAGE) 5 FEET
 SIDE (STREET) 15 FEET
 REAR (LOTS) 30 FEET
 REAR (COUNTY ROAD) 50 FEET
 MINIMUM LOT SIZE 7,850 S.F.

ROW TOWNHOMES (R3) 58 UNITS
 MINIMUM SETBACKS
 FRONT (BLDG TO BOC (PRIVATE)) 25 FEET
 FRONT (BLDG TO PUBLIC R-O-W) 25 FEET
 SIDE (BLDG TO BLDG) 25 FEET
 SIDE (BLDG TO BOC (PRIVATE)) 25 FEET
 SIDE (BLDG TO PUBLIC R-O-W) 25 FEET
 REAR (BLDG TO BLDG) 30 FEET
 REAR (BLDG TO BOC (PRIVATE)) 30 FEET
 REAR (COUNTY ROAD) 50 FEET
 MAXIMUM IMPERVIOUS PERCENTAGE 70%



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2999 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306



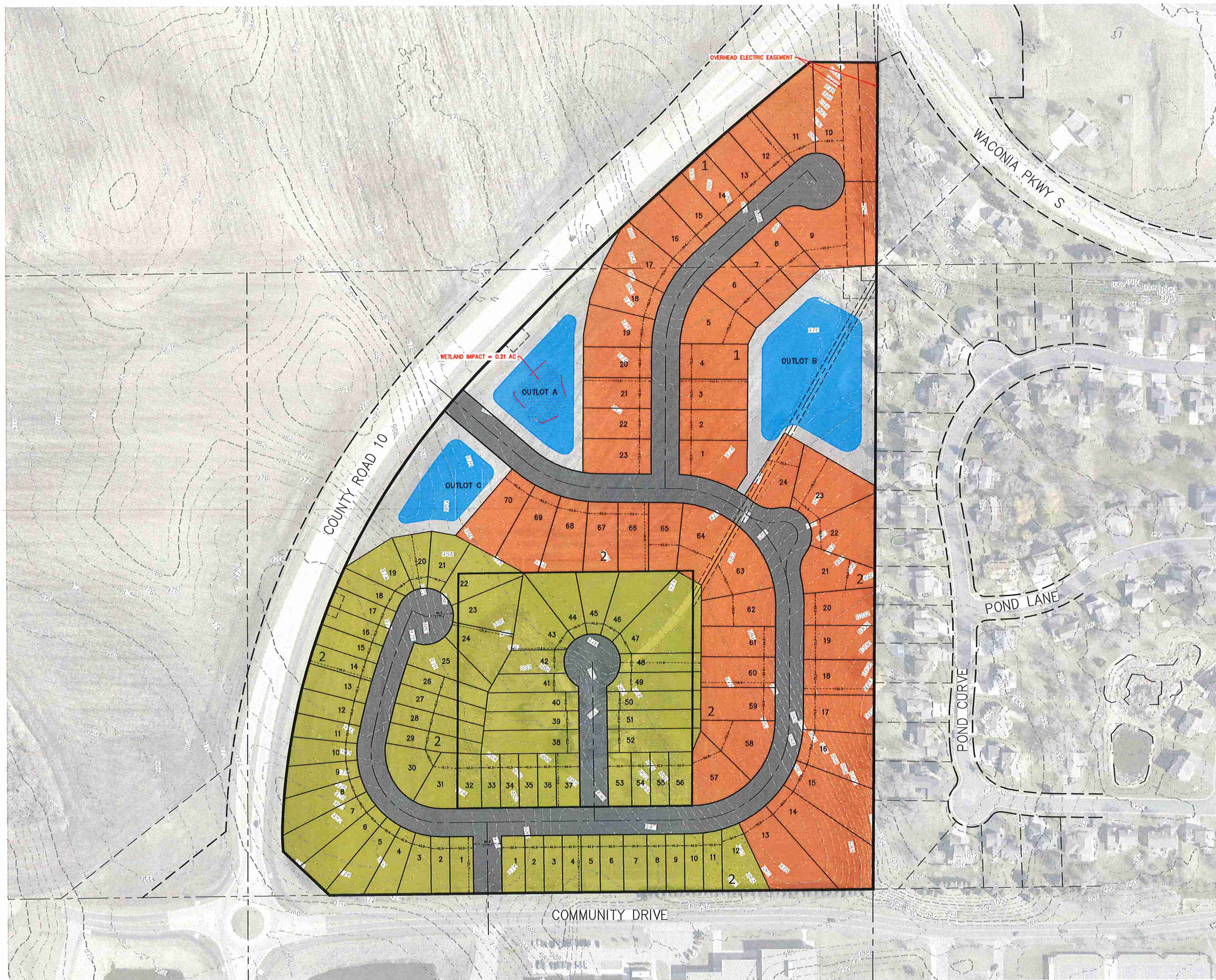
WOLTER SITE
 WACONIA, MINNESOTA
 CONCEPT PLAN - ALTERNATE LAYOUT
 FOR
 SUMMERGATE

DRAWN BY
 CTY
 DATE
 05/12/25
 REVISIONS

PROJECT NO.
 24290-00
 SHEET 1 OF 1

F:_Civil_3D_Projects\24290\PRE-PLAT PLANS\24290_BaseMap - AIL Layout.dwg - 5/12/2025 01:19PM

F:\Civil_3D\Projects\24290\PRE-PLAT PLANS\24290 BaseMap_40'&65' OPTION 2.dwg - 10/22/2025 03:01PM

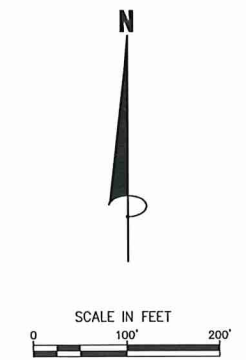


SITE DATA
 EXISTING ZONING - AG
 PROPOSED ZONING - PUD - R2/R3
 TOTAL AREA - 36.66 ACRES
 PRESERVED WETLAND - 0.00 ACRES
 TOTAL NET AREA - 36.66 ACRES
 TOTAL UNITS 117 UNITS
 NET DENSITY 3.19 UNITS/AC

SINGLE FAMILY - 40' (R3) 68 LOTS
 MINIMUM LOT WIDTH 40 FEET
 MINIMUM LOT WIDTH (CORNER) 50 FEET
 MINIMUM LOT DEPTH 115 FEET
 MINIMUM SETBACKS
 FRONT 25 FEET
 SIDE (HOUSE) 5 FEET
 SIDE (GARAGE) 5 FEET
 SIDE (STREET) 15 FEET
 REAR (LOTS) 30 FEET
 REAR (COUNTY ROAD) 50 FEET
 MINIMUM LOT SIZE 4,600 S.F.

SINGLE FAMILY - 65' (R2) 49 LOTS
 MINIMUM LOT WIDTH 65 FEET
 MINIMUM LOT WIDTH (CORNER) 75 FEET
 MINIMUM LOT DEPTH 130 FEET
 MINIMUM SETBACKS
 FRONT 25 FEET
 SIDE (HOUSE) 5 FEET
 SIDE (GARAGE) 5 FEET
 SIDE (STREET) 15 FEET
 REAR (LOTS) 30 FEET
 REAR (COUNTY ROAD) 50 FEET
 MINIMUM LOT SIZE 8,450 S.F.

STORMWATER BASINS
 65' LOTS
 40' LOTS



James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2899 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306

WOLTER SITE
 WACONIA, MINNESOTA
 CONCEPT PLAN OPTION 2
 FOR
 SUMMERGATE

DRAWN BY
 CTY
 DATE
 05/12/25
 REVISIONS

10/03/25 REV FOR EX DRIVEWAY
 10/21/25 REV FOR 40' & 65' LOTS

PROJECT NO.
 24290-00
 SHEET 1 OF 1



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.1. Approve the February 19, 2026, Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the February 19, 2026, Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the February 19, 2026, Council Minutes.	
ATTACHMENTS: 1. Council Minutes February 19, 2026	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
FEBRUARY 19, 2026**

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the February 19, 2026, City Council Meeting to order at 6:00 p.m. with all Council Members present.

2. PLEDGE OF ALLEGIANCE

Mayor Litfin led all in the Pledge of Allegiance.

3. PROCLAMATIONS

None

4. ADOPT AGENDA

Motion to Adopt the Agenda as published made by Council Member Coleman seconded by Council Member Siddons.

MOTION CARRIED.

5. PUBLIC HEARING

1) PUBLIC HEARING –Vacation of Drainage and Utility Easement – Waterford 9th Addition, Outlot A and Outlot C

Shane Fineran, City Administrator, explained that the phased development of the Waterford residential project has required the developer to dedicate drainage and utility easements across all Outlots platted throughout the various phases of the Waterford Addition. The developer is requesting that the identified drainage and utility easements encompassing Outlots A and C of Waterford 9th Addition be vacated. The vacation of these easements is necessary to allow Outlots to be replatted in a manner consistent with the proposed Waterford 10th Addition, which is included on the consent agenda. JMH Land Development Company, as the underlying property owner of Outlots A and C, Waterford 9th Addition, has petitioned for the vacation of the identified drainage and utility easements. No public comments were received regarding this request and the Planning Commission voted 5-0 in favor of this vacation.

Motion to open the public hearing for approval of the Vacation of the Drainage and Utility Easement identified for Outlot A and C , Waterford 9th Addition made by Council Member Grengs seconded by Council Member Siddons.

MOTION CARRIED.

Motion to close the public hearing made by Council Member Grengs, seconded by Council Member Coleman.

MOTION CARRIED.

Motion to adopt Resolution No. 2026-045 approving the Vacation fo the Drainage and Utility Easement identified for Outlot A and Outlot C, Waterford 9th Addition made by Council Member Siddons, seconded by Council Member Gleason.

MOTION CARRIED.

6. OPEN FORUM

Mayor Lifin provided direction on open forum.

Bernie Benz, 528 Ravencroft Road, addressed the Council for the third time regarding the proposed franchise fees. Mr. Benz stated that he and his neighbors are not in favor of implementing franchise fees and questions whether any residents are actually supportive of the proposal. He encouraged Council Members and residents to closely review their Xcel Energy bill, noting that there are already numerous additional charges associated with electricity service. Mr. Benz expressed concern that the proposed franchise fee amounts have changed three times and stated that he would prefer the Council identify specific projects to be funded through the budget process and consider placing the matter before residents on a ballot.

7. COMMUNITY INTEREST PRESENTATIONS

None.

8. ADOPT CONSENT AGENDA

- 1) Approve the February 2, 2026, Council Minutes.**
- 2) Approve February 19, 2026 Expenditures**
- 3) Safari Island Community Center Expenditures from Sports Facilities Companies Incurred January 2026**
- 4) Ice Arena Expenditures from Sports Facilities Companies Incurred January 2026**
- 5) Group Fitness Room Sound System Replacement - Safari Island Community Center**
- 6) Group Fitness Small Equipment - Safari Island Community Center**
- 7) Award Contract for Sealing of Wells 3&4**
- 8) Public Services and Water Treatment Plant HVAC Projects**
- 9) Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**
- 10) 801 Highway 284 Small Area Plan Project**

- 11) **Carver County CDA Planning Grant for Small Area Plan**
- 12) **Waterford 10th Addition Final Plat – JMH Land Development Company**
- 13) **Collaboration Agreement Between City of Waconia and Carver County for GIS Software Licensing**
- 14) **Approve Waconia Works Loan for Springs Wellness Center - 26 2nd Street West**
- 15) **Authorize Application for Metropolitan Council Municipal Inflow and Infiltration Grant**
- 16) **Call Public Hearing - Revision to City's Fee Schedule : Waconia City Code - Chapter 1100**
- 17) **Audio Visual Equipment Upgrade City Council Chambers**
- 18) **Hire of Street Maintenance Worker**
- 19) **Recruitment Services Authorization**
- 20) **Temporary On-Sale Liquor Licenses Waconia Lions**

Motion made to adopt the Consent Agenda as published was made by Council Member Siddons, seconded by Council Member Coleman.
MOTION CARRIED.

9. COUNCIL BUSINESS

1) **SITE PLAN and DESIGN REVIEW – GVT Tire & Auto**

Shane Fineran, City Administrator, stated that Axys Construction has submitted a site plan and design review application proposing the construction of a 6,640 square foot motor vehicle repair garage at 401 13th Street East in Waconia. The subject property is currently a vacant parcel owned by the City. The proposed GVT Tire & Auto building complies with all required setbacks, hardcover, and building height requirements for the B-1 Highway Business District. The applicant has proposed installation of a sidewalk along the front facade of the building, as well as a pedestrian connection linking the sidewalk from the New Creations Day Care site north to the existing sidewalk located along the south side of County Road 10. Based on a review of the plan provided by the applicant, the Planning Commission determined that the application meets the Highway Business District Design Standards and voted 5-0 to approve the application, subject to the conditions outlined in the meeting packet. The site plan includes screening on the north side of the property; additional required screening will be addressed during the building permit process. This development will complete the small three-lot commercial area.

Motion to adopt Resolution No. 2026-060 approving the Site Plan & Design Review Application for the property located at 401 13th Street East made by Council Member Grengs, seconded by Council Member Gleason.
MOTION CARRIED.

2) **Franchise Agreement & Fee Ordinance Updates**

Nicole Meyer, Finance Director, stated that this agenda item was previously tabled at the January 20th Council Meeting. As the matter involves several ordinances and resolutions, Ms. Meyer provided a summary for the Council's consideration. Currently, the City has three franchise fee holders; Xcel Energy, CenterPoint Energy, and Minnesota Valley Electric. The Council has been discussing the implementation of franchise fees for approximately one year, with initial discussions beginning at a work session last year. During that time, the Council reviewed projected revenues, the methodology for calculating those revenues, and the overall financial impact such fees would have on the City. As part of the annual budget process, the Council engaged in further discussion regarding franchise fees and their potential impact on the Capital Improvement Plan. On December 22nd, the Council conducted a public hearing on this topic and undertook extensive public outreach efforts to ensure transparency. Communication efforts included information distributed through the City Newsletter, the City website, and social media platforms. Adoption of the proposed ordinances would result in franchise fees being applied to residents' natural gas and electric utility bills. The proposal under consideration includes a \$5 per month, per utility fee for residential customers. As outlined in the ordinances, the revenue generated from these fees would be designated specifically for mill & overlay street projects and park equipment replacements.

Staff is requesting that Ordinance No. 790 and Resolution No. 2026-035 related to Minnesota Valley Electric be tabled, as the Staff continues to address several outstanding construction items unrelated to the franchise fee structure itself.

Shane Fineran outlined the procedure for these action items. Each Ordinance has a corresponding Resolution for summary publication. Each resolution requires a 4/5ths vote.

Mayor Litfin stated *that an explanation is important tonight as the Council discusses and votes on franchise fees. I could vote yes to show solidarity with Council Members. I see the benefits of franchise fees. However, at this point, I do not agree with franchise fees. We all want the same things for our wonderful City. Often the details and the process are what we disagree on. This is such an important topic because of that, a month ago, I asked the Council to consider placing this on a ballot. And that was dismissed. Now the citizens have asked me to vote no or do what I can to put this item on the ballot. I have been told by Council Members that an elected official, myself, will benefit from street improvements and playgrounds without taking the hard vote. As I said earlier, we can make these improvements—just not as often. All indications are that franchise fees will pass tonight on a 4-1 vote. Voting no to franchise fees is the hard vote. As a city, we cannot normalize hidden taxes. Franchise fees are hidden taxes. Based on feedback from multiple residents and my belief that our residents pay enough in taxes, I need to stand on principle and vote no on franchise fees. Thank you for listening.*

Council Member Coleman stated *that tonight we are facing a fundamental choice.*

We can step up to responsibly fund the maintenance of our city streets and parks, or we can allow them to worsen while slapping homeowners with something that would be nearly a 20% property tax increase. Along with three of my fellow Council Members, I stand committed to doing our duty. Delivering safe roads which keep our commute reliable, our economy moving, and quality parks that offer fun spaces for our children and families. These are essential services. Skimping on them means that we are failing the community that we serve. The franchise fees before us are the most affordable and the fairest option that we have. It is dedicated strictly to pavement management, street repairs, and replacing one aging playground per year without a massive tax hike that would otherwise be required. So you can ask why it is the fairest. Property taxes hit homeowners almost exclusively. Renters, who are a key part of our community and drive our streets and play in our parks daily, non-profits, schools, churches, and other tax-exempt users do not have to pay for that same infrastructure. Franchise fees fix that inequity by spreading the cost equally across every gas and electric customer through a small monthly addition to their utility bills. Everyone who benefits pays their fair share with no exemptions and no disproportionate burden on the property tax owners. And it is the most affordable for nearly everyone. City estimates show that this equates to roughly \$120 per year per residential address, which is about \$5 per month. A flat, predictable amount. Compare that to funding the same through property taxes, which comes out to an extra \$145 annually for the average home, with costs rising over time as values increase. Franchise fees deliver stable revenue right away, including for new growth at a lower net cost for most households, and with proven success in similar cities around us. This avoids a big tax jump while keeping our infrastructure strong. I have talked personally with many residents explaining clearly how the franchise fees work, what they are dedicated to—streets and parks only, and why they are a better alternative than a broad property tax hike. The response has been very supportive. People understand and appreciate the fairness of sharing the burden more equitably and the real cost savings for most households. Some may argue that we could simply do less or go without major fixes, cut back on street maintenance, delay playground replacements, or pass things minimally. But that is not leadership. It is kicking the can down the road, leading to higher long-term costs, emergency repairs are far more expensive than planned fixes, safety risks on roads that are breaking down as well as diminished quality of life in our parks. Our residents deserve better than deferred maintenance that turns small problems into big costly crises. We directly asked the Mayor to identify alternative savings all through the budget to cover these needs without new revenue. Despite that request, the Mayor was unable to find viable offsets, proving that doing less is not backed by realistic budget alternatives that protect core services. Unfortunately, the Mayor appears set on opposing this plan. Seemingly prioritizing this route over the practical, equitable relief that it provides our residents. This stance risks an unfair burden on homeowners, prolonged neglect of our infrastructure, and missed opportunities for true fairness. Let's reject these shortcuts and choose responsibility. Let's invest in Waconia's future without punishing property owners or shortchanging our streets and parks.

Motion to Adopt Ordinance No. 787 Amending a Gas Energy Franchise Fee on

Centerpoint Energy Minnesota Gas ("Centerpoint Energy") for Providing Gas Energy Services within the City of Waconia was made by Council Member Coleman, seconded by Council Member Siddons.

Coleman: Aye
Siddons: Aye
Gleason: Aye
Grengs: Aye
Litfin: Nay

MOTION CARRIED.

Motion to Adopt Resolution No. 2026-032 Approving Summary Publication of Ordinance No. 787 made by Council Member Grengs, seconded by Council Member Siddons.

Grengs: Aye
Siddons: Aye
Gleason: Aye
Coleman: Aye
Litfin: Nay

MOTION CARRIED.

Motion to Approve Ordinance No. 788 Amending the Provision of the Electric Utility Franchise for Northern States Power Company ("Xcel Energy"), Waconia City Code Chapter 595 to Provide for a Franchise Fee made by Council Member Coleman, seconded by Council Member Siddons.

Coleman: Aye
Siddons: Aye
Gleason: Aye
Grengs: Aye
Litfin: Nay

MOTION CARRIED.

Motion to Adopt Resolution No. 2026-033 Approving Summary Publication of Ordinance No. 788 made by Council Member Grengs, seconded by Council Member Siddons.

Grengs: Aye
Siddons: Aye
Gleason: Aye
Coleman: Aye
Litfin: Nay

MOTION CARRIED.

Motion to Approve Ordinance No. 789 Implementing an Electric Energy Franchise Fee on Northern States Power Company ("Xcel Energy") for Providing Electric Energy Service Within the City of Waconia was made by Council Member Coleman, seconded by Council Member Siddons.

Coleman: Aye

Siddons: Aye
Gleason: Aye
Grengs: Aye
Litfin: Nay

MOTION CARRIED.

Motion to Adopt Resolution No. 2026-034 Approving Summary Publication of Ordinance No. 789 made by Council Member Coleman, seconded by Council Member Grengs.

Coleman: Aye
Grengs: Aye
Siddons: Aye
Gleason: Aye
Litfin: Nay

MOTION CARRIED.

Motion to Table Approving Ordinance No. 790 Granting Minnesota Valley Electric Cooperative a Non-Exclusive Franchise for Electric Energy to the March 16, 2026, Council Meeting was made by Council Member Coleman, seconded by Council Member Siddons.

Litfin: Aye
Siddons: Aye
Gleason: Aye
Coleman: Aye
Grengs: Aye

MOTION CARRIED.

Motion to Approve Ordinance No. 791 Implementing an Electric Energy Franchise Fee on the Minnesota Valley Electric Cooperative for Providing Electric Energy Service within the City of Waconia was made by Council Member Coleman, seconded by Council Member Grengs.

Coleman: Aye
Grengs: Aye
Siddons: Aye
Gleason: Aye
Litfin: Nay

MOTION CARRIED.

Motion to adopt Resolution No. 2026-036 Approving Summary Publication of Ordinance No. 791 made by Council Member Coleman, seconded by Council Member Siddons.

Coleman: Aye
Siddons: Aye
Gleason: Aye
Grengs: Aye
Litfin: Nay

MOTION CARRIED.

10. ITEMS REMOVED FROM CONSENT AGENDA

11. BOARD REPORTS

1) Staff Reports

None.

2) Councilmember Siddons

Nothing to report.

3) Councilmember Coleman

Nothing to report.

4) Councilmember Gleason

Nothing to report.

5) Councilmember Grengs

Nothing to report.

6) Mayor Litfin

Mayor's Report – February 19, 2026

On Thursday, February 5, I attended the monthly Chamber Coffee event at Waconia High School, hosted by Superintendent Brian Gersich. It was a great event—thank you to the high school for hosting.

Also on February 5, I interviewed Carver County Public Works Director Lyndon Robjent for a Mayor's Minute video to discuss the 2026–2027 road and trail construction projects in our area. Later that day, I visited with Trinity Lutheran School Principal Heidi Rauworth.

On Wednesday, February 11, I recorded a Mayor's Minute with Waconia High School Activities Director Bucky Riese.

On Thursday, February 12, I met with the WYMAC group to discuss the upcoming Earth Day event.

Congratulations to Mark Anderson and the Special Olympics organization for another successful Polar Plunge on Saturday, February 14, with approximately 550 participants taking the plunge.

On Wednesday, February 18, the WYMAC group presented to the West Carver

Rotary Club.

Today, February 19, I participated in Transportation Day at the State Capitol to advocate for additional transportation funding for the Highway 5 frontage road project and met with state representatives.

Safari Island Community Center will be installing a new group fitness room sound system, along with upgrades to small fitness equipment.

12. ANNOUNCEMENTS

None.

13. ADJOURN REGULAR MEETING

Motion to adjourn the February 19, 2026, City Council Meeting made by Council Member Coleman, seconded by Council Member Siddons.

MOTION CARRIED.

Tim Litfin, Mayor

ATTEST: _____
Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.2. Approve March 2, 2026, Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve March 2, 2026 Expenditures	
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursement registers for the City of Waconia as of March 2, 2026. Payments are made to vendors via check, electronic payment, and through the City's purchasing card program.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026
Item Name:	8.3. Approve 2026 Capital Equipment
Originating Dept:	Public Services
Presented By:	Jon Haukaas, Mike Dressel
Previous Council Action:	Adopt Resolution No. 2025-286 Authorizing Staff to Solicit Pricing for 2026 Capital Projects and Acquisitions.
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-061 Authorizing Acquisition of Capital Equipment	
EXPLANATION OF AGENDA ITEM:	
<p>Staff compared pricing through the Minnesota State Cooperative Purchasing Program and/or the Sourcewell Cooperative Purchasing Program to ensure the most competitive pricing was obtained for all the equipment proposed below.</p> <p>The 2026 Capital Improvement identified \$75,000.00 for the addition of a Mini Loader Project No. 893. Staff demoed two mini-loaders from two different manufacturers and ultimately decided that these were not a good fit for our application. Some of the concerns with the Mini Loaders were cab noise, climate control and purchasing attachments that would only work with that specific piece of equipment.</p> <p>Staff is seeking to purchase a Bobcat Toolcat UW 56 instead of a mini-loader. Included with the purchase would be a 60" snowblower, 60" snowplow, 68" broom and snow tires. Currently, the city operates two Toolcats that are mainly used by the Parks Department. However, they are used by all departments' year round. Adding another Toolcat to our fleet would allow for more flexibility in usage among all departments. The additional attachments can be used with our current Toolcats.</p> <p>Staff solicited a quotation from Lano Equipment, Inc, Loretto, MN for a 2026 Bobcat Toolcat UW 56, which includes a snowblower, snowplow, broom and snow tires for a total cost of \$96,577.60. Staff will be using the sale of the 2021 Toro 7210 to offset the budget difference.</p> <p>The 2026 Capital Improvement Plan also identified \$103,000.00 for the addition of two pickups for Public Services, Project No. 538 and 785. Currently, there is one pickup that is being shared between the Public Services Director and Assistant Public Services Director. With the addition of the two pickups, the current crew cab pickup that is being shared will be moved to the Parks Department for their use in moving groups of staff around the city.</p> <p>Staff solicited quotes for a 2026 half-ton crew cab pickup from Midway Ford and from Dodge of Burnsville using the Minnesota State Cooperative Purchasing Program. Midway Fords' quote was \$45,250.72 and Dodge of Burnsvilles' quote was \$45,683.00. Our current fleet is a mix of both Ford and Dodge vehicles. Because the pricing is so close, we would like to purchase one of each allowing for a performance comparison of the engines, towing capabilities, and overall fit with our work. Staff also solicited a quotation from Cars on Patrol for the installation of</p>	

safety equipment and safety lights for a cost of \$9,424.88.

Staff recommends that the City purchases a 2026 half-ton crew cab from Midway Ford and a 2026 half-ton crew cab from Dodge of Burnsville along with safety equipment and safety lights from Cars on Patrol for a total cost of \$100,358.60.

Additionally, the 2026 Capital Improvement Plan identified \$125,000.00 for the replacement of Asset No. 53, Project No. 592, a 2016 Ford 1-Ton with a utility body. Staff solicited quotes from the following vendors for a 1.5 ton regular cab chassis with utility body and crane using the Minnesota State Cooperative Purchasing Program.

- | | |
|---|-------------|
| • Saxon Ford 2026 F-550 4WD Reg Cab | \$57,350.00 |
| • Dave Syerson Chrysler Dodge Jeep 2026 5500 4WD Reg Cab | \$55,120.55 |
| • RBL, INC./Robolube 9FT Aluminum Utility Body with Crane | \$89,510.00 |
| • Crysteel Truck Equipment 9FT Aluminum Utility Body with Crane | \$77,279.00 |
| • Cars on Patrol for Safety Lighting and Equipment | \$4,148.30 |

Staff recommends that the City purchases a 2026 Ram 5500 from Dave Syerson Chrysler Dodge Jeep, a 9ft Aluminum Utility Body with Crane from Crysteel Truck Equipment, and the safety lighting and equipment from Cars on Patrol for a total cost of \$136,547.85. Upon delivery of the new utility body truck, the existing truck will be sold at auction to help offset the budget difference.

Staff recommend the City purchase the following equipment:

- 2026 Bobcat Toolcat UW 56 with attachments and tires from Lano Equipment Inc. Loretto, MN for \$96,577.60
- 2026 Ford Half-ton Crew Cab Pickup from Midway Ford \$45,250.72
- 2026 Ram Half-ton Crew Cab Pickup from Dodge of Burnsville \$45,683.00
- Safety Equipment for the Ford and Ram Half-ton Pickups from Cars on Patrol \$9,424.88
- 2026 Ram 5500 4WD 5500 Reg Cab from Dave Syerson Chrysler Dodge Jeep 2026 5500 4WD Reg Cab for \$55,120.55
- Stellar 9ft Utility Body and Crane from Crysteel Truck Equipment for \$77,279.00
- Safety Lighting and Equipment from Cars on Patrol for \$4,148.30

ATTACHMENTS:

1. Resolution No. 2026-061 Capital Equipment Purchases
2. Bobcat Toolcat Utility Work Machines Brochure
3. Bobcat Toolcat Utility Work Machines Quotes with Sourcewell
4. F-150 4x4 Crew Cab 5.5ft box XLT 2-16-26 Quote
5. 2026 Ram 1500 Bighorn 5-7 Crew Cab Quote
6. Cars on Patrol Ford F150 Quote
7. Cars on Patrol Ram 1500 Quote

- 8. Ford F550 Quote
- 9. Ram 5500 Quote
- 10. RBL Inc. Utility Body Quote
- 11. Crysteel Truck Equipment Quote
- 12. Cars on Patrol Crane Truck Quote

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Budget Information: <input checked="" type="checkbox"/> Budgeted _____ Non-Budgeted _____ Amendment Required	Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

**CITY OF WACONIA
RESOLUTION NO. 2026-061**

RESOLUTION AUTHORIZING ACQUISITION OF CAPITAL EQUIPMENT

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

WHEREAS, the Public Services staff continually evaluates equipment needs in an effort to optimize use and improve efficiency of operations; and

WHEREAS, which more recent evaluation identified other equipment that will be provide better utilized and improve operations across multiple divisions; and

WHEREAS, the following list of equipment has been priced through the Minnesota State Cooperative Purchasing Program, Sourcewell Cooperative Purchasing Program and quotation to find the best pricing on the desired equipment; and

2026 Bobcat Toolcat UW 56 with attachments	\$96,577.60
2026 Ford Half Ton Pickup	\$45,250.72
2026 Ram Half Ton Pickup	\$45,683.00
2026 Ram 5500 Reg Cab	\$55,120.55
Stellar Aluminum Utility Body with Crane	\$77,279.00
Safety Lighting and Equipment	\$13,573.18

WHEREAS, Staff recommends approval and authorization to purchase the requested equipment.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of equipment from various vendors through quotation, Sourcewell Cooperative Purchasing Program and the State of Minnesota Cooperative Purchasing Program.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Bobcat®

**Toolcat Utility
Work Machines**

UW53, UW56



***One Tough
Animal***®

SPECIFICATIONS



Model	UW53	UW56
Performance		
Rated Lift Capacity (lift arm)	1500 lb. (680 kg)	1500 lb. (680 kg)
Cargo Box Capacity	–	2000 lb. (907 kg)
Towing Capacity	4000 lb. (1814 kg)	4000 lb. (1814 kg)
3-Point Hitch Capacity (24 in. behind lift points)	1775 lb. (806 kg)	–
PTO Horsepower	25.0 hp (18.6 kW)	–
Storage Bin Capacity (each)	50 lb. (22 kg)	–
Machine Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger)	2200 lb. (998 kg)	2200 lb. (998 kg)
Total Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger, and tow weight if equipped with a hitch)	4200 lb. (1905 kg)	4200 lb. (1905 kg)
Travel Speeds		
Low Range	8.0 mph (12.9 km/hr.)	8.0 mph (12.9 km/hr.)
High Range	16.5 mph (26.5 km/hr.)	16.5 mph (26.5 km/hr.)
Reverse	8.0 mph (12.9 km/hr.)	8.0 mph (12.9 km/hr.)
Travel Speeds With Optional 29 x 10.5-15 Tires		
Low Range	8.5 mph (13.7 km/hr.)	8.5 mph (13.7 km/hr.)
High Range	17.5 mph (28.1 km/hr.)	17.5 mph (28.1 km/hr.)
Reverse	8.5 mph (13.7 km/hr.)	8.5 mph (13.7 km/hr.)
Dimensions		
Cab Height	81.0 in. (2057 mm)	81.0 in. (2057 mm)
Cab Height With Optional 29 x 10.5-15 Tires	82.0 in. (2083 mm)	82.0 in. (2083 mm)
Overall Length With Standard Bucket	181.0 in. (4597 mm)	172.1 in. (4372 mm)
Overall Width With Track Tires	60.0 in. (1524 mm)	60.0 in. (1524 mm)
Ground Clearance	8.0 in. (203 mm)	8.0 in. (203 mm)
Ground Clearance With Optional 29 x 10.5-15 Tires	9.0 in. (229 mm)	9.0 in. (229 mm)
Operating Weight	5710 lb. (2590 kg)	5680 lb. (2576 kg)
Outside Turning Diameter (AWS)	134.6 in. (3419 mm)	134.6 in. (3419 mm)
Lift Height	83.3 in. (2116 mm)	83.3 in. (2116 mm)
Lift Height With Optional 29 x 10.5-15 Tires	84.3 in. (2141 mm)	84.3 in. (2141 mm)
Engine		
Horsepower	61.0 hp (45.5 kW)	61.0 hp (45.5 kW)
Engine Type	Diesel	Diesel
Fuel Tank Capacity	20.0 gal. (76.0 L)	20.0 gal. (76.0 L)
Machine Protection Feature	Std	Std
Battery Rundown Protection	Std	Std
Horsepower Management	Std	Std



Model	UW53	UW56
Machine Features		
Comfort Features		
Cab With Heat and Air Conditioning	Std	Std
Cruise Control	Std	Std
Radio	Std	Opt
Driver's Side Suspension Seat	Opt	Opt
Floorboard Riser Kit	Opt	Opt
Intermittent Windshield Wipers	Std	Std
Step Kit	Opt	Opt
LED Front Work Lights	Std	Std
LED Rear Work Lights	Std	Opt
Road Light Kit	Std	Opt
Turn Signals/Flashers	Std	Opt
Performance Features		
Four-Wheel Drive	Std	Std
Four-Wheel Independent Suspension	Std	Std
Limited Slip Differentials	Std	Std
Traction Control	Std	Opt
2-Speed Transmission	Std	Std
Hydraulic Dump Cargo Box	–	Std
Rear Window Guard	–	Opt
2 in. Rear Receiver Hitch	Std	Std
PTO	Std	–
3-Point Hitch	Std	–
Rear Remote Hydraulics	Std	–
Machine Safety Features		
ROPS/FOPS Approved Cab Structure	Std	Std
Toolcat Interlock Control System (TICS™)	Std	Std
Back-up Alarm and Horn	Std	Opt
Keyless Start System	Std	Std
Features for Attachments		
Auxiliary Hydraulics	Std	Std
Hydraulic Standard Flow	18.8 gpm (71.0 L/min.)	18.8 gpm (71.0 L/min.)
Hydraulic High Flow	Std. 27.9 gpm (105.0 L/min.)	Opt. 27.9 gpm (105.0 L/min.)
Hydraulic Pressure	3000 psi (207 bar)	3000 psi (207 bar)
Power Bob-Tach Mounting System	Std	Opt
Pressure Release Hydraulic Quick Couplers	Std	Std
Fingertip Auxiliary Control	Std	Std
Attachment Control Kit	Std	Opt
Lift Arm Float Functionality	Std	Std
Dual-Direction Detent	Std	Std
Speed Management	Std	Std
Drive Response	Std	Std



Quotation Number: **RB1622808**
 Quote Sent Date: **Jan 24, 2026**
 Expiration Date: **Feb 23, 2026**
 Prepared By: **Randy Barto**
 Phone: 612-282-7038
 Email: randy_b@lanoequip.com

Customer
CITY OF WACONIA
 201 S VINE ST
 WACONIA, MN, 55387-1337
 Phone: +1 952 442 2615

Contact
MIKE MAWDSLEY
 Phone: 6129401027

Dealer
Lano Equipment, Inc., Loretto, MN
 23580 HIGHWAY 55
 Loretto, MN, 55357

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	59,113.60	59,113.60
Standard Equipment:				
Adjustable Vinyl Seats			Horsepower Management	
All-Wheel Steer			Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471	
Automatically Activated Glow Plugs			Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I	
Auxiliary Hydraulics			Dome Light	
Variable Flow with dual direction detent			Hydraulic Dump Box	
Beverage Holders			Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.	
Bob-Tach			Joystick, Manually Controlled with Lift Arm Float	
Boom Float			Lift Arm Support	
Cargo Box Support			Parking Brake, automatic	
Cruise Control			Power Steering with Tilt Steering Wheel	
Speed Management			Radiator Screen	
Enclosed Cab with HVAC			Rear Receiver Hitch	
Dual Port USB charger			Seat Belts, Shoulder Harness	
Lower Engine Guard			Spark Arrestor Muffler	
Limited Slip Transaxle			Suspension, 4-wheel independent	
Engine and Hydraulic Monitor with Shutdown			Tires: 27 x 10.5-15 (8 ply), Lug Tread	
Front LED Work Lights			Toolcat Interlock Control System (TICS)	
Full-time Four-Wheel Drive			Two-Speed Transmission	
			Machine Warranty: 12 Months, unlimited hours	
			Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty	
Deluxe Road Package	M1225-P01-C01	1	2,384.90	2,384.90
<i>Included:</i> Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	206.50	206.50
Engine Block Heater	M1225-A01-C02	1	117.60	117.60
Heavy Duty Battery	M1225-R07-C02	1	84.70	84.70
High Flow Package	M1225-R03-C02	1	1,592.50	1,592.50

Interior Trim	M1225-A01-C04	1	165.90	165.90
Power Bob-Tach	M1225-R14-C03	1	928.20	928.20
Radio Option	M1225-R15-C02	1	435.40	435.40
Rear View Camera	M1225-R20-C01	1	289.10	289.10
Traction Control	M1225-R16-C02	1	511.00	511.00
29 X 12.5 Turf Tires	M1225-R05-C05	1	788.90	788.90
68" Angle Broom	7337703	1	6,207.77	6,207.77
60" Snow V-Blade, 7 Pin	7104861	1	4,854.55	4,854.55
68" Heavy Duty Bucket	7272679	1	1,363.57	1,363.57
Bolt-On Cutting Edge, 68"	6718006	1	350.00	350.00
Protection - Rear Window Guard Kit	7150926	1	608.41	608.41
Total for Bobcat UW56				80,002.60
Quote Subtotal				80,002.60
Dealer PDI				250.00
Freight Charges				1,550.00
Destination Charges				530.00
Dealer Assembly Charges				170.00
<i>WOLF PAWS SNOW TIRES - SET OF 4 RIMS AND TIRES</i>				1,800.00
<i>VIRNIG V60 SNOW BLOWER, VBW60-HF33, ELC7-G3</i>				12,275.00
Sales Total before Taxes				96,577.60
Taxes				0.00
Quote Total - USD				96,577.60

Notes: SOURCEWELL CONTRACT PRICING APPLIED Sourcewell contract 020223-CEC

Customer Acceptance:

Quotation Number: **RB1622808**

Purchase Order: _____

Authorized Signature:

Print: TIM LITFIN, MAYOR

Sign: _____

Date: MARCH 2, 2026 Email: _____ Tax Exempt: Y / N

Purchaser

Contract # 169667, Release # T-642(5)

Allow 16-20 weeks for delivery from order date

Anticipated order cutoff date of TBD

Dodge of Burnsville

12101 Hwy 35W South

Todd Prissel

tprissel@dodgeofburnsville.com

2026 Ram 1500 Bighorn Crew Cab V6 4x4 5-7 Box 23A (DT6H98)

Direct # 952-767-2702

Base Price

\$ 42,836.00

Engine Option			
3.0L I6 Hurricane SO Turbo (Replaces V8)	21A	\$ 1,560.00	
Seat Options			
Cloth Bench Seat/Black	E1/ -X9	\$ 184.00	
Cloth Bucket Seat/Black	C5/X9	\$ -	
Deluxe Cloth Bucket Seat/Gray (A62 Only)	T9/X8	\$ -	\$ -
Deluxe Cloth Bucket Seat/Black (A62 Only)	T9/X9	\$ -	
Functional Packages			
Big Horn Level 1 Equipment Group	A62	\$ 1,560.00	\$ 1,560.00
Big Horn Level 2 Equipment Group	A63	\$ 2,645.00	
Sport Appearance Package	AEF	\$ 1,292.00	
Advanced Safety Group	ALP	\$ 1,192.00	
Night Edition	ASH	\$ 2,341.00	
Towing Technology Group	AAN	\$ 548.00	
Protection Group	ADB	\$ 456.00	
Bed Utility Group	ANT	\$ 869.00	
Off Road Group	AWL	\$ 1,237.00	
Misc Equipment Options			
3.55 Rear Axle Ratio	DMD	\$ 133.00	
3.92 Rear Axle Ratio	DMH	\$ 180.00	
Black Trailer Tow Mirrors	GPG	\$ 225.00	
275/55R20 AS LRR Tire	TTH	\$ -	
LT275/65R18C OWI On/Off Road Tires	TCP	\$ 225.00	
275/55R20 OWL All Season Tires	TUB	\$ -	
20X9.0 Aluminum Chrome Clad Wheels	WRD	\$ 1,468.00	
20X9.0 Aluminum Chrome Clad Wheels	WRH	\$ 1,468.00	
20X9.0 Aluminum Chrome Clad Wheels	WRK	\$ 1,468.00	
Additional Features			
9 Amplified Speakers w/Subwoofer	RC3	\$ 640.00	
MOPAR Leather Seats (Deluxe Buckets only)	CBK	\$ 1,656.00	

Mopar Front & Rear Rubber Floor Mats	CLF	\$ 197.00	
Tri-Fold Tonneau Cover	CS7	\$ 640.00	
Anti-Spin Differential Rear Axle	DSA	\$ 456.00	
E-Locker Rear Axle (Only with Hurricane)	DSH	\$ 548.00	
Dual-Pane Panoramic Sunroof	GWJ	\$ 1,468.00	
Cluster 12" TFT Color Display	JAN	\$ 225.00	
Wheel to Wheel Side Steps	MRA	\$ 916.00	
Mopar Black Tubular Side Steps	MRU	\$ 640.00	
Rear Wheelhouse Liners	MWH	\$ 180.00	
Multi-Function Tailgate	MWK	\$ 1,008.00	
33 Gallon Fuel Tank	NFF	\$ 409.00	
Engine Block Heater	NHK	\$ 180.00	
Active Driving Assist System	SJJ	\$ 364.00	
Surround View Camera System	XAK	\$ 456.00	
RamBox Cargo Management System	XB9	\$ 916.00	
Trailer Brake Control	XHC	\$ 272.00	\$ 272.00
MOPAR Paint Protection Film	XPG	\$ 704.00	
RAM Tow Assist Kit	XWX	\$ 180.00	
Color Options			
Bright White Clear Coat	PW7	\$ -	\$ -
Canyon Lake	PJ7	\$ -	
Diamond Black Crystal P/C	PXJ	\$ 272.00	
Forged Bule Metallic	PCG	\$ 272.00	
Granite Crystal	PAU	\$ 272.00	
Hydro Blue Pearl	PBJ	\$ 272.00	
Molten Red Pearl	PR6	\$ 225.00	
Silver Zynith	PSE	\$ 272.00	
Dealer Options			
Engine Block Heater	DBH	\$460.00	
Extra OEM Key	EOK	\$340.00	
3 Lock Remote Start	DRS	\$660.00	
Rust Proof & Undercoating	R&U	\$1,395.00	
Strobe Light Kit 2 in Grill 2 on Rear	DSL	\$675.00	
Mopar Black Tubular Side Steps	MSS	\$995.00	\$ 995.00
	Metro Tax		\$ 20.00
Total Delivered Price with options Per Contract			\$ 45,683.00

Dodge Of Burnsville

Todd Prissel

952-767-2702

tprissel@dodgeofburnsville.com

TIM LITFIN, MAYOR

3/2/2026

Cars On Patrol Shop LLC
 490 Highway 7 E
 Hutchinson, MN 55350-1917 USA
 3202343707
 mark@mncopshop.com

Estimate

ADDRESS
WACONIA PUBLIC SERVICES

ESTIMATE #	DATE
1022	02/03/2026

DESCRIPTION	QTY	RATE	AMOUNT
2026 FORD F150			
BACK-RACK		344.93	344.93
BACK-RACK MOUNT	1	188.99	188.99
WHELEN RESPONDER 2 LOW PROFILE LED BEACON - 6 LINEAR LED - PERMMOUNT -AMBER	1	507.21	507.21
WHELEN EIGHT LAMP TIR3 SUPER-LED TRAFFIC ADVISOR-30.36" LONG, INCLUDES TACTL5 CONTROL HEAD	1	714.99	714.99
SNM E6 SLIM COLOR: AMBER/WHITE LOCATION: LOWER GRILLE	2	68.99	137.98
SNM E6 SLIM COLOR: AMBER LOCATION: GRILLE, SID BOX/BACK RACK	4	68.99	275.96
WHELEN VERTEX AMBER LOCATION: REAR TAILLIGHTS	2	95.99	191.98
WAYTEK 100 AMP CIRCUIT BREAKER	1	35.99	35.99
HAVIS CHARGE GUARD TIMER	1	97.99	97.99
BLUE SEA SYSTEMS 5046-BSS, ATO/ATC COMMON SOURCE COMPACT FUSE BLOCK WITH COVER, 8 CIRCUITS	1	69.55	69.55
BACK UP ALARM PN# 7301080	1	50.69	50.69
Misc. shop supplies wire connectors,ties ,tape and etc.	1	425.00	425.00
LABOR	1	1,675.00	1,675.00

SUBTOTAL	4,716.26
TAX (7.875%)	0.00
TOTAL	\$4,716.26

Accepted By: _____
 TIM LITFIN, MAYOR

Accepted Date: MARCH 2, 2026

Cars On Patrol Shop LLC
 490 Highway 7 E
 Hutchinson, MN 55350-1917 USA
 3202343707
 mark@mncopshop.com

Estimate

ADDRESS
WACONIA PUBLIC SERVICES

ESTIMATE #	DATE
1021	02/03/2026

DESCRIPTION	QTY	RATE	AMOUNT
2026 RAM 1500			
BACK-RACK		339.99	339.99
BACK-RACK MOUNT	1	186.29	186.29
WHELEN RESPONDER 2 LOW PROFILE LED BEACON - 6 LINEAR LED - PERMMOUNT -AMBER	1	507.21	507.21
WHELEN EIGHT LAMP TIR3 SUPER-LED TRAFFIC ADVISOR-30.36" LONG, INCLUDES TACTL5 CONTROL HEAD	1	714.99	714.99
SNM E6 SLIM COLOR: AMBER/WHITE LOCATION: LOWER GRILLE	2	68.99	137.98
SNM E6 SLIM COLOR: AMBER LOCATION: GRILLE, SID BOX/BACK RACK	4	68.99	275.96
WHELEN VERTEX AMBER LOCATION: REAR TAILLIGHTS	2	95.99	191.98
WAYTEK 100 AMP CIRCUIT BREAKER	1	35.99	35.99
HAVIS CHARGE GUARD TIMER	1	97.99	97.99
BLUE SEA SYSTEMS 5046-BSS, ATO/ATC COMMON SOURCE COMPACT FUSE BLOCK WITH COVER, 8 CIRCUITS	1	69.55	69.55
BACK UP ALARM PN# 7301080	1	50.69	50.69
Misc. shop supplies wire connectors,ties ,tape and etc.	1	425.00	425.00
LABOR	1	1,675.00	1,675.00

SUBTOTAL	4,708.62
TAX (7.875%)	0.00
TOTAL	\$4,708.62

Accepted By: _____
 TIM LITFIN, MAYOR

Accepted Date: MARCH 2, 2026

City of Waconia

Prepared For: Doug Bode

Contract ID# 261525

Cust FAN QV386 - State FAN QS031

Vehicle: [Fleet] 2026 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA



2026 BASE PRICE	\$53,603.00
OPTIONS	\$3,727.00
EXCISE TAX	\$20.00
TOTAL	\$57,350.00

Does not include any Minnesota State taxes, title,
Registration, or doc fees

Vehicle: [Fleet] 2026 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Quote: 2026 F-550 Reg cab 60 (1:22:2026)

Selected Model and Options

MODEL

CODE	MODEL
F5H	2026 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision (STD)

OPTION PACKAGE

CODE	DESCRIPTION
660A	Order Code 660A

AXLE RATIO

CODE	DESCRIPTION
X8L	Limited Slip w/4.88 Axle Ratio

TIRES

CODE	DESCRIPTION
TGJ	Tires: 225/70Rx19.5G BSW A/P (STD)

PRIMARY PAINT

CODE	DESCRIPTION
Z1	Oxford White

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 27568, Data updated Jan 22, 2026 6:48:00 PM PST

Vehicle: [Fleet] 2026 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Quote: 2026 F-550 Reg cab 60 (1:22:2026)

SEAT TYPE

CODE	DESCRIPTION
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
47A	Ambulance Prep Package -inc: upgraded front springs/GAWR rating, please see Supplemental Order Guide or visit fordabas.com for complete details, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, Ford vehicles are suitable for producing ambulances only if equipped w/the Ford Ambulance Prep Package, In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements), Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford warranty, Note: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module, 410 Amp Dual Alternators, 250 Amp + 160 Amp, Dual 68 AH/65 AGM Battery
96V	XL Chrome Package -inc: Halogen Fog Lamps, Bright Grille, Remote Start, Chrome Front Bumper

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
41P	Transfer Case Skid Plates
52B	Trailer Brake Controller
65M	26.5 Gallon Mid Ship Fuel Tank -inc: Removes 40 gallon fuel tank
67B	410 Amp Dual Alternators -inc: 250 Amp + 160 Amp
86M	Dual 68 AH/65 AGM Battery

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
153	Front License Plate Bracket
18B	Platform Running Boards
61L	Front Wheel Well Liner (Pre-Installed)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 27568, Data updated Jan 22, 2026 6:48:00 PM PST

Vehicle: [Fleet] 2026 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Quote: 2026 F-550 Reg cab 60 (1:22:2026)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
18A	Vehicle Integration System 2.0 -inc: programmable vehicle integration system, Recommended for trucks that will utilize upfit aftermarket equipment
60X	Automated Emergency Braking (AEB) Removal -inc: Removes Pre-Collision Assist w/Automated Emergency Braking (AEB) and forward collision warning, auto high beams, post impact braking and audible lane departure warning
76C	Exterior Backup Alarm (Pre-Installed)
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 27568, Data updated Jan 22, 2026 6:48:00 PM PST

DAVE SYVERSON CHRYSLER DODGE JEEP
 2320 E MAIN ST
 ALBERT LEA, MN 560073923

Configuration Preview

Date Printed: 2026-01-20 4:26 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00CFW City of Waconia
 FAN 2:
 Client Code:
 Bid Number: TB6129
 PO Number:

Sold to:
 DAVE SYVERSON CHRYSLER DODGE JEEP
 (60323)
 2320 E MAIN ST
 ALBERT LEA, MN 560073923

Ship to:
 DAVE SYVERSON CHRYSLER DODGE JEEP (60323)
 2320 E MAIN ST
 ALBERT LEA, MN 560073923

Vehicle: 2026 5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in) (DP0L63)

	Sales Code	Description	MSRP(USD)
Model:	DP0L63	5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in)	58,310
Package:	2XA	Customer Preferred Package 2XA	0
	ESL	6.4L V8 HEMI HD Engine	0
	DFZ	8-Spd TorqueFlite HD Auto Trans	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	XHC	Trailer Brake Control	0
	XBH	On Board Power System - 2.4kW	1,295
	XAW	Rear Backup Alarm	145
	XAC	ParkView Rear Back-up Camera	495
	MRU	Black Tubular Side Steps	610
	MKM	Splash Guards/Mud Flaps Front	75
	4DH	Prepaid Holdback	0
	MDA	Front License Plate Bracket	0
	4ES	Delivery Allowance Credit	0
	AHD	Heavy Duty Snow Plow Prep Group	295
	MAF	Fleet Purchase Incentive	0
	A7B	Tradesman Level 1 Equipment Group	2,595
	YEP	Manuf Statement of Origin	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
	Non Equipment:	4FA	Special Bid-Ineligible For Incentive
Bid Number:	TB6129	Government Incentives	0
Discounts:	YG6	6.2 Additional Gallons of Gas	0
Destination Fees:			2,095

Total Price: 65,915.

Order Type: Fleet
 Scheduling Priority: 1-Sold Order

PSP Month/Week:
 Build Priority: 99

Your Price:
 \$55,120.55

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

QUOTE



RBL, INC./ROBOLUBE

56 PLYMOUTH AVENUE NORTH
MINNEAPOLIS, MN 55411
PHONE 612-339-9395
FAX 612-339-1316

GERAD ALBERS
612-468-6825
GALBERS@RBLINC.COM

BILL TO

CITY OF WACONIA
310 E 10TH ST.
WACONIA, MN 55387

DOUG BODE
(952) 442-4459
DBODE@WACONIAMN.GOV

QUOTE

316-9FT

QUOTE DATE

02/02/2026

DESCRIPTION	AMOUNT
<p>---1 TON SERVICE BODY---</p> <p>BODY TYPE: EH4520ST-1-A60 CONFIG #: C49859</p> <ul style="list-style-type: none">• The body configuration below is based on these chassis selections (chassis is not included): Ram 5500, 4X4, Standard 1 Ton Transmission, 60" CA, Regular Cab, Factory Backup Camera, Single Diesel Fuel Tank.	
<p>--- MAINTAINER BODY ---</p> <ul style="list-style-type: none">• Base price of service body for 1-ton, 60" CA, dual rear wheels, 10" tall subframe, 56" tall aluminum compartments with reinforced floors, clean out drains, 3/16" aluminum doors with automotive door seals, three point D-ring door latches and gas spring door holders with 1/8" 5052-H32 body with 1/8" compartment top shell, 44" x 21" wheel well opening with skirting, front body bulkhead, body access grab handles painted safety yellow (locations and number to vary with design).• Factory installation of the body on a chassis. NOTE: OEM switches are utilized when available. Any additional Maintainer switches will be mounted on a bracket/panel at a separate location.• Short tower crane reinforcement for an aluminum 1-ton service body up to 38,000 Ft.*Lbs.• Crane Location: Street Side	
<p>--- CHASSIS EQUIPMENT & ACCESSORIES ---</p>	

- (1) Spring or spacer package, added only to one side of chassis suspension (level only 1-Ton).
- Back-up alarm, 97 dB at 1 meter.
- Relocate the existing chassis backup camera to the rear of the body.
Note: requires factory installed monitor.
- Fuel fill recessed into the side of the compartment face.
- 2.5 lb. ABC fire extinguisher and hazard reflectors.

--- **HYDRAULIC POWER PACKAGE** ---

- No hydraulic power package selected.

--- **CRANE EQUIPMENT & ACCESSORIES** ---

- EH4520ST: electric/hydraulic crane, 4,500 Lbs. max capacity (20,000 ft.*Lbs.) with hydraulic extend boom 10'-20' (#019995).
NOTE: max capacity listed above is for a 2-part line; for a single-part line, the max capacity is 3,000 Lbs. Crane includes a self-contained 12V electric pump system w/reservoir (tower-mounted) to power the crane's hydraulic circuit, level gauge, A2B, overload system, holding valves & master on/off switch.
- Crane installed on the body has no additional paint charge unless a different color than the body.
- Minimum GVW required: 14,000 DRW.
- Install EH crane on body, including boom saddle, stability test, and crane remote storage pocket.
- ~Load Block (No Live Swivel) EH/H35-EH/H55
- Planetary electric winch (EH45-EH55).
- Crane remote, wireless, push button (EH/H35-EH/H55) with true independent proportional control. Includes a holder with a storage sensor & indicator light, an hour meter, and engine start/stop.
- Backup cable for wireless crane remote, 35ft.
- ~12V LED flood lights on crane boom tip (2-lights, 2000 lumens) on pivot bracket.
- (1) Deep cycle battery (012059), includes tie down, pad & cover.
- Separate/isolate the auxiliary battery(s) from chassis batteries.
- Dash-mounted light in chassis for EH Crane operation.
- Annual crane inspection (initial inspection).
- Crane will be painted Maintainer White.
- Outriggers, BOLT-ON, with (2) manual crank-up/down rear outriggers with manual extend in/out on crane side (30" extend).

--- **WELDER / INVERTER / JUMP START** ---

- Mounting brackets for universal rail system (URS), pair.

--- **COMPARTMENT EQUIPMENT & ACCESSORIES** ---

- Universal rail system (URS) for aluminum body, full-length rail mounting system.
- Pressurized storage system (PSS): 2 blowers with filters.
- (9) Master Lock system, includes feet of master compartment locking

system for service body. Spring-loaded with padlock guards for both side packs.

--- STREET SIDE VERTICAL COMPARTMENT #1 ---

- Dimensions: 56" Tall X 35" Wide X 23" Deep
- Door, double, vertical hinged.
- Strip light, 12V, LED.
- DualLock (7) drawer aluminum set 29"W x 18"D x (1)-7", (3)-5", (3)-3"H (300 Lbs. capacity per drawer) #028096. Includes top shelf, 7" bottom space (with an overall height of 41.50"), adjustable side-to-side dividers and removable front-to-back dividers.
- Body switch panel location.

--- STREET SIDE OVERWHEEL COMPARTMENT ---

- Dimensions: 31" Tall X 44" Wide X 23" Deep
- Door, double, vertical hinged.
- Strip light, 12V, LED.
- (2) Shelf, aluminum, adjustable, compartment (250 Lbs. capacity).

--- STREET SIDE REAR VERTICAL COMPARTMENT ---

- Dimensions: 52" Tall X 30" Wide X 23" Deep
- Door, single, vertical hinged.
- Strip light, 12V, LED.
- Shelf, aluminum, adjustable, compartment (250 Lbs. capacity).

--- CURB SIDE VERTICAL COMPARTMENT #1 ---

- Dimensions: 56" Tall X 35" Wide X 23" Deep
- Door, double, vertical hinged.
- Strip light, 12V, LED.
- DualLock (7) drawer aluminum set 29"W x 18"D x (1)-7", (3)-5", (3)-3"H (300 Lbs. capacity per drawer) #028096. Includes top shelf, 7" bottom space (with an overall height of 41.50"), adjustable side-to-side dividers and removable front-to-back dividers.

--- CURB SIDE OVERWHEEL COMPARTMENT ---

- Dimensions: 31" Tall X 44" Wide X 23" Deep
- Door, double, vertical hinged.
- Strip light, 12V, LED.
- (2) Shelf, aluminum, adjustable, compartment (250 Lbs. capacity).

--- CURB SIDE REAR VERTICAL COMPARTMENT ---

- Dimensions: 52" Tall X 30" Wide X 23" Deep
- Door, single, vertical hinged.
- Strip light, 12V, LED.
- (2) Shelf, aluminum, adjustable, compartment (250 Lbs. capacity).

--- LIGHTING / ELECTRICAL EQUIPMENT & ACCESSORIES ---

- NON-CAN base electrical components for the service body. Includes wiring harnesses, switch panel & fuses for a NON-CAN system. NOTE: Oil temperature display and integrated chassis shut-down functionality will not be available.
- Grote FMVSS 108 LED lighting/reflector kit: includes (2) oval S/T/T/R, (2) oval S/T/T, (5) red 3/4" marker, and (2) amber 3/4" marker lights.

--- PAINT, UNDERCOATING, & PROTECTIVE SPRAY COATING (PSC) ---

- Dodge Ram reference paint code: PW7 Bright White (PPG Code: 910757).
- (9) Feet of unit painted urethane "white" color. Not a base coat/clear coat or metallic.
- (9) Feet of primer.
- (9) Feet of undercoat.
- PSC- Level 30 •Compartment fronts •Bottoms of door frames •Outside area of wheel wells •Outer vertical outrigger tubes •Bumper sides & step (face & top) •Bumper top surface •Bumper vertical surface •Center deck floor, including welder deck •Compartment tops, including welded-on brackets/guards •Cargo side walls, including bulkhead.

--- CENTER DECK EQUIPMENT & ACCESSORIES ---

- (9) ~Feet of 1/8" aluminum cargo floor deck plate.
- 10" tall hinge down "Slam Latch" aluminum tailgate (12" total height, 10" tall above deck), protective spray front, paint on rear.
- (4) Flush-mount D-ring tie downs in bed floor (003217) each.

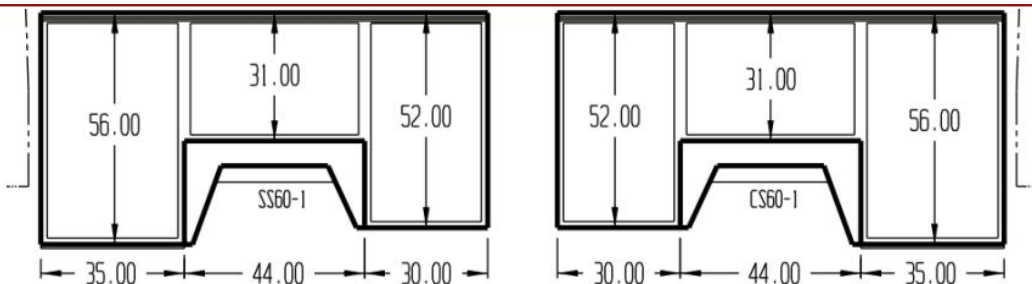
--- REAR BUMPER & ACCESSORIES ---

- A custom salable bumper has been selected. See the "Non-Standard Sales Kits" section toward the end of the quote for details on the bumper structure.
- Class IV hitch, 2" receiver, rated at 1,500 Lbs. vert. 10,000 Lbs. Includes safety chain loops.
- Trailer plug, 7-prong flat blade (RV style).

--- MISCELLANEOUS EQUIPMENT & ACCESSORIES ---

- Mud flaps, 1-ton, "Maintainer".
- Parts and service manual (online & condensed paper version).

--- LAYOUTS SELECTED ---



--- NON-STANDARD SALES KITS ---

- Tool storage rack for (3x) M18 or D20 and (2x) M12 or D12 cordless power tools (each). Mounts to a compartment shelf.
- Battery storage bracket (027057) for Milwaukee & DEWALT cordless power tool batteries. Mounts to shelf channels. Fits 5 DEWALT 20V or 5 Milwaukee M18 batteries and 4 M12 Milwaukee batteries.
- Key storage along the center deck wall, angled down toward the front, aluminum weld in with tube supports.
- Basket on compartment top with drains and holes for bungee hold downs, aluminum, bolt on, no paint (23"W x 10"T x 11"L).
- Cab guard with storage above cab, deck width, 2" tube with panels, bolt on, no paint, 500 Lbs. capacity.
- Step bumper, 12" deep. Note: Hitch and trailer plug to be quoted separately.
- Additional vise mounting pocket.
- Vise/grinder removable HD mounting plate, includes drain slots in plate.

--- NOTES ---

- Delete spray coating on interior of compartments / Bare Aluminum

SERVICE BODY PRICE.....	89,510.00
TOTAL	\$89,510.00

Thank you

TERMS & CONDITIONS

RBL, INC./MAINTAINER TERMS AND CONDITIONS:

- Selling Price F.O.B. Sheldon, IA, and in USD(Prices do not include any applicable taxes or delivery. A 25% Down Payment is required at the time of order). Delivery of service and lube units is the dealer's or end user's responsibility. This quote does not include any applicable local, state, or (F.E.T)federal taxes. Payment in full is required upon delivery, unless alternative terms are agreed upon before the sale.
- Orders that are canceled after booking will be subject to a \$500 cancellation processing fee, in addition to any restocking or costs for parts purchased for the canceled unit. The fee will cover our incurred costs to process the order, plan production, and release purchasing commitments. Orders are considered firm upon chassis confirmation, units are committed to a build slot, and serial numbers are assigned.
- Changes to booked orders are subject to

change order fees. We may allow flexibility in rearranging your build order before week 10, provided the swap is without changes to either specification. Units already released for production (weeks 8-10) will be reviewed on a case-by-case basis; generally, it is too late. It is possible they could be reassigned to the offline upfit department, and you can get a quote for the changes.

- Maintainer reserves the right to make changes and/or substitute components and product is subject to change without notice; Maintainer is not responsible for Local, State, Federal, or other regulations that may be pertinent to quote/order.

- The information contained in this quote, and all supporting documentation is confidential and may only be used by Maintainer, RBL, and/or the/customer listed on this quote.

- We assume no liability for damage due to theft, vandalism, fire, weather, disaster, or damage due to gradual deterioration or inherent defect in such property. We assume no liability for damage of any kind during the storage of your chassis or parts on our premises while awaiting modification or installation. The storage location of the property shall be determined by Maintainer at its discretion.

- Exception to above is when directly attributable to our own gross negligence in moving or modifying chassis or parts, and in that event, only to the extent of the wholesale used value of the chassis or parts as of the date of storage.

- Cost Variance Modifier (CVM), meaning that if inflation continues to accelerate, we will have no choice but to requote prior to line drawing approval and release for production.

Alternatively, you may cancel orders (with applicable fees) at any time prior to manufacture. Delivery of service body units and lube units (installed on chassis or ship-out body) is to be arranged by either RBL, Inc. or the end user *customer; Maintainer does not arrange shipping of complete units.

- Chassis Disclaimer: All information and quote pricing shown in this proposal are based on a design utilizing the specified chassis make and model, along with the noted features and options. If any changes are made to the chassis type or options, the proposal must be updated, as they could change available unit

features and options, along with quote pricing. Any changes made without updating the quote will render this proposal void.

- Ex-Factory Estimated Delivery: 180-270 days after receipt of order with full order information, subject to prior sales and chassis availability.



1130 73rd Avenue NE
 Fridley, MN 55432
 (763) 571-1902
 1-800-795-1902

Highway 60 East
 Lake Crystal, MN 56055
 (507) 726-6041
 1-800-722-0588

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 2/11/2026
 Company: City of Waconia
 Contact: Doug Bode
 Phone#: 952-442-4459
 Email: dbode@waconiamn.gov

Reference: REV1 9ft body
 Address: 310 10th Street
 City: Waconia
 State: MN, 55387

Dealer	Chassis Estimated Delivery		
Truck Make	RAM	CA or CT	60" CA
Model Year	Transmission		
Truck Model	5500 DRW	Cab Color	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA
 CONTRACT NO: 257450
 RELEASE NO: T-765(5)
 CONTRACT PERIOD: September 1, 2024 THROUGH August 31, 2025
 EXTENSION OPTION: Up to 48 months
 1-UNIT
 STATE COOPERATIVE PRICING

QTY		Price Each	Extended
	2.0 Utility Service Body		
	Stellar TMAX 16k-9 Aluminum body		
	Specifications:		
	Stellar TMAX16K - 9' Aluminum Mechanic Body		
	Aluminum Side Packs		
	Aluminum Doors		
	Flush front bulkhead		
	Exterior DOT light package		
	Master-Lock system		
	109" long		
	50" loadbed width		
	(4) recessed cargo tie-downs		
	(2) rear mounted grab handles		
	Dual-seal automotive type compartment weather seal		
	Overlapped doors on SS1V / CS1V		
	Overlapped doors on horizontal compartments		
	12" fold down aluminum tailgate (painted black)		
	2 & 3- point stainless steel compression latches		
	Stainless steel "Billet Style" hinges		
	Spring loaded door stops		
	Prime painted		
	Undercoated		
	Five year limited warranty rust through & paint coverage		
	Additional Add-ons		
1	2.1 TMAX16K-9' body 52" Side Packs (128567)	\$22,541.00	\$22,541.00
1	2.3 Stellar TMAX Installatoin	\$2,670.00	\$2,670.00

		Bolt On Bumper:		
1	2.4	Bolt on 14" step bumper for TMAX16K aluminum mechanic body	\$1,910.00	\$1,910.00
1	NCI	Vice Mount on Curb Side of bumper (see Pictures) *Carbon Steel Painted Black	\$402.00	\$402.00
		Body Mounting Kits:		
1	2.8	Mounting kit for 60" CA RAM	\$1,020.00	\$1,020.00
		Compartment Configuration:		
		<u>Street Side</u>		
		SS1V		
1	2.11	Heavy Duty Aluminum Drawer set, 35.5"H x 29"W x 18"D (3)-3", (3)-5", (1)-7" (incl.2.5" riser)	\$2,860.00	\$2,860.00
		SSH		
1	2.14	Shelf with (3) dividers 46.81-48.13"W x 19.00"D	\$268.00	\$268.00
		SSRV		
		Crane Compartment		
		<u>Curb Side</u>		
		CS1V		
1	2.27	Heavy Duty Aluminum Drawer set, 35.5"H x 29"W x 18"D (3)-3", (3)-5", (1)-7" (incl.2.5" riser)	\$2,860.00	\$2,860.00
		CSH		
1	2.14	Shelf with (3) dividers 46.81-48.13"W x 19.00"D	\$268.00	\$268.00
		CSRV		
2	2.18	Shelf with (3) dividers 24.38"W x 19.00"D	\$189.00	\$378.00
		Paint:		
1	2.37	Paint 9'-12' body Stellar White Paint, Axalta paint code 350407EX.	\$2,197.00	\$2,197.00
		Body Mounted Options:		
1	2.49	Aluminum Rock Guard Kit - TMAX V2 - ARSD 52"	\$743.00	\$743.00
1	NCI	Curb Side Key Holder Mounted to Inside of LBA *See Pictures of existing Holder	\$1,002.00	\$1,002.00
1	NCI	(2) Additional D-rings offset into LBA inside of Key Holder *Body Comes Standard with (4) D-Rings in the corners of the LBA. We are slightly limited on where the additional d-rings can be located and are dependent on interference with the understructure.	\$317.00	\$317.00
1	NCI	AL Shovel Basket Mounted on Curb Side Compartment Top	\$2,024.00	\$2,024.00
		Interior Lights Options:		
1	2.79	LED Compartment Light Kit – TMAX16K-9' – Also includes DOT Basic Exterior LED Light Kit with multifunction stop/turn/additional backup light. Installed *Wired to Keyed Upfitter Switch	\$1,524.00	\$1,524.00
		6.0 Hitches		
1	6.3	Buyers Service Body Hitch 2-1/2" Receiver 602-1801060L	\$456.00	\$456.00
1	6.1	Installation Buyers Service Body hitch	\$410.00	\$410.00
		8.0 Accessories		
1	8.12	Repositions Camera Eye Only	\$405.00	\$405.00
1	8.42	For R1LPP Whelen Mini Light bar Installed	\$616.00	\$616.00
1	NCI	Center Mounted Strobe Plate	\$284.00	\$284.00

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 259325

RELEASE NO: C-798(5)

CONTRACT PERIOD: NOVEMBER 1, 2024 THROUGH OCTOBER 31, 2025

EXTENSION OPTION: Up to 48 months

1-UNIT

<u>QTY</u>			<u>Price Each</u>	<u>Extended</u>
<u>1.0 Crane</u>				
1	1.0	Stellar EC4000 20' VERSION (51285S) Specifications:	\$24,430.00	\$24,430.00
		MAKE AND MODEL	Stellar EC4000 20' VERSION (51285S)	
		Lift Capacity at 5' to 9' from centerline of rotation state distance & lift capacity	4,000 lbs @ 4' 800 lbs @ 20'	
		Boom:	1st: Hydraulic 60" 2nd: Manual 60"	
		Crane rotation	410 degree	
		Crane Weight	1,180 lbs	
		Total Vertical Reach	21' 3" from Crane Base	
		Total Horizontal Reach	20' from CL of Crane	
		Boom stowed height from mounting surface	29.53"	
		Crane mounting space requirement	19" x 19"	
		Rotation system Drive	Worm Gear	
		Hydraulic pump type, GPM, PSI	12 volt power unit (2.0 gpm @ 2300 psi) (7.57 lpm @ 159 bars)	
		Control locations & Description	Radio control standard for all functions.	
		Wireless remote included	Radio control standard for all functions.	
		Crane rating	16,000 ft-lbs	
		Country of origin for crane	USA	
		Warranty	Twelve (12) month warranty on parts from the date recorded by Stellar as the in-service date, not to extend beyond twenty-four (24) months from date of manufacture	
1	3.6	<i>Additional Add-ons</i> 12344S Stabilizer, manual out/crank down - for Stellar mechanics body with corner mount crane support	\$4,370.00	\$4,370.00

1	6.8	44649 Power Cable kit - EC3200 - EC5000 crane Includes: - deep cycle battery - battery box - 25' of #2/ 2 wire cable for between batteries - 200 amp solenoid - 10' of 1/0 for between second battery and crane.	\$1,562.00	\$1,562.00
1	6.13	48373 Basic crane electrical installation kit, includes 5 relays, switch,	\$122.00	\$122.00
1	3.11	52507 Boom Support, Fixed Flat, EC4000, EC5000, EC6000	\$580.00	\$580.00
1	5.4	98499 Crane Tip Boom Light - Gravity Rotating - Double LED Trilliant Light for EC2000-6000 Cranes	\$1,060.00	\$1,060.00

Total Package Price

\$77,279.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery: \$4.00

Starting Point: Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Nate Dressel
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Email Address:	ndressel@crysteeltruck.com

TIM LITFIN, MAYOR
MARCH 2, 2026

Cars On Patrol Shop LLC
 490 Highway 7 E
 Hutchinson, MN 55350-1917 USA
 3202343707
 mark@mncopshop.com

Estimate

ADDRESS
WACONIA PUBLIC SERVICES

ESTIMATE #	DATE
1025	02/12/2026

DESCRIPTION	QTY	RATE	AMOUNT
2026 RAM 5500 CRANE TRUCK			
SNM E6 SLIM COLOR: AMBER//WHITE LOCATION: GRILLE	2	68.99	137.98
SNM E6 SLIM COLOR: AMBER LOCATION: GRILLE	2	68.99	137.98
SNM E6 SLIM COLOR: AMBER LOCATION: 2-BOX SIDE, 2-BACK, 2-FENDER/MIRROR AREA	6	68.99	413.94
WHELEN VERTEX AMBER LOCATION: REAR TAILLIGHTS	2	95.99	191.98
WHELEN RESPONDER 2 LOW PROFILE LED BEACON - 6 LINEAR LED - PERMMOUNT -AMBER	1	507.21	507.21
WHELEN EIGHT LAMP TIR3 SUPER-LED TRAFFIC ADVISOR-30.36" LONG, INCLUDES TACTL5 CONTROL HEAD	1	714.99	714.99
HAVIS CHARGE GUARD TIMER	1	97.99	97.99
WAYTEK 100 AMP CIRCUIT BREAKER	1	35.99	35.99
BLUE SEA SYSTEMS 5046-BSS, ATO/ATC COMMON SOURCE COMPACT FUSE BLOCK WITH COVER, 8 CIRCUITS	1	69.55	69.55
BACK UP ALARM PN# 7301080	1	50.69	50.69
Misc. shop supplies wire connectors,ties ,tape and etc.	1	340.00	340.00
LABOR	1	1,450.00	1,450.00

SUBTOTAL	4,148.30
TAX (7.875%)	0.00
TOTAL	\$4,148.30

Accepted By: _____
 TIM LITFIN, MAYOR

Accepted Date: MARCH 2, 2026



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026								
Item Name:	8.4. Award Contract for Construction of Island View Estates Park Site Improvements								
Originating Dept:	Public Services								
Presented By:	Jon Haukaas								
Previous Council Action: Resolution No. 2025-251 Approving Playground Equipment Order									
Item Type:	Consent								
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-062 Accepting the Quotes and Awarding Contract for the Construction of the Island View Estates Park Site Improvements</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>In 2026, the Capital Investment Plan programmed the replacement and development of two playground systems at Pine Hill Park and at Island View Estates Park as projects #388 and #808, respectively. This item addresses construction of the site work for the Island View Estates Park.</p> <p>Island View Estates is currently an undeveloped neighborhood park. The Park Board, over the course of three meetings and significant public outreach, including a neighborhood survey and meeting, developed a park plan that will feature a play container, sports court, seating area, green space, and pedestrian connection to sidewalks and trails in the area. Project #808 is in the Capital Investment Plan at an estimated cost of \$356,000. Flagship Recreation has provided a contract quote utilizing State of Minnesota Cooperative Purchasing Venture pricing in an amount of \$199,151.96 for play container, concrete seating area, play equipment, and shade structure. Purchase of the playground equipment was approved by the City Council on October 20, 2025.</p> <p>Quotes were solicited from three experienced contractors to include all labor and materials necessary to construction the bituminous trail, basketball court, draintile, and general sitework for the Island View Estates park project. Below is a tabulation of the received quotes:</p> <table style="margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Bidder / Contractor</u></th> <th style="text-align: left;"><u>Bid Price</u></th> </tr> </thead> <tbody> <tr> <td>1 Northwest Asphalt Inc.</td> <td>\$113,565.84</td> </tr> <tr> <td>2 Bituminous Roadways Inc.</td> <td>\$126,688.05</td> </tr> <tr> <td>3 GMH Asphalt Corporation</td> <td>\$147,352.90</td> </tr> </tbody> </table> <p>The low quote submitted was 1% above the engineer's estimate of \$112,228 and 23% below the high bid amount. Northwest Asphalt Inc. has successfully completed projects of this type in the past and has shown to be a responsible contractor. Based on the items above, Staff recommend the City award the project in the amount of \$113,565.84 to Northwest Asphalt Inc. from Shakopee, MN.</p> <p>The total contracted project cost approximately \$313,000 plus administration and inspection</p>		<u>Bidder / Contractor</u>	<u>Bid Price</u>	1 Northwest Asphalt Inc.	\$113,565.84	2 Bituminous Roadways Inc.	\$126,688.05	3 GMH Asphalt Corporation	\$147,352.90
<u>Bidder / Contractor</u>	<u>Bid Price</u>								
1 Northwest Asphalt Inc.	\$113,565.84								
2 Bituminous Roadways Inc.	\$126,688.05								
3 GMH Asphalt Corporation	\$147,352.90								

costs, which is well within the \$356,000 budget.

ATTACHMENTS:

1. Resolution No. 2026-062 Island View Estate Park Equipment
2. 2026-02-23 Island View Estates Park Award Recommendation

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-062**

**RESOLUTION APPROVING QUOTE FOR CONSTRUCTION OF SITEWORK AT
THE NEW ISLAND VIEW ESTATES PARK, CIP PROJECT #808**

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

WHEREAS, programmed construction of a new playground and installation of equipment for Island View Estates Park was included in the 2026 Capital Improvement Plan with a total budget of \$356,000; and

WHEREAS, city staff solicited quotes through the Minnesota State Cooperative Purchasing Contracting system Contract #218091 to guarantee the best government pricing of the purchase of the playground equipment from Flagship Recreation in the amount of \$199,151.96 and approved by the City Council on October 20, 2025; and

WHEREAS, city staff solicited quotes from three experienced vendors for the construction of the Island View Estates Park to include all labor and materials necessary to construction the bituminous trail, basketball court, draintile, and general sitework; and

WHEREAS, Staff recommends acceptance of the quotes and award of the contract for the construction of the Island View Estate Park project to the low bidder.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the quote for construction of the Island View Estates Park from Northwest Asphalt Inc.; CIP Project 808 in the amount of \$ 113,565.84.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

February 23, 2026

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

RE: Island View Estates Park Project

Honorable Mayor and City Council Members:

Quotes were received on February 20, 2026, for the above referenced project. Being the estimated construction cost of the project is below \$175,000 the quote process is legally acceptable. The proposed work includes all materials and labor necessary to construct the bituminous trail, basketball court, and drantile for Island View Estates Park off Maple Terrace. Below is a tabulation of the received quotes:

	Bidder / Contractor	Bid Price
1	Northwest Asphalt Inc.	\$113,565.84
2	Bituminous Roadways Inc.	\$126,688.05
3	GMH Asphalt Corporation	\$147,352.90

The low quote submitted was 1% above the engineer's estimate amount of \$112,228 and 23% below the high bid amount. Northwest Asphalt Inc. has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award the project in the amount of \$113,565.84 to Northwest Asphalt Inc. from Shakopee, MN.

I am available to answer any questions that you or the City Council may have.

Sincerely,

Bolton & Menk, Inc.

Colton A. Lee, P.E.

Cc: Shane Fineran, City Administrator
Jake Saulsbury, Bolton & Menk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.5. Resolution Supporting the Pursuit of a MN DNR Outdoor Recreation Grant for the Pickleball Court Project	
Originating Dept: Public Services	
Presented By: Jon Haukaas	
Previous Council Action: Resolution No. 2025-278 Approving Grant Applications for Minnesota DNR Outdoor Recreation Grant and LCCMR Grant Assistance Funds	
Item Type:	Consent
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-063 Supporting the Pursuit of a Minnesota Department of Natural Resources Outdoor Recreation Grant for Funding of the Waconia Pickleball Courts Project.</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>The 2027 Capital Improvement Plan includes Project No. 746 for the construction of Pickleball Courts on the east side of the Waconia Ice Arena property. The project would construct 8 pickleball courts, plus ancillary site work such as sidewalk connections for access, fencing, a relocation of a watermain, retaining walls, and stormwater treatment.</p> <p>This project is identified to be partially funded through private funds, of which to date only \$65,000 has been raised by private donations and an in-kind donation by Bolton & Menk. Bolton & Menk, has increased their in-kind donation to cover the cost of the preparation and submittal of this grant application for this project. The goal, if awarded, would be to fill the gap that exists in private funding to complete the project. The grant proposed is the DNR Outdoor Recreation Grant and requires a 50% match by the local jurisdiction if awarded and requires the property be retained and operated for outdoor recreation in perpetuity.</p> <p>The grant requires very specific language in the supporting Resolution, which is why the format is slightly different than is typically used. Staff recommends approval of the Resolution in order to meet the March deadlines for submittal.</p> <p>ATTACHMENTS:</p> <p>1. Resolution No. 2026-063 DNR Grant Pickleball</p>	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
x _____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-063**

**RESOLUTION SUPPORTING THE PURSUIT OF A MINNESOTA
DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION GRANT
FOR FUNDING OF THE WACONIA PICKLEBALL COURTS PROJECT**

BE IT RESOLVED that the City of Waconia act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 3/31/2026 and that Shane Fineran, City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Waconia.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Waconia has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Waconia has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Waconia has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Waconia may enter into an agreement with the State for the above-referenced project, and that the City of Waconia certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026
Item Name:	8.6. Resolutions Supporting DNR and LCCMR Grant Applications for Sudheimer Park
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Resolution No. 2025-278 Approving Grant Applications for Minnesota DNR Outdoor Recreation Grant and LCCMR Grant Assistance Funds
Item Type:	Consent
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-064 Supporting the Pursuit of a Minnesota Environment and Natural Resources Trust Grant for Funding of the Sudheimer Park Project Adopt Resolution No. 2026-065 Supporting the Pursuit of a Minnesota Department of Natural Resources Outdoor Recreation Grant for the Sudheimer Park Project.</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>The 2027 Capital Improvement Plan includes Project No. 517 Sudheimer Park Addition. This is a phased project approach for the development of Sudheimer Park into a natural, passive recreation area with paved and limestone trails throughout, natural resource conservation, interpretive and educational areas, and seating and viewing areas based on the plan developed by the Park Board. The ultimate development of this park is planned over three phases in 2027, 2029, and 2030.</p> <p>The two grant applications targeted are the DNR Outdoor Recreation Grant and the Legislative-Citizen Commission on Minnesota Resources (LCCMR) utilizing the Environment and Natural Trust Fund. If awarded, these funds would potentially speed up the phased approach currently identified in the CIP and bring a fully realized plan to fruition sooner for the community.</p> <p>The Outdoor Recreation Grant has a maximum award of \$500,000 and a 50% local match for grant-eligible items. Initial discussion indicated that all the proposed items within the city-owned property boundary are eligible for the grant funding. Connections through easements on non-city-owned parcels are not part of the funding request and would need to be completed by the City. The LCCMR grant has no minimum or maximum award and requires a 25% local match.</p> <p>The grant requires very specific language in the supporting Resolutions, which is why the format is slightly different than is typically used. Staff recommends approval of both Resolutions in order to meet the March deadlines for submittal.</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1. Resolution No. 2026-064 DNR Outdoor Rec Grant App - Sudheimer Park 2. Resolution No. 2026-065 LCCMR Grant Request 	

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-064**

**RESOLUTION SUPPORTING THE PURSUIT OF A MINNESOTA
DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION GRANT
FOR FUNDING OF THE SUDHEIMER PARK PROJECT**

BE IT RESOLVED that the City of Waconia act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 3/31/2026 and that Shane Fineran, City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Waconia.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Waconia has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Waconia has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Waconia has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Waconia may enter into an agreement with the State for the above-referenced project, and that the City of Waconia certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO. 2026-065**

**RESOLUTION SUPPORTING THE PURSUIT OF A MINNESOTA’S ENVIRONMENT AND
NATURAL RESOURCES TRUST FUND GRANT FOR FUNDING OF THE SUDHEIMER PARK
PROJECT**

WHEREAS, the Legislative-Citizen Commission on Minnesota Resources (LCCMR) has opened Request for Proposals for the Environment and Natural Resources Trust Fund (ENRTF); and

WHEREAS, the ENRTF has approximately \$121 million available and will accept applications that aim to protect, conserve, preserve, and enhance Minnesota’s air, water, land, fish, wildlife, and other natural resources; and

WHEREAS, The City of Waconia seeks \$xx,xxx to the proposed Sudheimer Park Project.

NOW, THEREFORE, BE IT RESOLVED That the City of Waconia supports the above referenced project and authorizes the submittal of a proposal for funding of this project on behalf of the City of Waconia to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the ML 2027 Environmental and Natural Resources Trust Fund (ENRTF) Request for Proposal; and

BE IT FURTHER RESOLVED That if funding is awarded, the City of Waconia agrees to accept the award and may enter into an agreement with the state of Minnesota for the above referenced project. The City of Waconia will comply with all applicable laws, environmental requirements, and regulations and any additional conditions stated in the grant agreement and the approved LCCMR work plan; and

BE IT FURTHER RESOLVED That the City of Waconia understands that grants from the ENRTF are generally paid out on a reimbursement basis. The City of Waconia has the financial capability to pay for project expenses prior to seeking reimbursement; and

BE IT FURTHER RESOLVED That the City of Waconia certifies none of the current principals of City of Waconia have been convicted of a felony financial crime in the last ten years. For this purpose, a principal is defined as a public official, a board member, or staff that would have the authority to access or determine the use of ENRTF funds, if awarded; and

BE IT FURTHER RESOLVED That the City of Waconia has the financial capability to ensure adequate operation and maintenance of the project once completed; and

BE IT FURTHER RESOLVED That the Public Services Department is hereby authorized to execute such agreements and work plans as necessary and Jon Haukaas is authorized to implement the project on behalf of the City of Waconia.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.7. Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-066 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>The City received a donation from the Waconia Fire Department Gambling Board totaling \$5,554.25. The gambling board approved this donation as a pass-through for the following purposes:</p> <ul style="list-style-type: none"> • \$5,554.25 – Purchase of Outdoor Christmas Decorations for the Waconia Fire Station — Deluxe Santa Sleigh with Eight Reindeer - Commercial grade and suitable for long-term outdoor use. <p>With the Council’s acceptance of the donation and recommended purpose for pass through by the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the General Fund — Fire budget (101).</p> <p>ATTACHMENTS:</p> <p>1. Resolution No. 2026-066 Donation Fire Relief</p>	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: General Fund - Fire (101)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
X _____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-066
RESOLUTION ACCEPTING DONATION AND PASS THRU
RECOMMENDATION FROM WACONIA FIRE RELIEF ASSOCIATION**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department/Fund</u>
Waconia Fire Gambling Board	Check	\$5,554.25	General Fund

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

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

WHEREAS, the Waconia Fire Department Gambling Board wishes to enhance the donation by passing the funds thru for the following purpose:

- \$5,554.25 – Purchase of Outdoor Christmas Decorations for the Waconia Fire Station — Deluxe Santa Sleigh with Eight Reindeer - Commercial grade and suitable for long-term outdoor use.

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

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

Adopted by the City Council of the City of Waconia this 2nd day of March, 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.8. Accepting Cash Donations for Operations of the Fire Department	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-067 Accepting Cash Donations for Operations of the Fire Department	
EXPLANATION OF AGENDA ITEM:	
<p>The Fire Department staff received the following donation with an appreciation letter for the service provided by City staff:</p> <ul style="list-style-type: none"> • Healing Hearts Connection - \$400 - 2026 Frunge Fundraising Event <p>With the Council's acceptance of the donation, staff will recognize the donation as revenue in the Fire Department's 2026 budget.</p>	
ATTACHMENTS:	
1. Resolution No. 2026-067 Donation Fire Department	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: General Fund - Fire (101)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
<u> X </u> Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-067**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Healing Hearts Connection	Cash	\$400

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

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

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

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

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.9. Elm Creek Ridge Development Agreement	
Originating Dept: Community Development	
Presented By: Lane Braaten	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution 2026-068 approving the Development Agreement for Elm Creek Ridge.	
EXPLANATION OF AGENDA ITEM:	
<p>On January 5, 2206, the City Council approved a final plat for Magellan Land Development, LLC titled ELM CREEK RIDGE pursuant to Chapter 1000 of the Waconia City Ordinance. The ELM CREEK RIDGE final plat consists of fifty-six (56) single-family residential lots. The Council approved the final plat application via Resolution No. 2026-014, subject to certain conditions including Magellan Land Development, LLC entering into a development agreement with the City.</p> <p>Staff prepared a proposed development agreement for ELM CREEK RIDGE, a copy of which is attached. Staff recommend approval of the development agreement language as proposed.</p>	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution No. 2026-068 Elm Creek Ridge 2. Development Agreement Elm Creek Ridge 	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

CITY OF WACONIA
RESOLUTION NO. 2026-068

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR ELM CREEK RIDGE**

WHEREAS, Magellan Land Development, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”) currently identified as a portion of PID# 090261211 (the “**Property**”); and

WHEREAS, Developer desires to plat the Property as ELM CREEK RIDGE, which will consist of fifty-six (56) residential lots (the “**Project**”); and

WHEREAS, in connection with its development of the Project, the City requires the Developer to enter into a Development Agreement with the City; and

WHEREAS, a proposed Development Agreement has been drafted and is attached to this resolution as Exhibit 1 (the “**Development Agreement**”); and

WHEREAS, the City Council finds it is in the best interests of the City to approve the Development 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 Development Agreement attached as Exhibit 1 and of the proposed documents attached to such document as exhibits are approved in substantially the form attached as Exhibit 1, 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 Development Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the Development 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 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

EXHIBIT 1
Development Agreement

**DEVELOPMENT AGREEMENT
FOR
ELM CREEK RIDGE
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated March 2, 2026, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Elm Creek Ridge LLC, a Minnesota limited liability company (the “**Developer**”).

This Agreement shall be recorded against the real property described as follows:

Lots 1 through 12, Block 1; Lots 1 through 30, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 6, Block 4; ELM CREEK RIDGE, Carver County, Minnesota; and Outlot A, Outlot B, and Outlot C, ELM CREEK RIDGE, Carver County, Minnesota.

RECITALS

WHEREAS, on July 7th, 2025, the City Council of the City (the “**City Council**”) passed Joint Resolution No. 2025-168, designating an unincorporated area in need of orderly annexation of the land located in Carver County, Minnesota, legally described on attached Exhibit A (the “**Property**”); and

WHEREAS, after annexation occurred, the Developer petitioned the City to plat the Property as ELM CREEK RIDGE, Carver County, Minnesota (“**Elm Creek Ridge**”); and

WHEREAS, the Developer also applied to rezone the Property as a P.U.D., Planned Unit Development (“**PUD**”) District pursuant to Section 900.05, Subd. 1, O, of the Waconia City Code; and

WHEREAS, a copy of the Preliminary Plat for Elm Creek Ridge prepared by Civil Engineering Site Design dated July 3, 2025, is attached as Exhibit B (the “**Preliminary Plat**”); and

WHEREAS, on August 18th, 2025, the City Council passed Resolution No. 2025-205 conditionally approving the Preliminary Plat and the PUD District; and

WHEREAS, on January 5th, 2026, the City Council passed Resolution No. 2026-014 conditionally approving the final plat for ELM CREEK RIDGE drafted by E.G. Rud & Sons, Inc., a copy of which conditionally approved final plat is attached as Exhibit C (the “**Final Plat**”); and

WHEREAS, as platted, the Property consists of:

1. Lots 1 through 12, Block 1; Lots 1 through 30, Block 2; Lots 1 through 8, Block 3; Lots 1 through 6, Block 4; ELM CREEK RIDGE, Carver County, Minnesota (the “**Residential Lots**”);
2. Outlot A, Outlot B, and Outlot C, ELM CREEK RIDGE, Carver County, Minnesota (collectively, the “**Outlots**” and individually an “**Outlot**”); and
3. Certain land dedicated to public use for roadways, state highways, stormwater retention, and other Municipal Improvements; and

WHEREAS, the Final Plat is substantially consistent with the Preliminary Plat; and

WHEREAS, City staff has reviewed and conditionally approved the following (collectively, the “**Plans**”):

1. The Elm Creek Ridge Construction Plans prepared by Civil Engineering Site Design and dated [REDACTED], 2026;
2. The Elm Creek Ridge Final Landscape Plan prepared by Calyx Design Group and dated February 16, 2026, which is attached for reference as Exhibit D (the “**Landscape Plan**”); and
3. The Elm Creek Ridge Turn Lane Improvement Plans prepared by [REDACTED], dated [REDACTED] (the “**Highway 284 Turn Lane Plans**”); and

WHEREAS, this Agreement sets forth and memorializes for the parties to this Agreement and subsequent owners the understandings and agreements of the parties concerning the following:

1. The Developer’s obligations regarding the grading of the Property and the development of Elm Creek Ridge; and
2. The PUD zoning for all Residential Lots of Elm Creek Ridge (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code);

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

TERMS

1. **INTRODUCTORY MATTERS.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:
 - 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. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

“**City Building Inspector**” means the then current building official for the City, as designated by the City Council, or such person’s designee.

“**City Community Development Director**” means Lane Braaten, City of Waconia, 201 South Vine Street, Waconia, MN 55387, or his designee or successor.

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

“**City Public Services Director**” means Jon Haukaas, City of Waconia, 310 East 10th Street, Waconia, MN 55387, or his designee or successor.

“**County**” means Carver County, Minnesota.

“**Governmental Entity**” means the City, the County, Minnesota, the United States of America, or any subdivision or department thereof including the Minnesota Department of Transportation (“**MNDOT**”), the Carver County Highway Department, the Carver County Water Management Organization (the “**CCWMO**”), the appropriate watershed district, the Board of Soil and Water Resources, the Minnesota Department of Natural Resources (“**DNR**”), the Army Corps of Engineers, the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, or any other regulatory or jurisdictional agency having jurisdiction over the Property or the development of the Property.

“**Improvements**” mean, collectively, the Developer Installed Municipal Improvements, the Private Improvements, and the Landscape Improvements, all as described in Section 6 of this Agreement.

“**Minnesota**” means the State of Minnesota.

“**Municipal Improvements**” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 of this Agreement.

“**Substantially Completed**” means fully constructed/installed, as determined by the City Engineer, excepting punch list items, final pavement lifts, sediment removal from stormwater improvements, and front yard tree installations.

3. **RIGHT TO PROCEED; CONSTRUCTION.** Unless separate written approval has been given by the City, the Developer may not grade the Property or start construction of any Improvements on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the requirements in Section 4.2 below have been satisfied; iii) the Surety Deposits (defined in Section 13 below) have been received by the City; iv) the 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; v) the Developer has provided the City with recording information for all instruments required to be recorded; vi) the Developer is not in default of this Agreement or any other agreement related to the Property; vii) the Developer is not in violation of any federal, state or local regulation related to the Property; viii) the City Community Development Director has issued a letter that the Developer may proceed; and ix) the Developer has acquired fee title ownership of the Property. Construction of the Improvements on the Property shall proceed in accordance with the Preliminary Plat, the Final Plat, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

4.1. **Developer's Engineer.** The Developer warrants: i) that Developer has retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare the Plans; and ii) such engineer has prepared the Plans in conformance with the City's standard specifications for the Improvements.

4.2. **Requirements.** Unless separate written approval has been given by the City, the Developer may not grade the Property or start construction of any Improvements on the Property until the following engineering, planning, and dedication requirements have been met to the City's satisfaction:

4.2.1. **Erosion and Sediment Control Plan.** The Developer shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developer shall comply with the erosion and sediment control plan. Further, during the development of the Property, the Developer shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.

4.2.2. **Wetlands.** The Developer shall have applied for and received all required approvals for any wetland alterations or mitigations on the Property from each Governmental Entity with jurisdiction.

4.2.3. **Plan for Construction Access.** The Developer shall have submitted and received approval for construction access to the Property from the City Engineer.

4.2.4. **Approval from Governmental Entities and Utilities.** The Developer shall have applied for and received approval for the Plans from each Governmental Entity with jurisdiction and from each interested utility company including:

- The CCWMO regarding storm water management;
- MNDOT regarding the Highway 284 Turn Lane Plans;

- Northern Natural Gas regarding the gas transmission line crossing the property;
- Each utility company that will provide utility services to the Residential Lots; and
- All other approvals required for the planned development of the Property.

After each such approval has been obtained, the Developer shall provide proof of the approval to the City. Thereafter, the Developer shall comply with all conditions of the approval. Material modifications to the Plans are subject to the review and approval of the City Council. The Developer shall comply with any further requirements of the City Council based on its additional review and approval.

4.2.5. **Compliance with Conditions of Approval.** The Developer shall, at its expense, fully comply with all of the conditions found in the City Resolutions (the “**Conditions of Approval**”). The City may, in its sole discretion, permit construction to proceed prior to the Developer satisfying all of the Conditions of Approval. If the City does this, such permission shall not be deemed a waiver of the unsatisfied Conditions of Approval, or any of them. Instead, the unsatisfied Conditions of Approval shall remain in full force and effect, and the City may refuse to issue building permits and/or certificates of occupancy for Residential Lots until all of Conditions of Approval have been satisfied.

4.3. **Easements from Developer for Public Use.** The City shall have no obligation to release the Final Plat until the Developer has provided easements for all streets, trails, drainage easements, utility easements, and other public use areas as required by the City or any other Governmental Entity with jurisdiction. Such easements shall be dedicated on the Final Plat, unless the City requests a separate recordable document. If a separate recordable easement is provided, the City and the Developer shall work together to record such document immediately after the Final Plat is recorded and before any liens are placed against the Property. If a lien already exists or arises before an easement can be recorded (excepting liens for real estate taxes and assessments), the Developer shall take commercially reasonable steps to subordinate all such liens to the easement. Without limiting the general nature of the above requirements, easements provided by the Developer without cost to the City shall include:

4.3.1. All easements shown on the Final Plat;

4.3.2. The Declaration and Covenant of Easement attached as Exhibit E (the “**Serbus Easement**”), which shall be recorded by the Developer immediately after the Final Plat is recorded.

5. **GRADING.** The Developer shall grade the Property in compliance with the approved grading, drainage, and erosion control portion of the Plans. Within 60 days after completion of such grading, the Developer shall provide the City with a “record” grading plan certified by a registered land surveyor or engineer. The “record” plan shall depict field verified locations, site grades, and elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, house pads, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained 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. **Municipal Improvements Installed by the Developer.**

6.1.1. **General.** Except as expressly provided to the contrary in Section 6.2 below, the Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement (the “**Developer Installed Municipal Improvements**”) including:

- 6.1.1.1. street grading, graveling, berms and boulevards;
- 6.1.1.2. permanent street surfacing;
- 6.1.1.3. concrete curb and gutter;
- 6.1.1.4. boulevard sodding/seeding and blanket;
- 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developer;
- 6.1.1.6. storm sewers and storm water facilities, including all necessary catch basins, inlets, and other appurtenances;
- 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
- 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested; and
- 6.1.1.9. sidewalks and trails depicted in the Plans;
- 6.1.1.10. the Huntington Drive connection described in Section 6.1.3 below;
- 6.1.1.11. the Poppy Pointe improvement described in Section 6.1.4 below; and

6.1.1.12. the Highway 284 turn lane as described in Section 6.1.5 below.

6.1.2. **Oversizing.** The Developer shall oversize utilities as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for the difference in material price between the pipe size needed to serve the future buildout of the City versus the pipe size needed to serve just the current development, plus 20% for handling, excavation, pipe bedding, and other related costs. The City Engineer shall determine the oversizing reimbursement, in his/her reasonable discretion, using current materials pricing provided by a reputable pipe supplier/distributor. Based on the Plans and other relevant information, the City Engineer has determined that oversizing on the Property and associated reimbursement shall occur as follows:

6.1.2.1. **Watermain.** The Developer shall oversize the watermain:

- From eight (8) inches to 10 inches in the segment of Elm Creek Road from the 10" stub connection at Trunk Highway 284 to the intersection with Huntington Drive;
- From eight (8) inches to 12 inches in the segment of Huntington Drive from Elm Creek Road to the north end connection with the adjacent Waterford development.
- From eight (8) inches to 12 inches in the segment of Elm Creek Road from the cul-de-sac to the intersection with Huntington Drive.

The City's reimbursement obligation for the Watermain oversizing shall be \$78,700.00.

6.1.2.2. **Sanitary Sewer Main.** The Developer shall oversize the sanitary sewer main from eight (8) inches to 12 inches in the segment of Huntington Drive from the first manhole located north of the easement in favor of Northern Natural Gas (as depicted on attached Exhibit C) to the north end connection with the adjacent Waterford development. The City's reimbursement obligation for the sanitary sewer main oversizing shall be \$25,700.00.

6.1.2.3. **Sanitary Forcemain.** The Developer shall oversize the sanitary sewer forcemain from four (4) inches to six (6) inches in the segment of Elm Creek Road from the lift station to the intersection with Huntington Drive and in the segment of Huntington Drive from Elm Creek Road to Manhole No. 5. The City's reimbursement obligation for the sanitary sewer forcemain oversizing shall be \$7,400.00.

- 6.1.2.4. **Lift Station.** The Developer shall oversize the lift station wet well from a 96-inch diameter to a 120-inch diameter. The City's reimbursement obligation for the lift station wet well oversizing shall be \$24,000.00.
- 6.1.2.5. **Diagram.** A diagram depicting the locations of the above-described oversizing is attached as Exhibit F for reference.
- 6.1.2.6. **Payment.** The City shall pay the oversizing reimbursement amounts set forth above to the Developer within 30 days after the City has accepted the Developer Installed Municipal Improvements pursuant to Section 6.15 below.
- 6.1.3. **Huntington Drive Connection.** The Developer shall connect the north terminus of Huntington Drive on the Property with the south terminus of Huntington Drive on the adjacent property to the north, which is owned by JMH Land Development Company, LLC ("JMH"). Although most of this work will occur within public right-of-way, the Developer will also need to enter onto JMH's property to match grades, as depicted in the Plans. The Developer shall obtain all permissions and temporary construction easements needed from JMH to lawfully perform such work.
- 6.1.4. **Property Pointe Improvements.** Regarding the right-of-way platted as "Poppy Pointe" on attached Exhibit C, the Developer shall construct a road and ADA compliant sidewalk improvements in conformance with the Plans. Further, the Developer shall install a City approved vehicle barricade on the east end of the road improvement.
- 6.1.5. **Highway 284 Turn Lane.** The Developer shall construct the Highway 284 Turn Lane in full conformance with the Highway 284 Turn Lane Plans and obtain MNDOT's acceptance of such improvement prior to the Municipal Improvement Deadline (defined in Section 6.9 below). The parties acknowledge that, for purposes of this Agreement, the Highway 284 turn lane shall be deemed a Developer Installed Municipal Improvement, except that Developer shall work directly with MNDOT to satisfy all of MNDOT's requirements regarding design, construction, and approval. As such, this improvement is secured by the Letter of Credit for the Municipal Improvements and shall be subject to the terms contained in Section 13.1 below. If MNDOT requires any additional surety, such surety shall be in addition to the surety described herein.
- 6.2. **Government Installed/Developer Funded Municipal Improvements.** The City shall install and construct the following improvements at the Developer's expense (the "**Developer Funded Municipal Improvements**"):

- 6.2.1. **Signs.** The City shall install street, trail, wetland buffer, and shoreland buffer signs for the Property per the City’s standard practice, which are estimated to cost approximately \$9,400.00. The Developer acknowledges that it is difficult to estimate the cost of such signage early in a development project, that the estimate is for informational purposes only, and that the Developer shall reimburse the City for the actual costs associated with the installation, including the cost of all materials and staff time required to install such signage, invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code. Promptly after the City has Substantially Completed the installation of such signage, the City shall invoice the Developer for the reimbursable amount pursuant to Section 12.2 below.
- 6.2.2. **Future Sidewalk Improvement.** The development of the Property will necessitate the future construction of an ADA compliant sidewalk for Elm Creek Road as depicted on attached Exhibit G (collectively, the “**Sidewalk Improvement**”) The Developer acknowledges that the Sidewalk Improvement is necessary to serve the current development, but it is appropriate to delay its construction to facilitate construction coordination with other improvements.
- 6.2.2.1. **Petition.** The City may order the Sidewalk Improvement on the City Council’s own initiative when the City determines it is appropriate to do so, in its sole discretion.
- 6.2.2.2. **Project Costs.** All costs and expenses incurred by the City in relation to the evaluation, design, construction, and assessment of the Sidewalk Improvement shall be included as costs of such improvement (the “**Project Costs**”).
- 6.2.2.3. **Settlement Payment for Future Improvement.** The Developer agrees that, in consideration of the City constructing the Sidewalk Improvement the Developer shall pay the City the sum of \$71,600.00 (the “**Settlement Payment**”) concurrent with the release of the Final Plat. The Settlement Payment constitutes a final settlement between the City and the Developer for the Sidewalk Improvement, and the City shall bear the risk of any cost overruns and the benefit of any cost savings.
- 6.2.2.4. **Waiver.** To the extent the Settlement Payment is deemed an assessment, the Developer hereby waives any objections to the assessment imposed by the City pursuant to this section. Without waiving the general nature of the immediately preceding sentence, the Developer specifically waives all objections, rights, or claims it may have under

Minnesota Statutes, Chapter 429, that any part of the City's approval process or the assessment process is irregular, improper, or invalid. Developer further waives all rights or claims it may have to object to, or appeal the amount of, the assessment described in this section, including any claims that the assessed amount exceeds the benefits conferred upon the Property and any claims that the assessed amount was unfairly or inequitably assessed.

- 6.3. **Private Improvements.** The Developer shall, at its expense, install private improvements on the Property (the "**Private Improvements**") in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.4. **Landscape Improvements.** The Developer shall install, at its expense, all landscaping improvements required by the Landscape Plans (the "**Landscape Improvements**"). Further, for a period of 2 years from the date installed, Developer shall replace any plant material that dies or is not growing properly. The Developer shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.5. **Other Project Specific Items.**
 - 6.5.1. **Carver Creek Impact Zone.** All areas within 25 feet of Carver Creek shall remain in their natural state and no grading or vegetation removal shall occur within this buffer area. The City shall place signs providing notice of such protected status as part of the Developer Funded Municipal Improvements.
 - 6.5.2. **Ingress/Egress Easement of Adjacent Property Owner.** The Elm Creek Road right-of-way depicted on the Final Plat extends from State Highway 284 to the Property's west boundary line. In connection with the development of the Property, Elm Creek Road shall be improved as shown in the Plans, with a westerly surface improvement terminus being a cul-de-sac. The unimproved segment of the Elm Creek Road right-of-way that extends from the westerly edge of the cul-de-sac to the west boundary line of the Property, as depicted in the Final Plat, shall remain unimproved until such time as the adjacent property to the west (the "**Song River Property**") is annexed into the City, if ever. The Developer agrees to work with the City and the owner of the Song River Property to provide access onto Elm Creek Road, as improved, from the driveway easement currently used by the owner of the Song River Property to the improved Elm Creek Road at approximately the

location depicted on attached Exhibit H as the “Driveway Connection Area.”

- 6.6. **Permits.** Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the Plans. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.7. **Licenses.** The 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 development of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use to construct the Developer Installed Municipal Improvements and any other Improvements required by this Agreement.
- 6.8. **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 Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.
- 6.9. **Deadlines for Completion.** The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by November 30, 2026 (the “**Municipal Improvement Deadline**”), 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 August 31, 2027. All Landscape Improvements to be installed by the Developer, excepting front yard trees for each residential lot, shall be installed no later than October 31, 2027. The Developer may request an extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

- 6.10. **Construction Times.** The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.11. **Public Property Damage.** The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property by the Developer. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 20 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damage within 20 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.12. **Street Cleaning.** During the grading and development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dust, dirt, debris, and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation, and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developer shall reimburse the City for all materials and labor associated with the cleanup.
- 6.13. **Inspection.** The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion and at the Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis; or ii) take any action necessary to certify utilities for compliance and use. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors to the extent that the instructions do not contradict the Preliminary Plat, the Final Plat, or the Plans. The Developer's engineer shall provide on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction of the Improvements conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a

mutually agreeable time at City Hall or via virtual meeting (e.g., Zoom) with all parties concerned, including the City staff, to review the program for the construction work.

- 6.14. **Final Inspection by the City.** Promptly upon full completion of the Improvements, the Developer shall provide the following to the City (the “**Inspection Deliverables**”):

6.14.1. as-built plans of the Improvements in both paper and electronic CAD format; and

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

- 6.15. **Acceptance by the City.** 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 Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving written 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. Further, within 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 in writing of corrective action needed. Regarding the Developer Installed Municipal Improvements, the City’s failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

7. WARRANTIES.

- 7.1. **Developer Installed Municipal Improvements.** The 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 2 years from final acceptance by the City pursuant to Section 6.15 above (the “**Improvement Warranty Period**”), and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 25% of the cost of the Developer Installed Municipal Improvements. In lieu of providing such bond, the Developer may leave the Letter of Credit for the Municipal Improvements in place during the

Improvement Warranty Period in an amount equal to or exceeding 25% of the cost of the Developer Installed Municipal Improvements.

- 7.2. **Developer Funded Municipal Improvements.** Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. **Landscape Improvements.** The Developer guarantees and warrants to the City all work performed and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer shall promptly replace it. The Developer shall promptly inform the City when installation of the Landscape Improvements on the Property is complete so that the City can conduct the inspection required by Section 6.15 above. The warranty period shall start upon the City's acceptance.

8. **INSURANCE AND INDEMNIFICATION.**

- 8.1. **Insurance.** The Developer shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Improvements, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Improvements and applicable warranty periods. The insurance shall name the City as an additional insured and shall require the insurer shall give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy.
- 8.2. **Indemnification.** Claims against the Developer, its agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the City. The Developer shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "**Indemnified Parties**") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developer's violation of this Agreement or any act or failure to act by the Developer, its officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified Parties or any of them.

9. **BUILDING PERMITS, CERTIFICATES OF OCCUPANCY AND LOT FEES.**

- 9.1. **General Building Permit Requirements.** No building permits for any Residential Lots shall be issued until:
 - 9.1.1. the Final Plat has been recorded;

- 9.1.2. the Improvements have been Substantially Completed;
 - 9.1.3. restrictive covenants acceptable to the City have been executed and recorded;
 - 9.1.4. park dedication requirements have been met as required herein;
 - 9.1.5. any outstanding amounts due to the City under this Agreement have been paid;
 - 9.1.6. all required financial guarantees have been given to the City; and
 - 9.1.7. the Developer is not then in default of this Agreement.
- 9.2. **Individual Lot Building Permit Requirements.** In addition to the requirements in Section 9.1 above and subject to Section 9.1, no building permit for an individual Residential Lot shall be issued until:
- 9.2.1. the City Public Services Director and/or City Engineer have approved access and temporary construction access for the lot;
 - 9.2.2. the applicant for the permit has paid 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;
 - 9.2.3. individual lots are properly established with Best Management Practices (“BMP”) devices approved by the City Public Services Director and/or City Engineer including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
 - 9.2.4. all Waconia 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 on a Residential Lot until:
- 9.3.1. the City Public Services Director and/or City Engineer has approved an as-built final grade and sidewalk survey for the lot, subject to seasonal conditions and weather dependent;
 - 9.3.2. sidewalk damaged during building construction must be replaced or a \$2,500.00 escrow provided to guarantee replacement within six (6) months;
 - 9.3.3. the City Public Services Director and/or City Engineer has completed a utility check for the lot including sump pump connection inspection;
 - 9.3.4. the City Public Services Director and/or City Engineer has approved storm water compliance for the lot;

- 9.3.5. all trees shown in the Plans for the lot have been planted or, if seasonal conditions do not then allow planting, the City has been provided with written assurance that they will be planted promptly when weather permits; and
- 9.3.6. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

9.4. Model Homes and Marketing Signage.

9.4.1. **Permits.** The Developer may apply for and receive building permits for two (2) model single family homes prior to the Developer meeting the requirements of Section 9.1 above provided, in each instance, all of the following conditions have been satisfied:

- 9.4.1.1. The Final Plat has been recorded;
- 9.4.1.2. The City has approved the location of the lot(s) on which the model home(s) will be constructed;
- 9.4.1.3. All Section 9.2 conditions have been met for the applicable lot(s);
- 9.4.1.4. A graveled roadway access sufficient, in the City's sole judgement, to support emergency response and firefighting vehicles has been constructed between the nearest paved or graveled public road and the applicable lot(s);
- 9.4.1.5. The Developer agrees to stockpile dirt at a location that does not, in the City's sole judgement, impede emergency and firefighting access to the structure(s) to be constructed on the lot(s);
- 9.4.1.6. Prior to using or occupying any model home, all Section 9.3 certificate of occupancy requirements must be met for the applicable lot(s); provided, however, that upon the Developer's request the City may issue a temporary certificate of occupancy for the model home imposing such conditions and limitations as the City determines appropriate; and
- 9.4.1.7. the Developer is not then in default of this Agreement.

9.4.2. **Risk.** The Developer assumes all risk, liability, damages, and costs associated with i) the construction of the model home(s); ii) delays in completion of the Improvements; and iii) damage to the Improvements.

9.4.3. **Marketing Sign.** The Developer may place one two-sided sign on Outlot A to market the development (the "**Temporary Marketing Sign**"). The dimensions, location, and other attributes of the Temporary Marketing

Sign shall comply with the signage requirements found in the Waconia City Code. The Developer shall remove The Temporary Marketing Sign from Outlot A no later than the day on which at least 90% of the residential lots in Elm Creek Ridge have received a certificate of occupancy or December 31, 2029, whichever occurs first. If the Developer fails to remove the Temporary Marking Sign by such removal deadline, the City may do so and invoice the Developer for the cost of removal, as reasonably determined by the City.

9.5. **Fees.** Once the Final Plat has been recorded and tax parcel identification numbers have been assigned to the Residential Lots, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413, 414, and 1100. The Developer acknowledges the City will charge such fees on all Residential Lots and any outlots held by the Developer for future development (with fees being reallocated when replating occurs). The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject adjustment, from time to time, by the City Council.

10. **PARK DEDICATION AND CONVEYANCE OF OUTLOTS.**

10.1. **Park Dedication.** Pursuant to Resolution 2025-205 approving the Preliminary Plat, the Developer shall pay the City cash in lieu of land dedication in the amount of \$153,010.00, which payment shall be made prior to, and as a condition of, the City releasing the Final Plat.

10.2. **Outlots Conveyed to City.** The Developer shall convey the following Outlots to the City:

10.2.1. Outlot A, ELM CREEK RIDGE, Carver County, Minnesota; and

10.2.2. Outlot B, ELM CREEK RIDGE, Carver County, Minnesota

10.3. **Outlot Conveyed to Adjoining Property Owner.** The Developer shall convey Outlot C, ELM CREEK RIDGE, Carver County, Minnesota, to Thomas R Serbus as consideration for the Serbus Easement provided to the City pursuant to Section 4.3 above.

10.4. **Conveyances.** The Final Plat shall be recorded first, and the above conveyances shall occur immediately after the Final Plat is recorded (i.e., the Final Plat and the conveyances to the City shall be submitted for recording together). All conveyances shall be made without cost to the City. Further, any future uses listed above for such conveyances are informational only and do not limit the City's ability to use any parcel conveyed to the City for any use. The Developer shall deed all outlots/parcels to be conveyed pursuant to this Section 10 above using a standard form warranty deed. Such warranty deed 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 Minnesota, if any. As such, the Developer shall release all other liens and encumbrances against such properties, including any mortgages or other monetary liens, prior to conveyance. Further, if requested by the City, the warranty deed shall waive any rights under Minnesota Statutes, Minnesota Statutes §117.226, as amended, to re-acquire the real property.

11. **PUD ZONING.** The Residential Lots shall meet the requirements of the PUD District zoning stated below:

11.1. **General.** Except as expressly provided in this Section 11 to the contrary: i) Waconia City Code ordinances and regulations for the R-1, Single-Family Residential District shall apply to all single family residential lots identified below.

11.2. **Single Family Residential Lots.** The following PUD zoning applies to Lots 1 through 12, Block 1; Lots 1 through 30, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 6, Block 4; ELM CREEK RIDGE, Carver County, Minnesota:

11.2.1. The minimum lot area shall be 7,850 sq. ft.;

11.2.2. The maximum impervious surface for each lot shall be 50%;

11.2.3. The minimum street side yard setback for each lot shall be 15 feet;

11.2.4. The minimum interior side yard setback for each lot shall be 7.5 feet; and

11.2.5. The maximum building height shall be 35 feet.

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

12.1. **General.** The Developer agrees to pay, upon written demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and v) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit with the City a sum of \$25,000.00, in escrow, as an initial deposit, to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and

charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. In addition, as funds are withdrawn from the escrow, the City may periodically request the Developer to replenish the escrow and the Developer shall promptly comply with each such request. Any excess amount remaining in escrow when the Improvement Warranty Period (defined in Section 7.1) expires shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City in writing and paid by the Developer in conformance with Section 12.2 below.

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 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on or before the date such amount is due, the Developer shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.

12.3. **Developer Billing Procedure.** Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable thirty (30) days after the date of the applicable invoice. If the City fails to pay any amount on or before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.

13. **FINANCIAL GUARANTEES.** Prior to release of the Final Plat, unless otherwise stated, the Developer shall provide the financial guarantees described in this Section 13 (collectively, the “**Surety Deposits**”).

13.1. **Guarantee for Municipal Improvements.**

13.1.1. **Letter of Credit.** To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer’s faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the “**Letter of Credit for the Municipal Improvements**”) in the amount of \$4,438,920.00. (which equals 120% of the estimated cost of the Municipal Improvements). If the 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 its obligations under this Agreement, the City shall notify the Developer in

writing of such breach. If the Developer fails to cure the breach within 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 the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

13.1.2.2. No more often than once per 90 day period, the Developer may request a reduction of the principal amount of the Letter of Credit for the Municipal Improvements based on work completed to date, as evidenced by Pay Requests approved by Developer's Engineer, and provision of proof satisfactory to the City of the amount expended by the Developer to date (or, in the case of Developer Funded Municipal Improvements, reimbursed to the City) in the connection with construction and installation of the Municipal Improvements. Developer shall make each such request in writing, which request will include (a) a description of the work performed and completed in connection with the Municipal Improvements and (b) evidence of costs paid by Developer as per Pay Requests approved by Developer's Engineer (or reimbursed to the City) to date in connection with such work. Within 30 days after receipt of any such request, the City shall, after confirming completion of the work in question, authorize, pursuant to written notice to the Developer, the reduction of the Letter of Credit for the Municipal Improvements by the amount determined accurate by the City to have been expended by Developer (or reimbursed to the City) in connection with the completed work, so long as, after any such reduction, the remaining balance of the Letter of Credit for the Municipal Improvements is at least 150% of the aggregate cost, as determined or estimated by the City, of the remaining work to be performed in order to complete construction and installation of the Municipal Improvements. Notwithstanding the foregoing to the contrary, the City shall not be obligated

to authorize any reduction in the Letter of Credit for the Municipal Improvements that would reduce the amount of such letter of credit: ii) below 25% of the estimated cost of the Municipal Improvements; or ii) at any time when the Developer is in default under this Agreement.

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, the Developer may apply to have the Letter of Credit for the Municipal Improvements released in its entirety and the City shall grant such request.

13.2. Guarantee for the 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 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit for the Landscape Improvements**") in the amount of \$69,450.00, which equals 100% of the estimated cost of the Landscape Improvements to be installed by the Developer. If the 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 the Developer in writing of such breach. If the Developer fails to cure the breach within 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 the Landscape Improvements in such amount as is reasonably adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

13.2.2. Release/Reduction of Letter of Credit for Landscape Improvements.

The Developer may apply to the City for the release of all or a portion of the Letter of Credit for the 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 the Landscape Improvements; or

13.2.2.2. Upon such time as the Landscape Improvements have been installed for a period of 2 years or a warranty bond ensuring the proper growth of all plant material for a period of 2 years following installation has been provided to the City.

- 13.3. **Expiration.** If 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 the Developer are paid or completed pursuant to this Agreement, the Developer shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developer in default of this Agreement and draw, in whole or in part at the City's discretion, upon the expiring letter of credit or other Surety Deposits to avoid the loss of surety.
- 13.4. **Failure to Perform.** If, after any written notice required hereunder and the expiration of any applicable cure period, the 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 of the Surety Deposits provided by the Developer pursuant to this Section 13, to enter the Property, and to cure the default. If the default consists of the 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 Plans. The City may reimburse itself for all costs and expenses including, but not limited to, reasonable legal and consulting fees arising out of, or related to, curing the Developer's default from the Surety Deposits. The 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 reasonable 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 regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. **Deficiency.** If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within thirty (30) days of receipt of such billings

to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees, and legal fees against each Outlot owned by the Developer and each Residential Lot for which an occupancy has not then been issued by the City. The 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 is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.

14. **PROOF OF TITLE/ATTORNEY REVIEW.** Pursuant to Minnesota Statutes §505.03, Subd. 1, the Developer shall provide the City with an abstract of title, certified to date, that has a legal description that exactly matches the legal description of the land dedicated in the Final Plat. Such abstract shall be provided to the City prior to, and as a condition of, the City releasing the Final Plat for purposes of allowing the City to review title as required by Minnesota Statutes §505.03, Subd. 1. In the alternative, the Developer may provide the City with a current commitment for a title insurance policy for the entire Property, as platted, for the City's review. In addition, the Developer shall provide the City with a separate title insurance commitment for all Outlots to be conveyed to the City pursuant to this Agreement, which commitment shall name the City as the proposed insured and have an insurance coverage amount equal to the total acreage of the Outlots conveyed to the City multiplied by \$10,000.00. If the Developer elects to provide title insurance commitments in lieu of an abstract, the Developer shall also, at the Developer's expense, cause a title insurance policy to be issued for the Outlots to be conveyed to the City with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the 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 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.** The 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.** The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in Minnesota. The 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. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.

- 15.2. **Ownership.** The Developer has a fee ownership interest in the Property.
- 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 the Developer is a party or by which it, or the Property, is bound.
- 15.4. **Litigation.** There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.
- 15.5. **Compliance.** The Developer will comply with and promptly perform all the 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 the Developer's knowledge, as of the date of this Agreement, the 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.
16. **DEFAULT.** If the Developer, its successors or assigns breaches any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developer written notice of the breach (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 Deposits to complete the Developer's obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developer to collect any sums due pursuant to this Agreement. In the event of an uncured breach and after the expiration of all applicable cure periods, the 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 the City to cure the Developer's breach. 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 or by email with a return receipt requested:

If to the City:

City of Waconia
201 South Vine Street
Waconia, MN 55387

Attn: City Administrator
Email: sfineran@waconia.org

If to the Developer:

Elm Creek Ridge LLC
221 South River Ridge Circle
Burnsville, MN 55337
Attn: Chris Contreras
Email: ccontreras@brandlanderson.com

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 the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. **Recording.** This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the City Council approves the Final Plat.
- 18.3. **Compliance.** Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 18.5. **Construction of Agreement.** This Agreement, the 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. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 18.6. **Warranty of Authority.** The Developer warrants and guarantees 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. **Attorneys' Fees.** The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon any of the Surety Deposits furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.
- 18.8. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.
- 18.9. **Data Practices Compliance.** The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer's obligations under this Agreement. The 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"). The 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, the Developer will immediately notify the City. The City shall provide written directions to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees, arising out of, or related to, the Developer complying with the City's direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City resulting from the Developer's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.
- 18.10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 18.11. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 18.12. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination 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 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 the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the 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 the 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 the 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 the 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 the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 18.16. **Certificate of Completion.** Upon completion of Developer's obligations under this Agreement and upon the written request by the Developer the City shall deliver to Developer a certificate of completion and release of this Agreement in such form for recording in the office of the County Recorder and/or Registrar of Titles of the County. Such certificate by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement of the Developer to complete its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR THE ELM CREEK RIDGE DEVELOPMENT

CITY OF WACONIA

Tim Litfin, Mayor

Jackie Schulze, Assistant City Administrator

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 2nd day of March 2026, by Tim Litfin and Jackie Schulze, the Mayor and Assistant City Administrator, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR THE ELM CREEK RIDGE DEVELOPMENT

ELM CREEK RIDGE LLC

Chris Contreras
Its: President

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of February, 2026, by Chris Contreras, President of Elm Creek Ridge LLC, a Minnesota limited liability company, on behalf of the company.

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

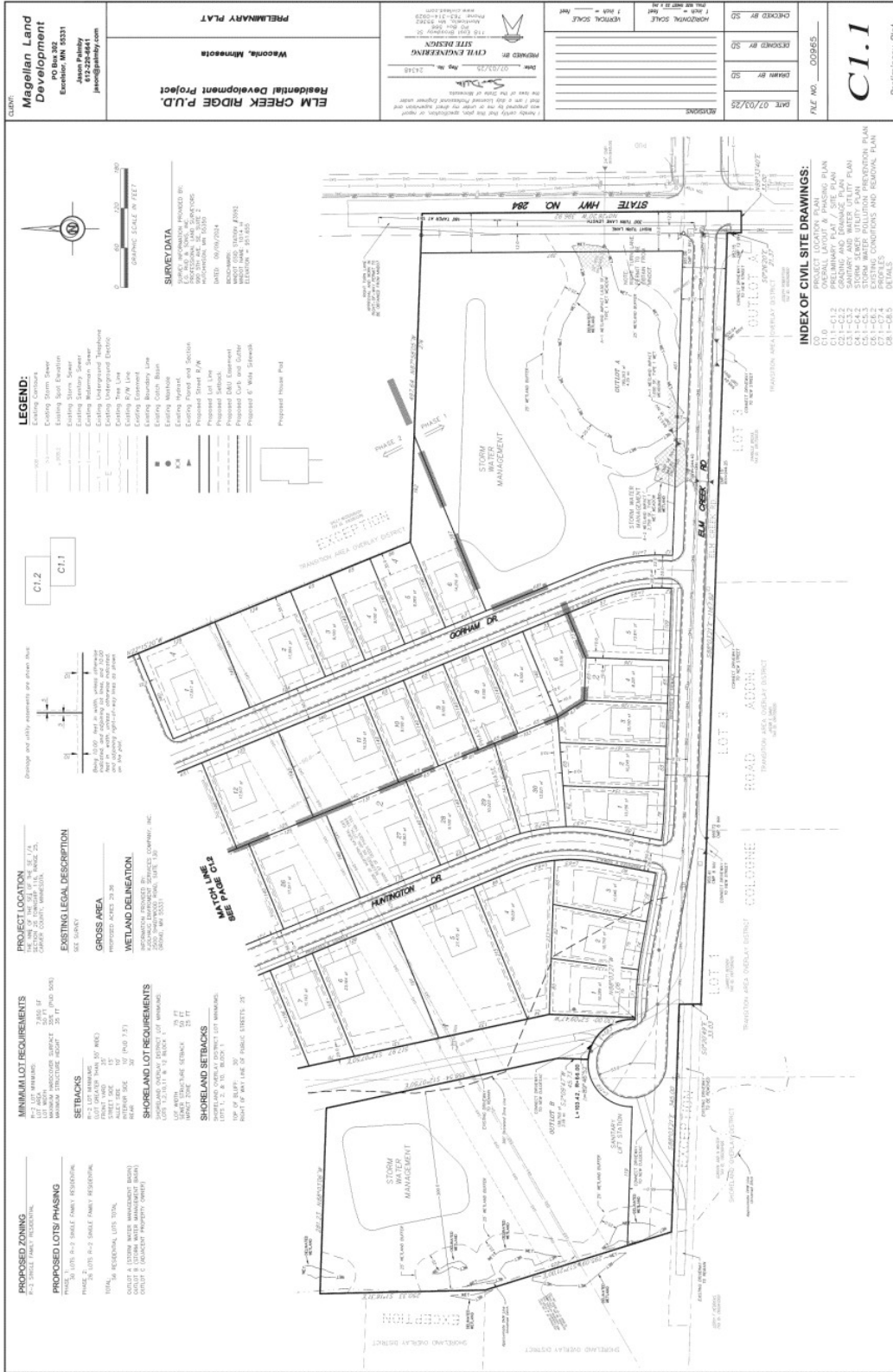


Exhibit B
 Page 2 of 3

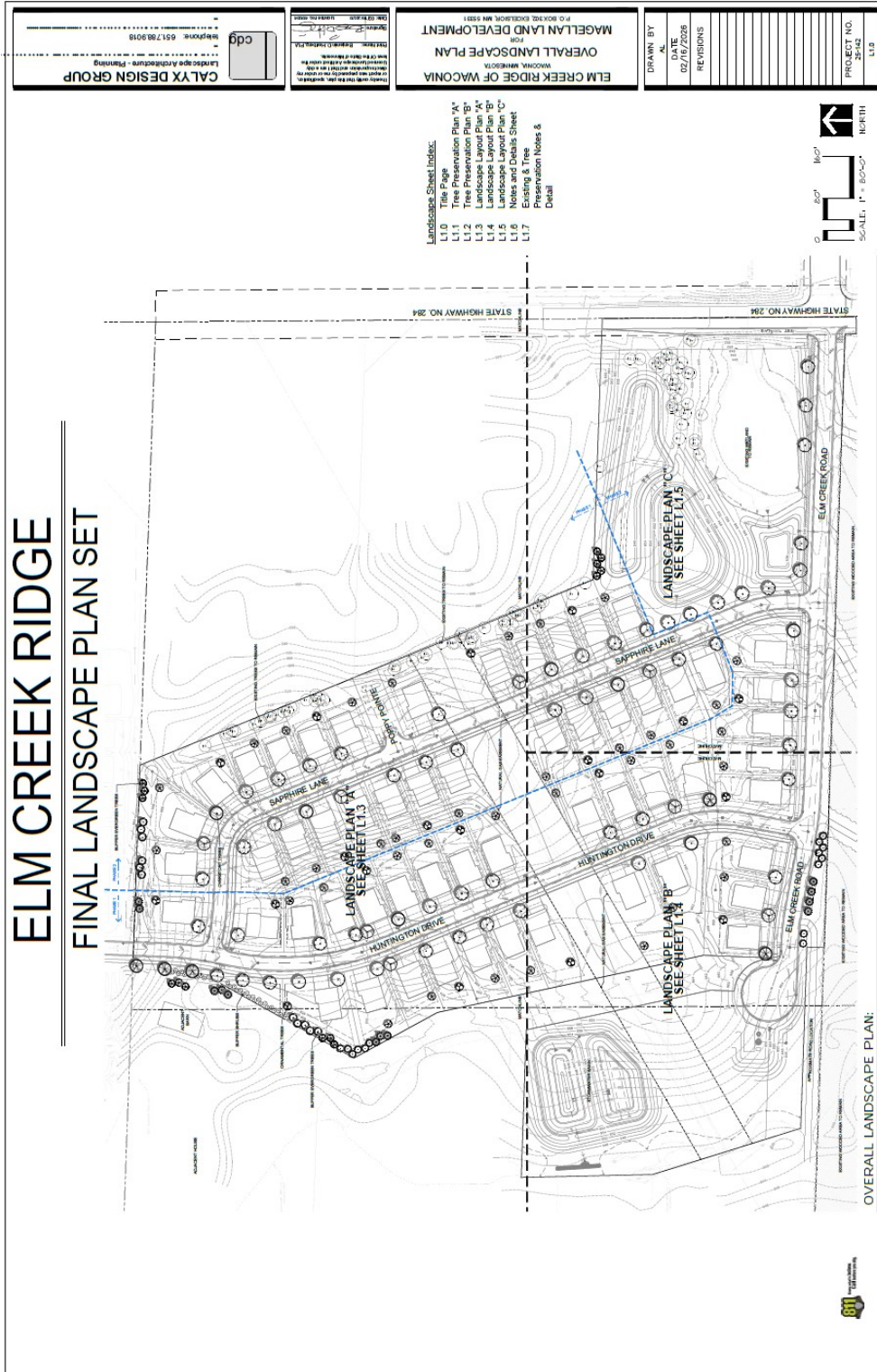


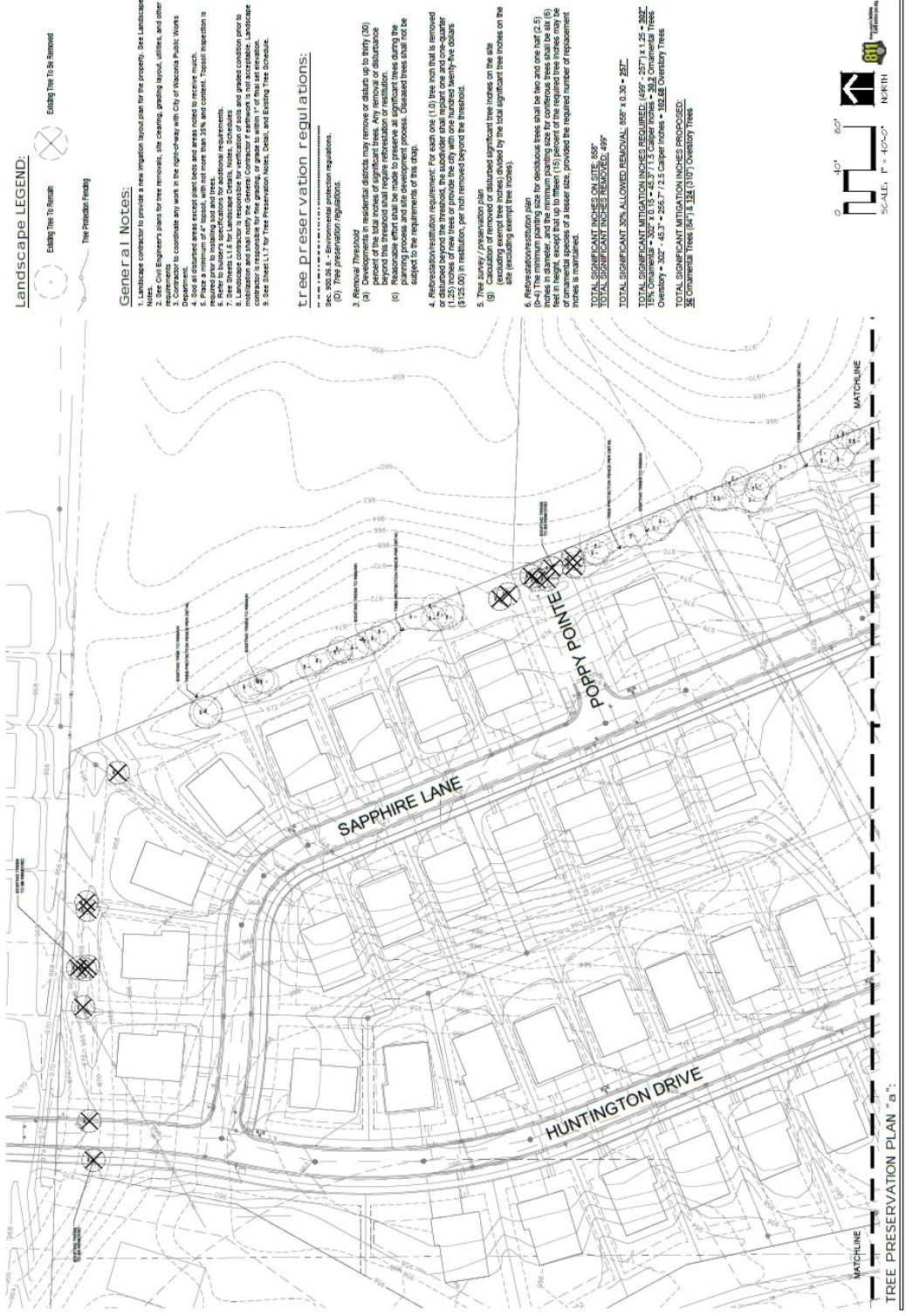
Exhibit C
Page 3 of 4



Exhibit C
Page 4 of 4

EXHIBIT D Landscape Plans





Landscape LEGEND:

- Existing Tree To Be Retained
- Existing Tree To Be Removed
- Tree Protection Fencing

General Notes:

1. The contractor shall provide a new irrigation layout plan for the property. See Landscape Notes.
2. See Civil Engineer's plans for tree removal, site clearing, grading layout, utilities, and other work.
3. Contractor to coordinate any work in the right-of-way with City of Waconia Public Works Department.
4. Contractor shall protect existing trees and shall submit to receive a tree removal permit prior to removing any trees.
5. Place a minimum of 4" topsoil, with not more than 35% soil content. Topsoil inspection is required prior to installing soil and trees.
6. See Sheets L1.6 for Landscaping Details, Notes, Schedules.
7. See Sheets L1.6 for Landscaping Details, Notes, Schedules.
8. Landscape contractor is responsible for verification of posts and grades considered prior to tree removal.
9. Contractor is responsible for tree grading, or grade to within 1" of final set elevation.
10. See Sheet L1.7 for Tree Preservation Notes, Detail, and Existing Tree Schedule.

Tree preservation regulations:

- a. 900.02.8 - Environmental protection regulations.
- b. Tree preservation regulations.
- c. Removal Threshold
 - i. Developments in residential districts may remove or disturb up to thirty (30) trees with a maximum diameter of 12 inches at breast height (DBH) and a minimum height of 6 feet. Reasonable effort shall be made to preserve all significant trees during the planning process and site development process. Disturbed trees shall not be subject to the requirements of this step.
 - ii. Reasonable effort shall be made to preserve all significant trees during the planning process and site development process. Disturbed trees shall not be subject to the requirements of this step.

- i. Replantation requirement: For each one (1.0) tree that is removed, the contractor shall plant one (1.0) tree of the same or larger species and size (1.25 inches of new trees or provide the city with one hundred twenty-five (125) cubic feet of soil) in replacement, per inch removed beyond the threshold. (\$25.00) in replacement, per inch removed beyond the threshold.
- ii. Tree survey / preservation plan
 - a. Calculation of removed or disturbed significant tree inches on the site shall be based on the total significant tree inches on the site (excluding exempt tree inches).

- i. Refer to the following table for tree removal and replacement requirements:

Tree Species	Minimum Planting Size
Deciduous	2.5" x 1.25' - 3.00'
Conifer	1.5" x 1.25' - 2.00'
Overstory	3.00' - 48.3" x 25.7' 2.5' Caliper inches - 100.00'
Overstory Tree	3.00' - 48.3" x 25.7' 2.5' Caliper inches - 100.00'

TOTAL SIGNIFICANT INCHES ON SITE: 887
TOTAL SIGNIFICANT INCHES REMOVED: 497
TOTAL SIGNIFICANT 30% ALLOWED REMOVAL: 687 (0.30 x 2291)
TOTAL SIGNIFICANT MITIGATION INCHES REQUIRED: (497 - 257) x 1.25 = 340
TOTAL SIGNIFICANT MITIGATION INCHES PROVIDED: 340
TOTAL SIGNIFICANT MITIGATION INCHES DEFICIT: 0
35 Conventional Trees (45' x 1.5" DBH) / Overstory Trees

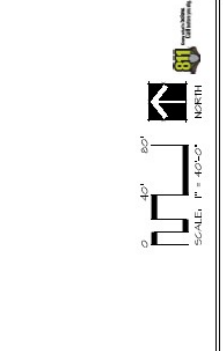
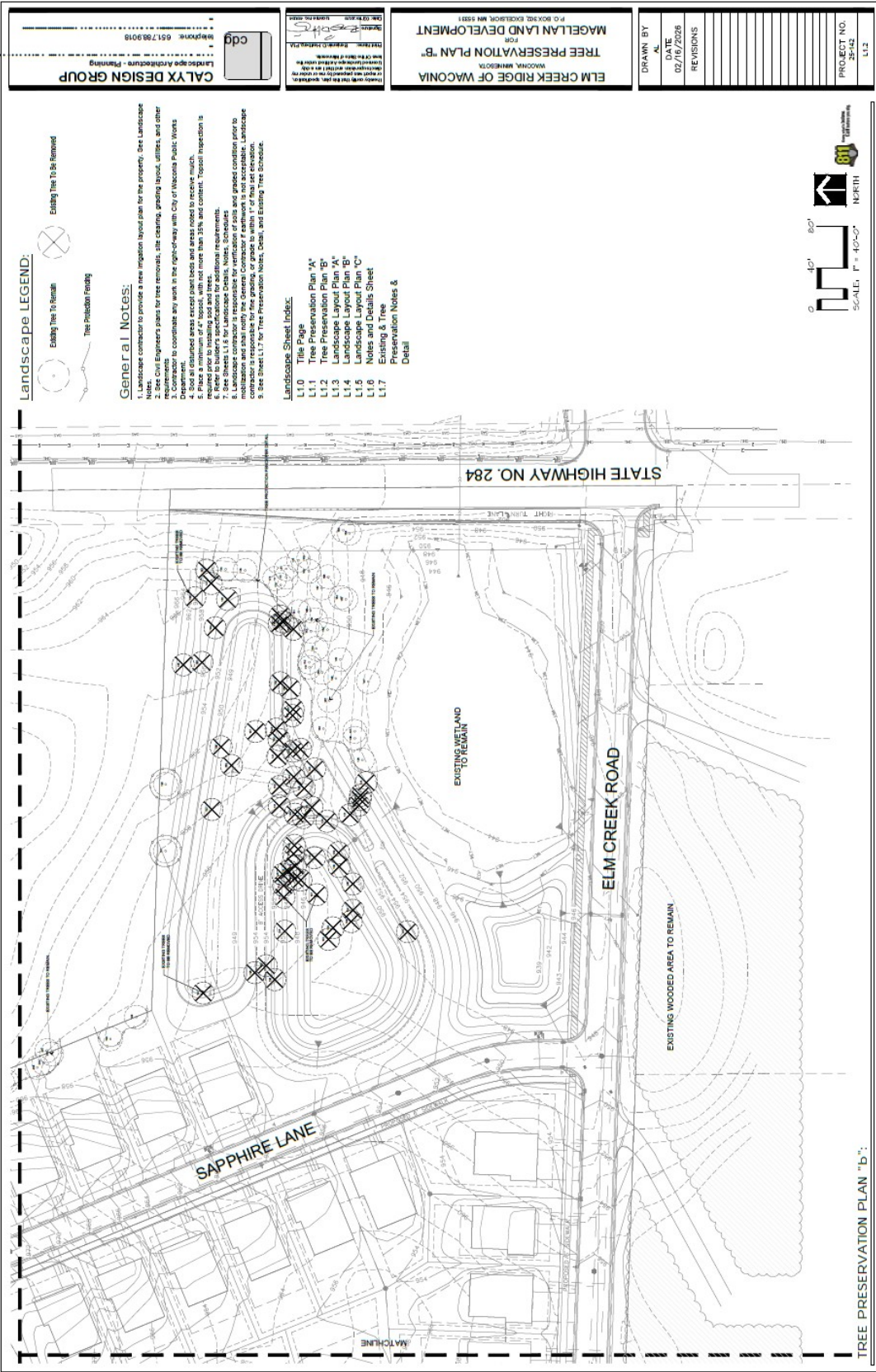


Exhibit D
Page 2 of 8



LANDSCAPE LEGEND:

- Existing Tree To Remain
- Tree Protection Footing
- Existing Tree To Be Removed

General Notes:

1. Landscape contractor to provide a new irrigation layout plan for the property. See Landscape Schedule.
2. See Civil Engineers plans for tree removal, site clearing, grading layout, utilities, and other work.
3. Contractor to coordinate any work in the right-of-way with City of Waconia Public Works Department.
4. Landscape contractor to provide tree protection details for all trees to be protected.
5. Place a minimum of 4" topsoil, with not more than 35% and compact. Topsoil inspection is required prior to installing sod and trees.
6. See sheets L1.4 for Landscape Details, Notes, Schedules.
7. See sheets L1.4 for Landscape Details, Notes, Schedules.
8. Landscape contractor is responsible for verification of soils and graded condition prior to installation of sod and trees.
9. See sheet L1.7 for Tree Preservation Notes, Detail, and Existing Tree Schedule.

Landscape Sheet Index:

L1.0	Title Page
L1.1	Tree Preservation Plan "A"
L1.2	Tree Preservation Plan "B"
L1.3	Landscape Layout Plan "A"
L1.4	Landscape Layout Plan "C"
L1.5	Notes and Details Sheet
L1.6	Existing & Tree Preservation Notes & Detail
L1.7	Existing & Tree Preservation Notes & Detail

ELM CREEK RIDGE OF WACONIA
 MAGELLAN LAND DEVELOPMENT
 TREE PRESERVATION PLAN "B"
 P.O. BOX 282, EXETER, MN 55811

DRAWN BY	AL
DATE	02/14/2026
REVISIONS	
PROJECT NO.	25-542
	L1.2

0 4'-0" 8'-0"

SCALE: 1" = 40'-0"

NORTH

Exhibit D
 Page 3 of 8

CALYX DESIGN GROUP
 Landscape Architecture - Planning
 651.788.9018
 cdx

ELM CREEK RIDGE OF WACONIA
 LANDSCAPE LAYOUT PLAN "B"
 FOR
 MAGELLAN LAND DEVELOPMENT
 P.O. BOX 928, EXCELSIOR, MN 55121

DRAWN BY: AL
 DATE: 02/16/2028
 REVISIONS:

PROJECT NO.: 2422
 SHEET: L14

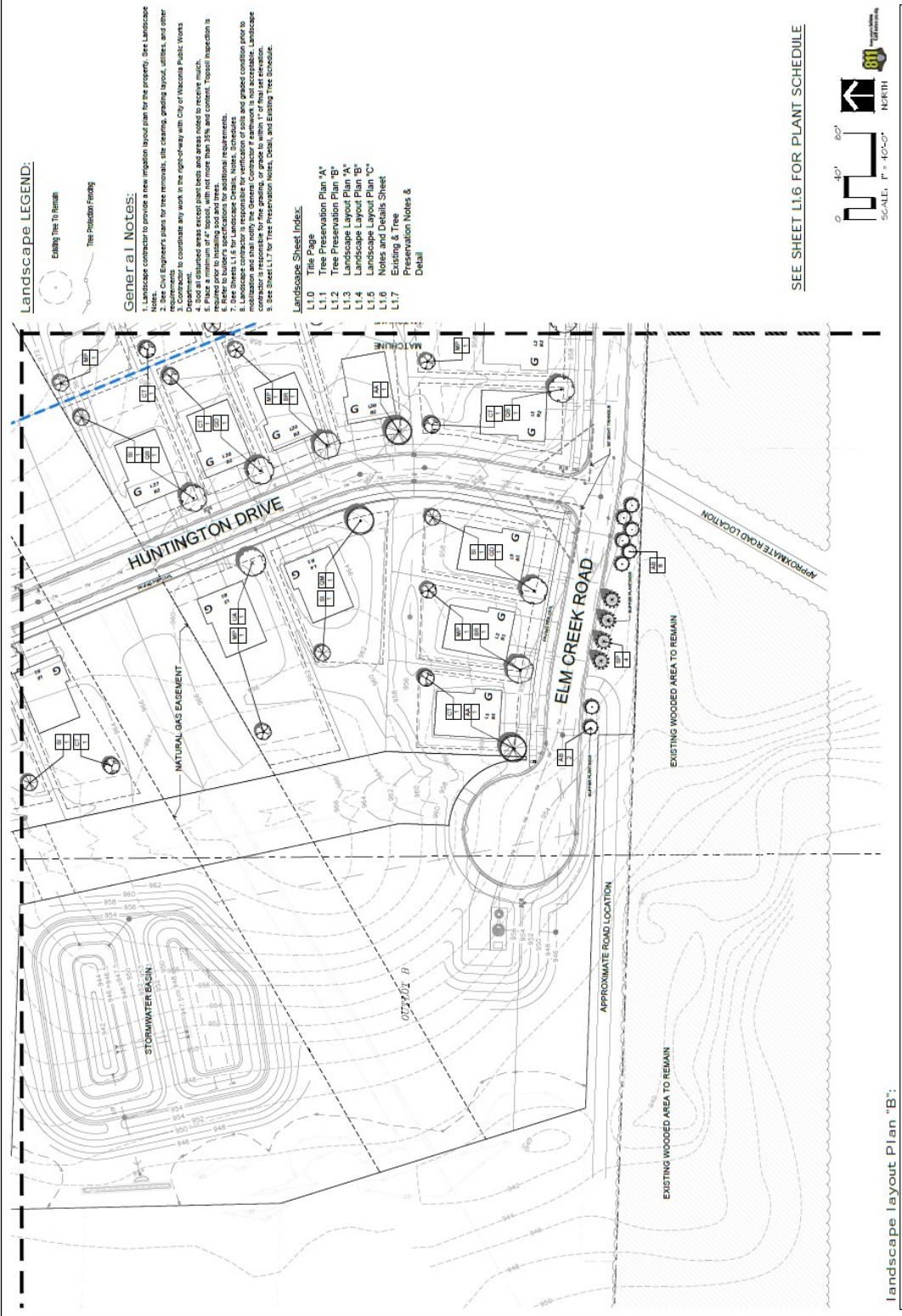


Exhibit D
 Page 5 of 8

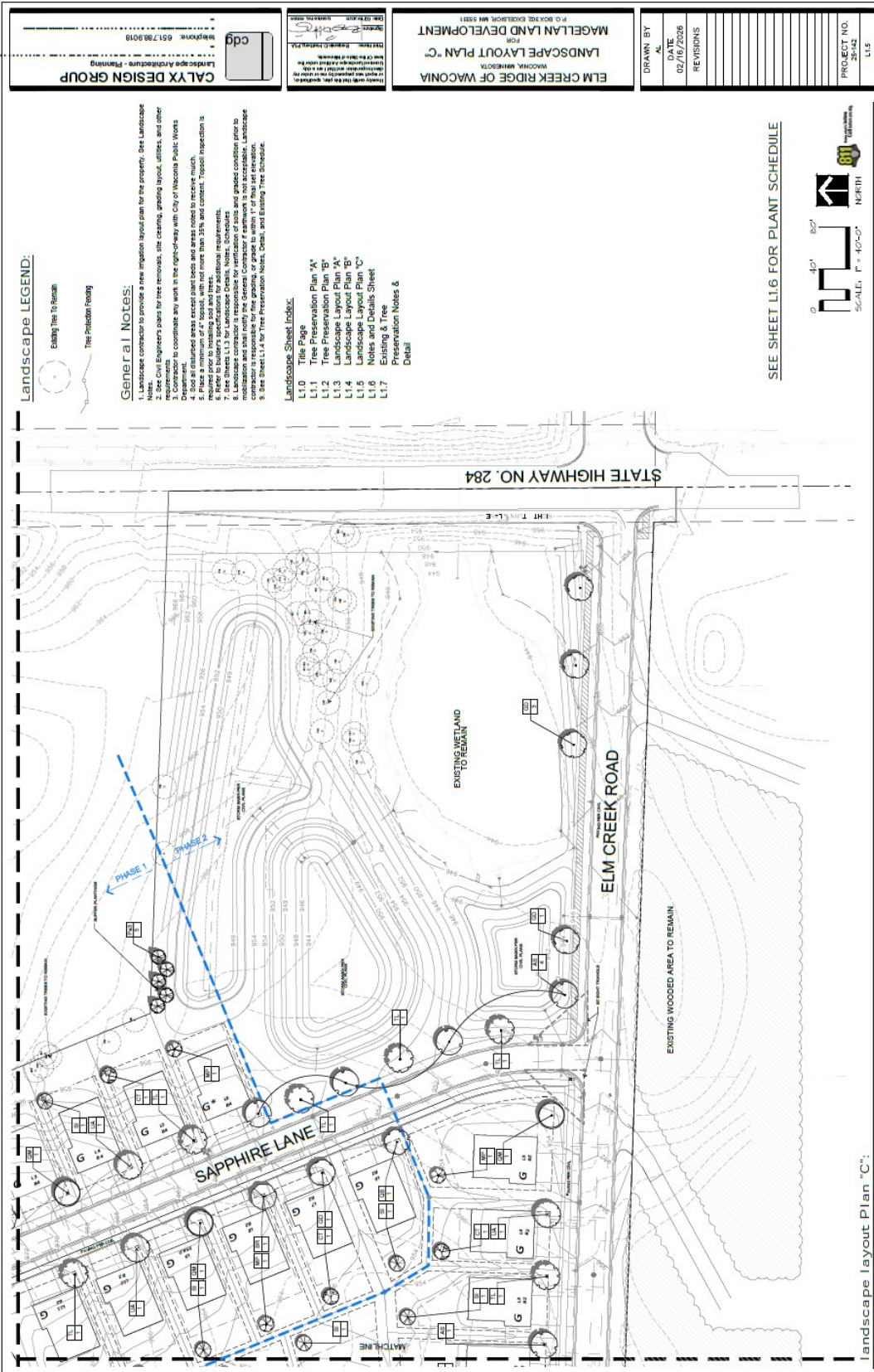


Exhibit D
Page 6 of 8

LANDSCAPE NOTES + REQUIREMENTS:

1. Landscape contractor to provide nursery plot (bill of lading) including plant species and sizes depicted to the site. Additionally, the contractor shall provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation. The contractor shall also provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation.
2. Before all plant materials are installed, the contractor shall provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation. The contractor shall also provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation.
3. The contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant species. The contractor shall also provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation.
4. All plant materials shall be delivered to the site in a timely manner. The contractor shall provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation.
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31. The contractor shall provide a list of all plants to be installed, including botanical name, common name, size, quantity, and any special requirements for handling, storage, and installation.

PLANT SCHEDULE

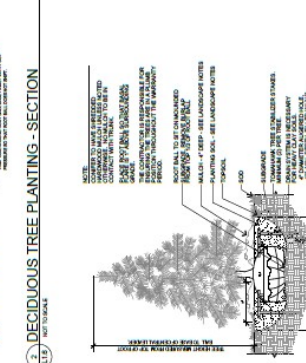
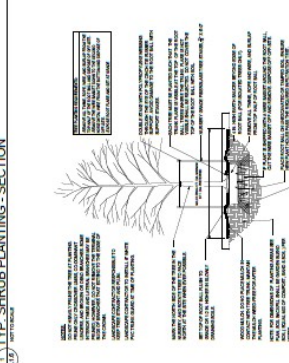
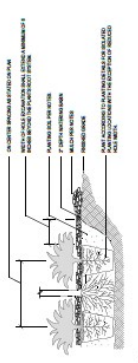
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY.
	AB	Abies balsamea	Blue Spruce	6' Hg.	EM60	14
	AL	Alnus incana	Honey Sycamore	6' Hg.	EM60	14
	BL	Betula nigra	Black Birch	6' Hg.	EM60	11
	SP	Prunus sp.	Swedish Pine	6' Hg.	EM60	12
	CT	Cornus florida	Flowering Dogwood	1.5' Cal.	EM60	10
	MP	Malus x 'Redpursh'	Red Crab Apple	1.5' Cal.	EM60	10
	SI	Syringa reticulata 'Honey Silk'	Honey Silk Japanese Tree Lilac	1.5' Cal.	EM60	10
	AS	Aster x 'Hummel's Sunray'	Sunray Aster	2.5' Cal.	EM60	10
	AK	Aster x 'Hummel's Autumnal'	Autumnal Aster	2.5' Cal.	EM60	10
	BL	Betula nigra	Black Birch	2.5' Cal.	EM60	8
	GD	Gleditsia triacanthos var. 'Innocent'	Black Locust	2.5' Cal.	EM60	12
	CB	Cornus florida	Flowering Dogwood	2.5' Cal.	EM60	11
	CM	Cornus mas	European Cornelian Dogwood	2.5' Cal.	EM60	7
	TL	Tilia americana	American Linden	2.5' Cal.	EM60	10
	UA	Ulmus x 'Amstelheer'	Amstelheer Elm	2.5' Cal.	EM60	10
	CG	Cornus rugosa	Spicebush	1 gal. (Max. 2' Hg.)	Plt	15
	CI	Cornus rugosa	Spicebush	1 gal. (Max. 2' Hg.)	Plt	15

CALYX DESIGN GROUP
Landscape Architecture - Planning
6517 28th Ave S
Burien, WA 98148
Phone: 206.835.9900

ELM CREEK RIDGE OF WACONIA
LANDSCAPE DETAILS, NOTES, & SCHEDULE
WACONIA, MINNESOTA
FOR
MAGELLAN LAND DEVELOPMENT
17000 BOONVILLE ROAD, WACONIA, MN 55157

ELM CREEK RIDGE OF WACONIA
LANDSCAPE DETAILS, NOTES, & SCHEDULE
WACONIA, MINNESOTA
FOR
MAGELLAN LAND DEVELOPMENT
17000 BOONVILLE ROAD, WACONIA, MN 55157

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WACONIA, MINNESOTA
FOR
MAGELLAN LAND DEVELOPMENT
17000 BOONVILLE ROAD, WACONIA, MN 55157



LANDSCAPE SHEET INDEX

L1.0	Title Page
L1.1	Tree Preservation Plan 'A'
L1.2	Tree Preservation Plan 'B'
L1.3	Landscape Layout Plan 'A'
L1.4	Landscape Layout Plan 'B'
L1.5	Landscape Layout Plan 'C'
L1.6	Notes and Details Sheet
L1.7	Existing & Tree Preservation Notes & Detail

PROJECT NO. 24142
DATE 02/16/2026
REVISIONS

EXHIBIT E

Form of Serbus Easement Declaration

(Above Space Reserved for Recording Data)

DECLARATION AND GRANT OF EASEMENT

(Drainage and Utility)

This Declaration and Grant of Easement (the "Declaration") is made this ___ day of _____, 20___, by Thomas R Serbus and Linda M. Serbus, husband and wife (collectively, "Grantor"), to and for the benefit of the City of Waconia, a Minnesota municipal corporation (the "City").

WHEREAS, Grantor is the fee owner of that certain real property located in the County of Carver, State of Minnesota which is legally described in Exhibit 1 ("Grantor's Property"); and

WHEREAS, the City has requested the grant of an easement for drainage and utility purposes over, under, across and through that portion of said property legally described in Exhibit 2 attached hereto and depicted in Exhibit 3 attached hereto (the "Easement Area"), and Grantor desires to dedicate, grant, and convey an easement for drainage and utility purposes over, under, across and through the Easement Area, subject to and in accordance with the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other valuable consideration, Grantor hereby declares that the Easement Area shall be held, transferred, and used subject to and together with the following easements, covenants, and restrictions:

1. Declaration of Easement. Grantor hereby dedicates, grants, and conveys to the City, and its respective employees, contractors, agents, successors and assigns, a permanent, non-exclusive easement for drainage and utility purposes, and for ingress and egress at any and all times with all machinery, equipment, and materials necessary for the aforesaid purposes, over, under, across and through the Easement Area, subject to the terms and conditions set forth in this Declaration. The foregoing easement granted herein includes the right of the City, and its respective employees, contractors, agents, successors and assigns, to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing the utilities, drainage ways and related facilities in the described Easement Area together with the right to grade, level, fill, drain and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public drainage and utility systems.

2. Interference Prohibited. Grantor, and Grantor's successors or assigns, shall not construct or alter any permanent improvements on or within the Easement Area which will interfere with the use of the Easement Area for the above-described purposes or impair the easement rights granted in this Declaration.

3. Retained Rights. Grantor reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy does not impair the easement rights granted in this Declaration.

4. Waiver. No person or entity having or acquiring any interest in the Easement Area shall have the right to contest or challenge the easements, restrictions, covenants and conditions set forth in this Declaration on the basis of the passage of time. All such persons and entities, by their assertion or acceptance of any interest in such property, are hereby estopped from asserting and shall be deemed to have waived any claim that any provision of this Declaration is invalid or unenforceable in whole or in part due to the passage of time whether such claim arises or is brought forth under Minnesota Statutes Section 500.20, Minnesota Statutes Section 541.023, or any other statute or law heretofore or hereafter enacted.

5. Construction and Binding Effect. Each and all of the easements, covenants, rights, obligations and restrictions granted, conveyed or established by or under this Declaration are affirmative and negative covenants which shall run with the land and shall be interpreted and construed as integral, essential and non-severable parts of this Declaration. This Declaration shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, and any other persons having or acquiring an interest in the Easement Area.

6. Applicable Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

7. Duration/Amendment. Except as otherwise specifically provided above, the easements, covenants, restrictions and obligations established hereby shall be effective upon the recording of this Declaration in the appropriate recording office of Carver County and shall be perpetual unless terminated or modified by an amendment. This Declaration may be amended only with the approval of the then current owner(s) of Grantor's Property and the City or their respective successors or assigns. The amendment shall be reduced to writing, signed by the approving parties and recorded in the same county recording office in which this Declaration is recorded.

8. Right to Convey. Grantor represents and warrants to the City that Grantor is not married, that Grantor is the sole owner of fee simple title to the Easement Area, that Grantor has the authority to make this Declaration, and that no consent or subordination is required from any mortgagee or other person/entity to make the Declaration fully binding and enforceable against all persons/entities.

9. Miscellaneous. The subject headings of the sections of this Declaration are included for convenience only and shall not be used in the interpretation of this Declaration. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. No provision of this Declaration shall be deemed waived or amended unless such waiver or amendment is in writing. If any provision of Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Declaration shall not be affected and each provision of this Declaration shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the Grantor has caused this Declaration to be executed as of the date set forth below.

GRANTOR:

Thomas R. Serbus

GRANTOR:

Linda M. Serbus

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Thomas R. Serbus and Linda M. Serbus, husband and wife.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FELHABER LARSON (MSR)
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-8409

EXHIBIT 1

LEGAL DESCRIPTION OF GRANTOR PROPERTY

[Insert correct legal description for Grantor's property.]

EXHIBIT 2

LEGAL DESCRIPTION OF THE EASEMENT AREA

A drainage and utility easement through, over, under and across that part of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 26, Township 116, Range 25, Carver County, Minnesota described as follows:

Commencing at the northeast corner of Outlot B, ELM CREEK RIDGE, Carver County, Minnesota; thence South 12 degrees 07 minutes 49 seconds East, assumed bearing along the east line of said Outlot B, 21.33 feet to the point of beginning; thence continuing South 12 degrees 07 minutes 49 seconds East, along said east line 30.59 feet; thence North 66 degrees 38 minutes 15 seconds East 69.13 feet to the west line of Lot 7, Block 1, ELM CREEK RIDGE, Carver County, Minnesota; thence North 12 degrees 07 minutes 55 seconds West, along said west line 30.59 feet; thence South 66 degrees 38 minutes 15 seconds West 69.13 feet to the point of beginning and there terminating.

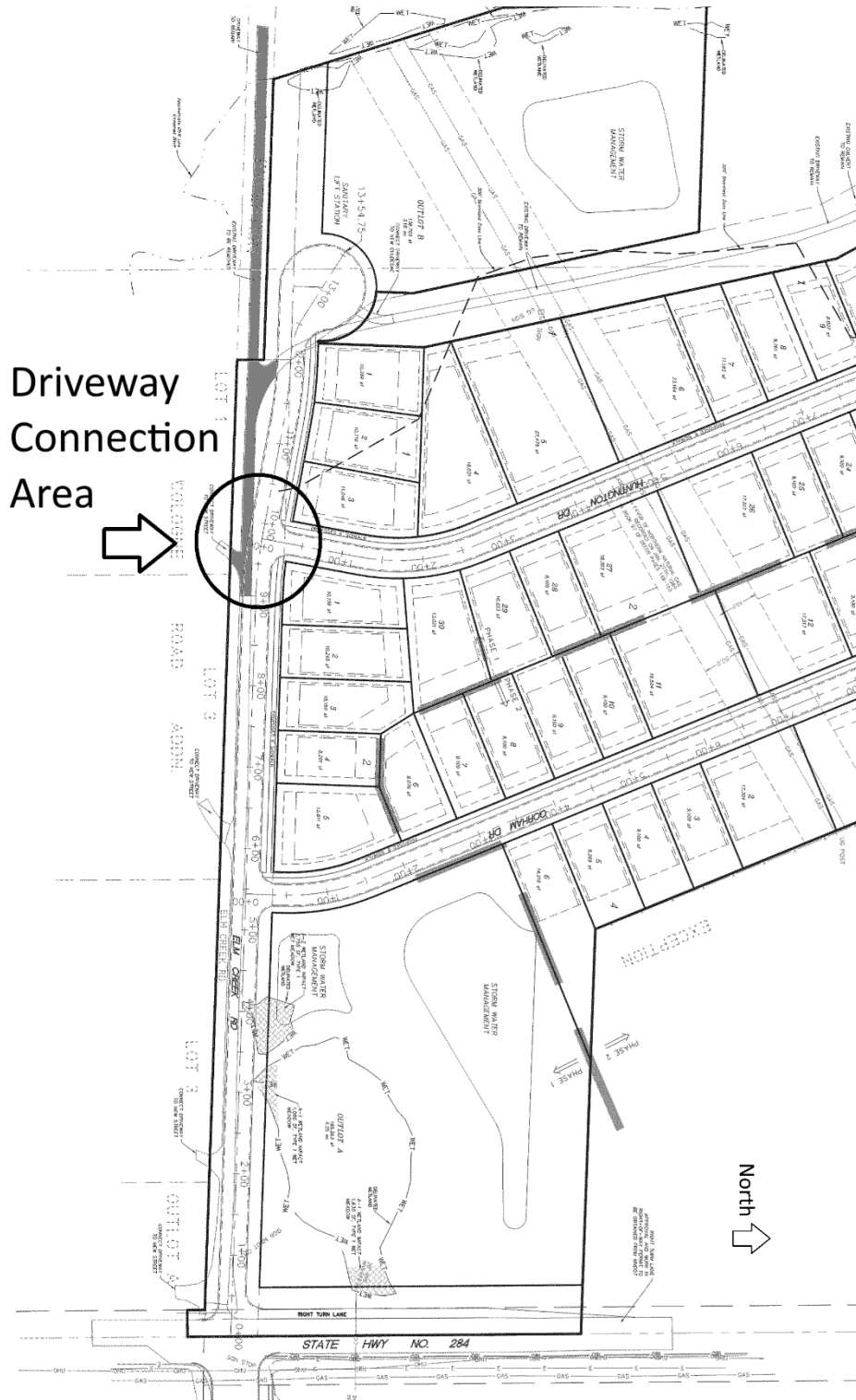
EXHIBIT G

Diagram of Sidewalk Improvement



EXHIBIT H

Diagram of Driveway Connection Area





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.10. Copier/Scanner Lease at City Hall	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-069 Approving 5-Year Lease Agreement for City Hall Copier/Scanner with Marco Technologies</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>Marco Technologies LLC currently services the City's copier/scanner machines at City Hall, Public Services, the Fire Station, and Safari Island Community Center. They are a trusted partner that works with SourceWell to provide competitive pricing for local government cities.</p> <p>The City's representative has provided a proposed lease agreement that includes unlimited printing with no meter readings or overage charges. The proposed printer is the same Konica brand currently utilized by Staff at the facility, which will allow for continuity and familiarity in operations. The total monthly payment for the new five-year lease is \$681.34, compared to the City's current lease payment of \$928.75 per month. This represents a significant monthly cost savings while also providing updated features and improved functionality. The proposed lease term and pricing reflect the most favorable option available through Sourcewell for the equipment and features necessary to support operations at City Hall.</p> <p>Staff recommend approval of the 5-year lease with Marco Technologies LLC for the City Hall Copier/Scanner replacement.</p> <p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1. Resolution No. 2026-069 City Hall Printer-Scanner 5 Year Lease 2. Marco Copier 5-Year Lease Agreement 	
<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: General Fund - Central Facilities (101)</p> <p>Budget Information:</p> <p><input checked="" type="checkbox"/> Budgeted</p> <p><input type="checkbox"/> Non-Budgeted</p> <p><input type="checkbox"/> Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Planning Commission:</p> <p>Park Board:</p> <p>Personnel Committee:</p> <p>Other:</p>

**CITY OF WACONIA
RESOLUTION NO. 2026-069**

**RESOLUTION APPROVING 5-YEAR LEASE AGREEMENT WITH MARCO
TECHNOLOGIES LLC FOR THE CITY HALL COPIER/SCANNER**

WHEREAS, the City currently leases copier/scanners from Marco Technologies, LLC for City Hall, Public Services, the Fire Station, and Safari Island Community Center; and

WHEREAS, the current lease for the City Hall copier/scanner is set to expire; and

WHEREAS, Marco Technologies LLC utilizes Sourcewell to obtain competitive pricing for local government entities; and

WHEREAS, the proposal provided is a 5-year lease that includes unlimited prints and no meter readings or print overage charges; and

WHEREAS, the City will see a cost savings with the new lease; and

WHEREAS, the total monthly charge for the lease is \$681.34.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Waconia hereby approves the 5-year lease agreement with Marco Technologies LLC for the City Hall copier/scanner.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



February 16, 2026

PROPOSAL FOR
CITY OF WACONIA

Prepared by:

Curtis Thompson

Technology Advisor

651-288-6944

Curt.thompson@marconet.com

Expiration Date:3/13/2026



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



CITY OF WACONIA

CURRENT PAYMENT SUMMARY:

Monthly Payment (Lease and Maintenance) STAX Program.....\$908.75
SFF & Support Desk..... \$20.00

Total..... \$928.75

RECOMMENDED PRINT SOLUTION

QTY	ITEM	DESCRIPTION
1	ADXF011	KONICA C551i W/DF-714 COLOR

Specifications

- 55 Monochrome Pages Per Minute
- 55 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 500 Sheet Paper Tray
- (1) 2,500 sheet Internal LCT
- 300 Sheet Single Pass Document Feeder
- Stapling Finisher
- 3 Hole Punch
- Wireless Connectivity



DEVICE AS A SERVICE (DAAS) PROGRAM

With Marco’s DaaS, you’ll receive unlimited prints with no overages or meter readings. This recommendation includes hardware, service, maintenance, and automatic toner replacement. Our industry-leading support desk is also recommended with this solution. This, along with in-depth data analytics and reporting, makes our unlimited print offering an intelligent decision for businesses of all shapes and sizes.

60 Month Term \$661.34/Month
SFF & Support Desk.....\$20.00/Month

Total.....\$681.34/Month

Monthly Fee to Include:

- OEM Toner Supplies
- Onsite Service and Parts
- Unlimited Prints
- Device Replacement
- No meter readings or print overages!

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training.....Included

Accepted by: _____ Date: MARCH 2, 2026

TIM LITFIN, MAYOR

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



MARCO SUPPORT DESK (RECOMMENDED OPTION)

Our network and hardware technicians support hardware malfunctions, connectivity and device settings. You can receive support directly from your workstation or we can also provide interactive, remote sessions. Remote work allows our staff access to your computer, so we can walk you through the solution visually.

- Live-call answer Monday-Friday, 8:00 a.m. to 5:00 p.m.
- Setting up scan to e-mail folder and desktop solutions.
- Help with duplex printing, desktop publishing, booklet printing, etc.
- Identification of solutions for device connection and printing
- Support with Sharp, HP, Lexmark, Konica Minolta, Kyocera, Canon, and Toshiba
- Proficiency with both Windows and Mac
- Coordination with IT staff members to resolve server issues.

1-5 Devices	\$10.00/Month*
6-15 Devices	\$20.00/Month*
16+ Devices	\$30.00/Month*

**Note: The monthly cost is per contract.*

The above pricing does not include applicable sales tax.

Due to changing economic conditions pricing and availability is subject to change without notice at any point during or after the quotation.

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026
Item Name:	8.11. Authorize Recruitment for Park Maintenance Lead Position
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action: Adopt 2026 Budget	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-070 Authorizing Recruitment for Park Maintenance Lead	
EXPLANATION OF AGENDA ITEM:	
Background	
<p>A Park Maintenance Lead position was added to the City’s Public Services Department as part of the 2026 adopted budget. This position was originally identified in the City’s 2022 Organizational Study, with a recommendation to add the role in 2025. The addition of this position brings the Parks Division into alignment with both the Streets and Utilities Divisions, which currently operate with lead positions. The role is designed as a “working lead,” meaning the individual will provide direction and coordination in the field while continuing to perform hands-on maintenance duties.</p>	
Purpose of the Position	
<p>The primary purpose of the Lead position is to oversee day-to-day field operations within the Parks Division. While Supervisors retain overall responsibility for the division, the Lead supports operational execution by:</p>	
<ul style="list-style-type: none">• Directing daily field activities• Coordinating work assignments• Improving communication and workflow• Enhancing equipment and project scheduling• Reducing operational silos	
<p>This structure allows the Park Maintenance Supervisor to focus more intentionally on long-term planning, capital project coordination, administrative responsibilities, and resident communication and outreach.</p>	
Key Responsibilities	
<p>Primary responsibilities of the Park Maintenance Lead include:</p>	
<ul style="list-style-type: none">• Overseeing seasonal employees (typically April through November), including onboarding, training, supervision, and performance management• Documenting field work within the City’s asset management system and assisting with reporting and resident communication• Supporting division operations across multiple work teams to maintain appropriate span	

of control

- Reviewing upcoming projects to forecast equipment and material needs
- Assisting with City Code Enforcement activities, including weed inspections and snow/ice removal on private sidewalks

Preferred Qualifications

Preferred qualifications for the position include:

- Public Works Certificate
- Certified Playground Safety Inspector
- Certified Arborist
- Standard Pesticide Applicator License

If the selected candidate does not possess these certifications at the time of hire, they will be expected to obtain them within two (2) years.

Compensation

The Park Maintenance Lead position is classified in Pay Grade 7, consistent with the Street Maintenance Lead position.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55	\$45.89

Timeline

The position is budgeted for a May 1, 2026, start date and will report directly to the Park Maintenance Supervisor. The anticipated timeline is as follows:

- Early March 2026 – Position posted
- Early April 2026 – Application review and interviews
- April 20, 2026 – Council authorization of hire
- May 4, 2026 – Anticipated start date

Filling this position prior to the busy summer season will provide critical operational support during peak maintenance months.

Recommendation

Staff recommends Council authorization recruitment for the Park Maintenance Lead position in accordance with the proposed timeline.

ATTACHMENTS:

1. Resolution No. 2026-070 Park Maintenance Position
2. Park Maintenance Lead 2026

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

**CITY OF WACONIA
RESOLUTION NO. 2026 - 270**

**RESOLUTION AUTHORIZING RECRUITMENT
FOR PARK MAINTENANCE LEAD**

WHEREAS, the City Council adopted the 2026 Budget, which included funding for a Park Maintenance Lead position within the Public Services Department; and

WHEREAS, the position was originally identified in the City's 2022 Organizational Study with a recommendation for implementation in 2025; and

WHEREAS, the addition of a Park Maintenance Lead aligns the Parks Division staffing structure with the Streets and Utilities Divisions, which currently operate with Lead positions; and

WHEREAS, the Park Maintenance Lead will serve as a working lead responsible for assisting with day-to-day field operations, including but not limited to:

- Providing direction and coordination of daily park maintenance activities;
- Overseeing seasonal employees, including onboarding, training, supervision, and performance management;
- Documenting field work within the City's asset management system and assisting with reporting and resident communication;
- Forecasting equipment and material needs for upcoming projects;
- Assisting with City Code Enforcement efforts such as weed inspections and snow/ice removal compliance; and

WHEREAS, the position is classified in Pay Grade 7, consistent with the Street Maintenance Lead position; and

WHEREAS, the position is anticipated to begin in May 2026 (as budgeted) to support operational needs during the peak summer season.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia, Minnesota, that the City is authorized to recruit for the Park Maintenance Lead position.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

Job Title: Park Maintenance Lead

Department: Public Services

Status: Full-time regular position, Non-Exempt

Benefits: Qualifies for full-time benefits date of hire

Reporting Relationship: Reports to Park Maintenance Supervisor

Supervisory Duties: This position will oversee the seasonal positions. The Park Maintenance Lead will provide work direction and assignments to Park Maintenance Workers.

Position Details: Under the direction of the Park Maintenance Supervisor, the Park Maintenance Lead serves as a working lead responsible for coordinating daily operations of the Park Maintenance Division. This position provides field leadership, supports hiring and training of seasonal staff, oversees division work within the City's asset management system, and helps ensure efficient, safe, and high-quality maintenance of the City's parks, facilities, and related infrastructure. The Park Maintenance Lead works alongside staff in the field while helping plan, schedule, and guide division activities to meet operational goals.



Essential Duties and Responsibilities

Leadership & Operational Oversight

- Provide daily work direction, task assignments, and field leadership to park maintenance staff.
- Assist with hiring, onboarding, training, and performance oversight of seasonal employees.
- Support planning, scheduling, and coordination of park maintenance operations.
- Review upcoming projects and forecast equipment, material, and staffing needs.
- Lead division documentation and reporting within the City's asset management system.
- Ensure staff compliance with all safety standards, policies, and regulatory requirements.
- Assist with development of long-term plans for parks, equipment, and infrastructure improvements.
- Manage on-site operations for City-sponsored events as assigned.

Park & Infrastructure Maintenance

- Participate in and coordinate seasonal park maintenance activities including turf care, mowing, irrigation, ice rink flooding, athletic field preparation, tree planting and pruning, and facility opening/closing.
- Maintain playgrounds, trails, boulevard trees, rain gardens, stormwater assets, and landscape amenities.
- Perform general building and facility maintenance including painting, carpentry, plumbing, welding, electrical, and minor construction.
- Operate light and heavy equipment including mowers, loaders, backhoes, dump trucks, plow trucks, and related machinery.
- Assist with snow and ice control operations.
- Support Streets operations including snowplowing, ice removal, blacktopping, and catch basin maintenance.

- Assist with City Code Enforcement activities such as weed inspections and sidewalk snow/ice compliance.

Coordination & Customer Service

- Coordinate with contractors, subcontractors, and inspectors to ensure efficient project completion.
- Respond to resident inquiries, service requests, and complaints professionally and promptly.
- Partner with City staff to provide information for website and social media communications regarding park projects.
- Collaborate with other Public Services divisions including Streets, Utilities, Facilities, and Mechanics.
- Provide on-call coverage and backup assistance as assigned.

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

Knowledge, Skills, and Abilities

- Thorough knowledge of municipal park maintenance methods, construction standards, and public infrastructure practices.
- Knowledge of environmental regulations and stormwater management practices.
- Ability to safely operate light and heavy equipment and a variety of hand and power tools.
- Strong organizational skills with the ability to manage multiple tasks and establish priorities.
- Proficiency in computer systems including word processing, spreadsheets, and asset management software.
- Ability to communicate effectively with staff, contractors, residents, City officials, and outside agencies.
- Ability to attend meetings or training sessions during or outside normal working hours as required.
- Ability to establish and maintain effective working relationships.
- Reliable attendance and punctuality.

Normal Working Hours: Monday – Friday, 6:30 a.m. – 3:00 p.m. Evening, weekend, holiday, and on-call work may be required.

Minimum Qualifications

- High school diploma or GED.
- Five (5) years of experience in public works, construction, or related field, including at least three (3) years in park construction or maintenance; or an equivalent combination of education and experience.
- Horticulture, native grass, and plant identification experience.
- Proficient in work zone setup and flagging.
- Ability to successfully pass aptitude testing.
- Valid driver's license and ability to obtain required endorsements.
- Successful completion of background check, driving check, physical, and DOT drug and alcohol testing requirements.
- Ability to perform all essential job functions under described working conditions.
- Ability to be on call.

Required Certifications and Licenses

- Public Works Certificate (or ability to obtain within five full semesters of hire).
- Class A CDL with Tanker and Air Brake endorsements (or ability to obtain within six months).
- Non-commercial pesticide applicator license (turf and ornamental) within one year.
- Minnesota Tree Inspector Certification within one year.
- National Playground Safety Certification within six months.
- ICS 100 and 700b training within two years.
- Certified Arborist designation preferred.

Physical Demands

This position requires frequent standing, walking, climbing, kneeling, crouching, and lifting up to 75 pounds. Work involves operating equipment, exposure to loud noise, outdoor weather conditions, and potential hazards including mechanical parts, chemicals, confined spaces, and temperature extremes. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment

Work is performed both indoors and outdoors in varying weather conditions. The position regularly works near mechanical equipment and occasionally in confined spaces or elevated locations. Personal protective equipment is required as appropriate.

Equal Employment Opportunity

The City of Waconia is an Equal Opportunity Employer and does not discriminate based on race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status regarding public assistance.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.12. Special Event Permit - Memorial Day Parade	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-071 Special Event Permit Memorial Day Parade for the American Legion Post #150	
EXPLANATION OF AGENDA ITEM: The Waconia American Legion Post #150 will conduct its annual Memorial Day Parade and Ceremony on May 25, 2026. The band and color guard will assemble in Lot 1 and proceed from Vine Street to Main Street, eastward to City Square Park. Staging will occur at 10:30 a.m., the parade will begin at 10:45 a.m. and the program will begin at 11:00 a.m. at City Square Park. There are no street closures or parking restrictions requested as part of the parade.	
ATTACHMENTS: 1. Resolution No. 2026-071 Special Event Permit	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA RESOLUTION NO. 2026-071
RESOLUTION APPROVING A SPECIAL EVENT PERMIT
AND PARADE ROUTE FOR THE
AMERICAN LEGION POST #150**

WHEREAS, City Ordinances allows for the use of streets for a parade by permit; and,

WHEREAS, the American Legion Post #150 is requesting to conduct a parade of color guard and band on Monday, May 25, 2025, utilizing a route from Lot I. Vine Street South to Main Street and east to City Square Park from 10:30 a.m. to approximately 11:00 a.m.; and,

WHEREAS, the parade will not require any street closure or parking restrictions.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the parade route permit.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest _____
Jackie Schulze. Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 2, 2026	
Item Name: 8.13. Special Event Permit - Lake Waconia Band Festival	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-072 Approving Special Event Permit for the Lake Waconia Band Festival.	
EXPLANATION OF AGENDA ITEM:	
<p>The Lake Waconia Band Festival organizers have submitted a Special Event Permit for the annual Lake Waconia Band Festival for June 20, 2026, at 6:00 p.m. The annual festival showcases 12 high school marching bands from across the state. This year's route will utilize Main Street from Orange Street to Walnut Street. Additionally, there will be band staging areas on Oak Street and Orange Street and both of these roads will be closed between Main Street and 1st Street. Also, 1st Street will be closed between Oak Street and Birch Street near the start of the parade and portions of Walnut, and 1st Street near Bayview Elementary for end of route staging and awards. Spruce Street adjacent to City Square Park will be closed for set-up of vending and food trucks., which are all indicated on the attached maps. This year's downtown reconstruction project's official detour route mayutilizes some of the requested streets and the City will work with the contractor to amend the detour routes during these events.</p> <p>The Lake Waconia Band Festival is a city-supported event per the Special Event Policy and city staff provide some staff support for set-up and take down of no parking signs and barricades provided by the city, as well as some emergency/medical response staffing by fire department personnel and law enforcement staff during the festival on the 20th.</p>	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution No. 2026-072 Special Event Permit Waconia Band Festival 2. Special Event Permit - Waconia Band Festival 3. 2026 City Barricade And Cone Coordination 	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-072**

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

WHEREAS, Lake Waconia Band Festival organizers have requested use of and closure of certain streets in support of the 27th annual Lake Waconia Band Festival; and

WHEREAS, request closure and use of Main Street from Orange Street to Walnut Street from 3:00 p.m. to 9:00 p.m. on June 20th for marching band parade route; and

WHEREAS, request closure and use of Oak Street, Orange Street, 1st Street from Oak Street to Birch Street for pre-parade staging of the bands from 3:00 p.m. to 9:00 p.m. on June 20th; and

WHEREAS, request closure and use of Walnut Street from Lake Street to 2nd Street and 1st Street between Cherry Street and Walnut Street for post-parade staging of the bands; and

WHEREAS, request closure and use of Spruce Street between Main Street and 1st Street for the staging of vending and food trucks; and

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

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Jeff Grengs, Acting Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Special Event Permit

SECTION 1 – CONTACT INFORMATION

Applicant (person completing this form)

Name: _____

Phone: _____

Email: _____

Role (Owner / Manager / Partner / Agent / Other): _____

On-Site Contact (required during event)

Name: _____

Phone: _____

Email: _____

SECTION 2 – EVENT OVERVIEW

Event Name: _____

Event Date(s): _____

Event Time: _____ to _____

Setup Start Time: _____ Cleanup End Time: _____

Event Location (address): _____

Is the event outdoors? Yes No

Is the event in a City park? Yes No

Estimated Attendance: _____

Are tickets sold? Yes No

If yes, admission price: \$ _____

Brief description of event activities/entertainment:

SECTION 3 – CHECK ALL THAT APPLY

Amplified sound (music, DJ, PA system)

Alcohol will be served

Street / sidewalk / public area closure

Tents or temporary structures

150+ attendees

(You will only complete the matching sections below.)

SECTION 4 – FOOD, SAFETY & OPERATIONS (ALL EVENTS)

Food & beverage plan (who is serving, permits if needed):

Emergency / medical plan:

Trash plan (bins, cleanup):

Will portable toilets be provided? Yes No

If yes, provider & quantity: _____

SECTION 5 – AMPLIFIED SOUND (ONLY IF APPLICABLE)

No amplified sound

Sound under 85 decibels

Sound past 10:30 PM (waiver required)

Noise control plan: _____

SECTION 6 – STREET / PUBLIC AREA CLOSURE (ONLY IF APPLICABLE)

Closure requested? Yes No (Please provide traffic control and/or detour plan if checked “yes”)

Duration: Under 15 minutes 15+ minutes

Streets/areas affected:

Traffic control vendor: _____

Emergency vehicle access plan:

SECTION 7 – ALCOHOL SERVICE (ONLY IF APPLICABLE)

Alcohol will be served? Yes No

Type of service (check all that apply): Temporary liquor license (separate application required)

Licensed on-sale vendor(s) Licensed caterer Community festival designation

Alcohol provider(s): _____

Liquor liability insurance holder: _____

Alcohol service area & age-control plan:

Will security officers be hired? Yes No

SECTION 8 – TENTS / FIREWORKS (ONLY IF APPLICABLE)

Tents

Tent provider: _____
Tent size (sq. ft.): _____ (Permit required if over 400 sq. ft.)

SECTION 9 – CERTIFICATION & SIGNATURE

I certify that the information provided is accurate and that I will comply with all City of Waconia and State of Minnesota requirements.

Printed Name: _____

Signature: _____

Date: _____

Submission Notes

- Submit at least **60 days before** the event
- Permit fee: **\$350 (non-refundable) See below for additional rates (only if applicable)**
 - Special Event Parking Lot Stall \$1.00 Per stall/per event\$250 max per application
 - Special Event On Street Parking Stall \$3.00 Per stall/per event\$500 max per application
- Temporary liquor license deadline: **60 days before event**
- Certificate of Insurance listing City of Waconia as the Certificate Holder: **10 days before event**

TENNESSEN WARNING: In connection with your request for a license, the City has asked that you provide information about yourself which may be classified as private, confidential, nonpublic, or protected nonpublic under the Minnesota Government Data Practices Act. This means that this data is not ordinarily available to the general public. Accordingly, the City is required to inform you of the following:

1. The purpose and intended use of the information requested is to determine if you or an applicant affiliated with you is eligible for a license from the City of Waconia.
2. You are not legally obligated to supply the request information.
3. The known consequence of supplying the requested information is that the information or further investigation could disclose information which could cause the license application to be denied.
4. The known consequences of refusing to supply the requested information is that the application for a license cannot be processed.
5. A criminal charge, arrest, or conviction will not necessarily bar you from obtaining a license with the City, unless the conviction is related to the matter for which the license is sought, according to Minnesota Statute 364.03. However, failure to reveal the requested criminal information will be considered falsification of the application and may be used as grounds for the denial of the application.
6. Other governmental agencies necessary to process your application are authorized by law to receive the information provided.
7. The City is required by law to furnish some of this information to the Department of Labor and Industry and the Minnesota Commissioner of Revenue

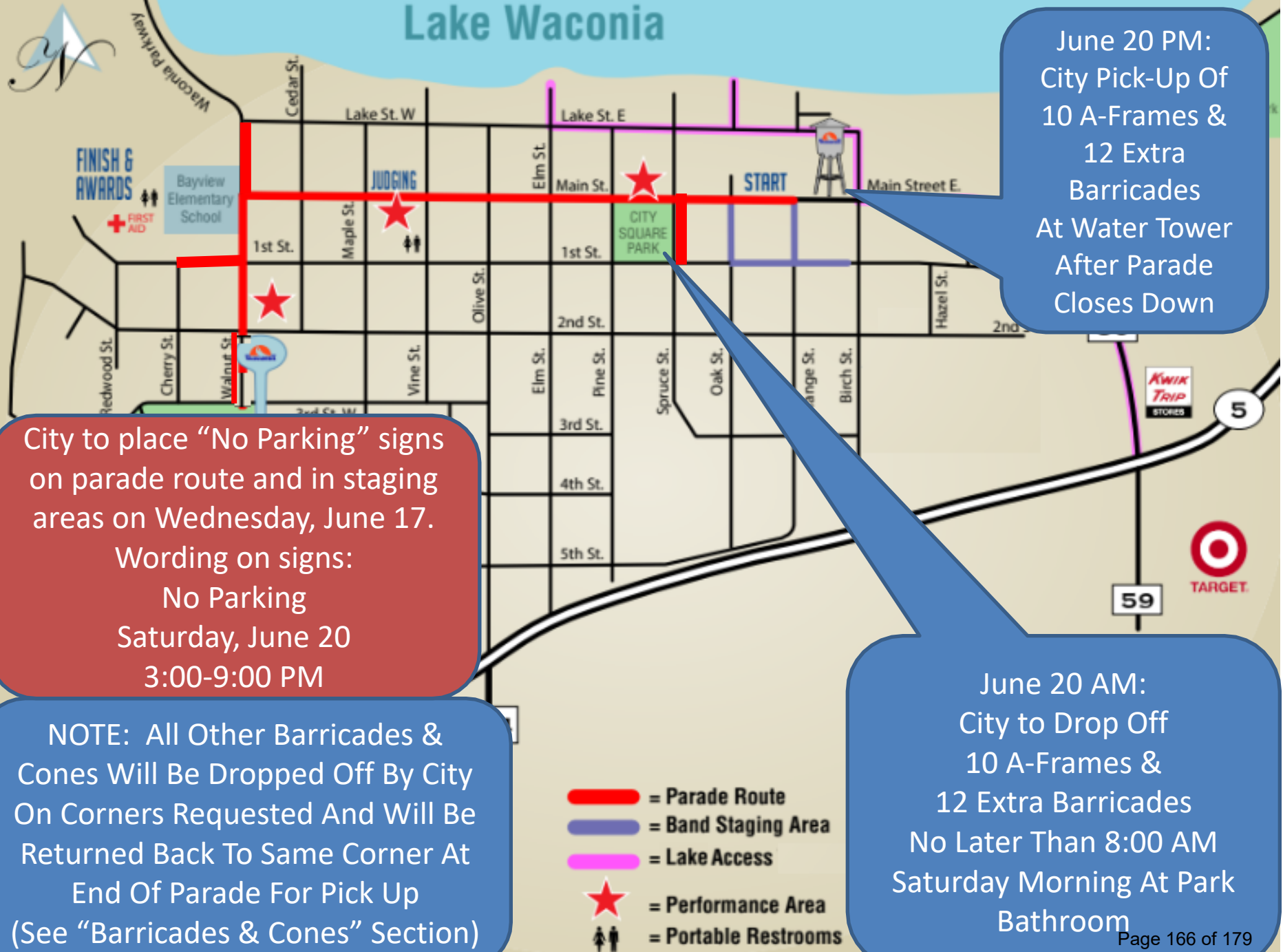
Signature of Applicant: _____ Date: _____



General Coordination With City

2026 Lake Waconia Band Festival
Saturday, June 20, 2026

Lake Waconia



June 20 PM:
City Pick-Up Of
10 A-Frames &
12 Extra
Barricades
At Water Tower
After Parade
Closes Down

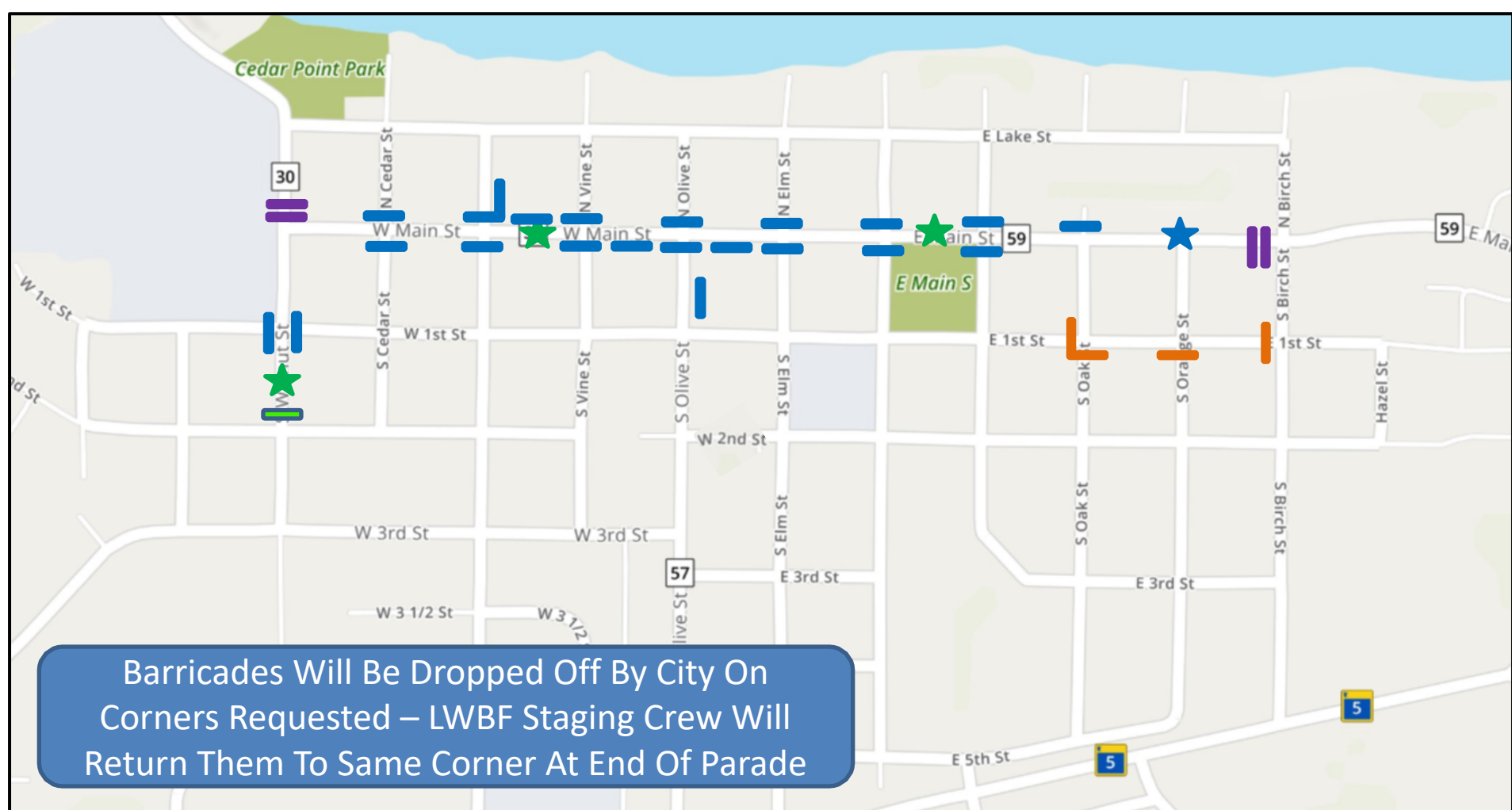
City to place "No Parking" signs
on parade route and in staging
areas on Wednesday, June 17.
Wording on signs:
No Parking
Saturday, June 20
3:00-9:00 PM

NOTE: All Other Barricades &
Cones Will Be Dropped Off By City
On Corners Requested And Will Be
Returned Back To Same Corner At
End Of Parade For Pick Up
(See "Barricades & Cones" Section)





June 20 AM:
City to Drop Off
10 A-Frames &
12 Extra Barricades
No Later Than 8:00 AM
Saturday Morning At Park
Bathroom

Barricades & Cones

2026 Lake Waconia Band Festival



Barricades Will Be Dropped Off By City On Corners Requested – LWBF Staging Crew Will Return Them To Same Corner At End Of Parade

-  = 8 Foot Barricade
-  = 8 Foot Barricade + 4 Orange Cones
-  = Type III Barricade
-  = 2- 8 Foot Barricades

Intersection	Corner	8' Barricades	Type III Barricades	Cones	A-Frames	Delivered	Picked Up	Comments
West Main Street & South Walnut Street	NW		4					Will add updated numbers if additional barricades available.
West 1st Street & South Walnut Street	NW	6						
West 2nd Street & South Walnut Street	NW	6						
West 3rd Street & South Walnut Street	NW	2						
West 1st Street & South Redwood Street	NW	2						
West 1st Street & Cherry Street	NW	2						
West Main Street & North Cedar Street	NW	2						
West Main Street & North Maple Street	NE	6						
West Main Street & North Vine Street	NW	5						1 @ City Parking Lot
West Main Street & North Olive Street	NW	10						2 @ Old National Bank
West Main Street & North Elm Street	NW	4						
East Main Street & South Pine Street	SE	6						
East Main Street & South Spruce Street	SW	2						
East Main Street & South Oak Street	NW	2		4				
East Main Street & South Birch Street	NW		2					
East 1st Street & South Oak Street	SW	2		8				
East 1st Street & South Orange Street	SW	3		4				
East 1st Street & South Birch Street	SW	1		4				
City Park Drop Off At Park Bathroom		12			10			To be picked up at watertower
	TOTAL	73	6	20	10			

ADDITIONAL REQUESTS

- To ensure student safety, Walnut will remain closed from Main to 2nd until 9pm
- We would like to close the following additional roads:
 - Walnut extended to 3rd
 - 1st and Cherry
- Additional Type III barricades at Main and Lake
- Pick up 24 of the 42" traffic cones on Thursday morning
 - In past years, you placed them outside by the 2 big garage doors, which works great
- The law enforcement presence at Main and Birch was a huge help in 2025. Could we have officers stationed at this intersection again and also additional officers at Main and Lake?
- Could the officers stationed at Main and Birch follow the last band (Waconia) through the end of the route in order to keep the route safe?
- We would love to use the digital sign board placed at the start of route by Old Beach Ln and Main again if available, and understand we would cover that cost. Sign can read "Parade Ahead Road Closed"
- Food Trucks staged on Spruce Street between Main and 1st Streets, east of City Square Park. Spruce will remain closed until the food trucks depart. Our team will leave barricades from Spruce at the City Square Park bathrooms.
- Biff in the same place as usual on Orange for any last minute band member emergencies.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026
Item Name:	9.1. Award 2026 Downtown Reconstruction Phase 4 Project
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Adopt Resolution No. 2026-037 Authorize Bid for the 2026 Downtown Reconstruction Phase 4
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-073 Authorizing the Award of the Contract for the 2026 Downtown Phase 4 Reconstruction Project.

EXPLANATION OF AGENDA ITEM:

Bids were received and opened electronically through QuestCDN on Tuesday, February 24 for the 2026 Downtown Reconstruction Phase 4 project. The project includes the total reconstruction of streets, sidewalks, utilities, and street lighting of First Street between Olive Street and Spruce Street, Elm Street between 1st and 2nd Streets, Second Street between Elm Street and Pine Street, and the eventual removal of Pine Street between 1st and 2nd Streets.

Five (5) bids were received, and the results of the bids are tabulated below:

<u>Bidder</u>	<u>Bid Amount</u>
GMH Asphalt Corporation	\$3,800,242.86
Valley Paving, Inc.	\$4,242,435.73
Ryan Contracting Corporation	\$4,261,673.15
Wm. Mueller & Sons, Inc.	\$4,373,166.28
S.M. Hentges & Sons, Inc.	\$4,594,000.00

The low bidder for the project is GMH Asphalt Corporation, from Chaska, Minnesota. The low bid is approximately 18% below the Engineer’s Estimate and 10% below the next lowest bid.

GMH Asphalt Corporation has successfully completed projects of this type in the past including last year's project and have thereby shown themselves to be a responsible contractor. Based on the items above, it is recommended the City award a construction contract in the amount of \$3,800,242.86 to GMH Asphalt.

ATTACHMENTS:

1. Resolution No. 2026-073 Downtown Reconstruction Phase 4
2. Downtown Reconstruction Phase 4 Award Recommendation

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

<u> </u> Amendment Required	Other: <hr/>
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**CITY OF WACONIA
RESOLUTION NO. 2026-073**

**RESOLUTION AUTHORIZING AWARD OF CONSTRUCTION
CONTRACT FOR THE
2026 DOWNTOWN RECONSTRUCTION PHASE 4
TO GMH ASPHALT CORPORATION**

WHEREAS, the City Council authorized the advertisement for bids for the 2026 Downtown Reconstruction Phase 4 project; and

WHEREAS, the bids were received virtually on February 24, 2026, at 10:00 a.m.; and

WHEREAS, Staff and City Engineer recommend award of the 2026 Downtown Reconstruction Phase 4 project to GMH Asphalt Corporation who have successfully completed projects of this scale and scope including last year's project.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby authorizes award of a Construction Contract for the Waconia 2026 Downtown Reconstruction Phase 4 project to GMH Asphalt Corporation in the amount of \$3,800,242.86

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318

Phone: (952) 448-8838
Bolton-Menk.com

February 24, 2026

City of Waconia
Attn: Jon Haukaas
310 10th St E
Waconia, MN 55387

RE: Downtown Reconstruction Phase 4 Award Recommendation

Dear Mr. Haukaas,

Bids were received and opened electronically through QuestCDN on Tuesday, February 24 for the project referenced above. Five (5) bids were received, and the results of the bids are tabulated below:

<u>Bidder</u>	<u>Bid Amount</u>
GMH Asphalt Corporation	\$3,800,242.86
Valley Paving, Inc.	\$4,242,435.73
Ryan Contracting Corporation	\$4,261,673.15
Wm. Mueller & Sons, Inc.	\$4,373,166.28
S.M. Hentges & Sons, Inc.	\$4,594,000.00

The low bidder for the project is GMH Asphalt Corporation, from Chaska, Minnesota. The low bid is approximately 18% below the Engineer's Estimate and 10% below the next lowest bid. Please note City staff is coordinating some items separately from the construction contract that are not included in this bid price (light poles, signing, job trailer, etc.).

GMH Asphalt Corporation has successfully completed projects of this type in the past and have thereby shown themselves to be a responsible contractor. Based on the items above, it is recommended the City award a construction contract in the amount of **\$3,800,242.86** to GMH Asphalt. I am open to discuss this information with you and answer any questions that you or the City Council may have.

Sincerely,

Bolton & Menk, Inc.

Jake Saulsbury, P.E.

Cc: Nicole Meyer, Finance Director
Colton Lee, Bolton & Menk

H:\WACA\25X138489000\1_CORRES\C_TO OTHERS\2026-02-24 DOWNTOWN PH 4 AWARD.DOCX

Bolton & Menk is an equal opportunity employer.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	March 2, 2026
Item Name:	9.2. Initiate Preliminary Investigation Work for proposed 2027 Neighborhood Street Construction Project
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Resolution No. 2025-264 Accepting the 2025 Pavement Management Plan Update
Item Type:	Regular Session
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-074 Authorizing Approval of Survey and Geotechnical Review for the Proposed 2027 Sugarbush Neighborhood Reconstruction Project Adopt Resolution No. 2026-075 Ordering Preparation of the Feasibility Study and Assessment Benefit Evaluation for the Proposed 2027 Sugarbush Neighborhood Reconstruction Project</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>The City continues its work to steadily improve the streets and utilities throughout the community. The next project identified in the adopted Pavement Management Plan is for the reconstruction of the Sugarbush Neighborhood. The proposed 2027 Sugarbush Neighborhood Reconstruction Project includes Sugarbush Lane loop on the south side of Waconia Parkway North, the segment of Dunsmore Drive to the West, and the five cul-de-sacs off these streets — Tamarack Lane, Honeysuckle Lane, Butternut Lane, Hickory Circle and Barbary Circle. A project area map is included in the packet. Staff is recommending the City Council initiate two significant preliminary investigation work items.</p> <p>First, in preparation for the proposed street and utility reconstruction project within this neighborhood, Staff is requesting authorization to proceed with preliminary work necessary to support project development. This work will include a topographical survey and geotechnical investigation. Similar preliminary efforts were undertaken in advance of the downtown reconstruction project phases and proved instrumental in defining project scope and refining design elements. The data collected through these efforts will be used to establish and refine the project limits and to initiate preliminary design and construction plan development. Bolton & Menk previously conducted a survey of this area approximately 12–15 years ago when the project was initially proposed. That information will need to be updated to reflect current conditions and any changes that have occurred since that time. Staff will solicit quotes to complete the geotechnical review and soil borings for the project area. Given the known poor soil conditions in this neighborhood, this analysis will be critical to the final design and overall project approach. The estimated cost for the preliminary work is approximately \$20,000.</p> <p>The second item is to proceed with the preliminary design items, the Feasibility Study, and the Assessment Benefit Evaluation for the project. Remaining steps needed ahead of final design include project scoping, determining the stormwater management approach, completing a Feasibility Study, and conducting the first of two required Public Hearings. The Assessment</p>	

Benefit Evaluation can be completed any time after the completion of the Feasibility Study. It is recommended to authorize this step now and initiate this work once the Feasibility Study is approved.

Outreach: As we move from downtown reconstruction projects to neighborhood reconstruction projects, Staff proposes to begin conducting informal public open houses for the residents of the upcoming projects. For this project, Staff would hold an Open House in Sugarbush Park on a weekday evening with general information, layouts, and initial cost estimates. We will be able to answer questions about the project approach, collect information about specific problems in the area, and discuss the proposed schedule and impact of the project. In addition, we will have information on the city-wide Pavement Management Plan and how this neighborhood fits into the long term Capital Planning for the City.

Next Steps & Schedule:

- March 2026 - Authorize Preliminary Design & Completion of a Feasibility Study (this action)
- May/June 2026 — Hold a Public Open House in Sugarbush Park to present the proposed project and initial cost to the neighborhood.
- Summer 2026 — Complete Preliminary Design, Determine Stormwater Management Approach, & Finalize the Feasibility Study
- Fall 2026 — Approve the Feasibility Study & Conduct the Improvement Hearing
- Winter 2026-2027 — Complete the Final Design, Complete the Assessment Benefit Evaluation, & Conduct a Public Open House
- Spring 2027 — Advertise Project, Open Bids, & Award Project
- Summer-Fall 2027 - Substantially Construct Project
- Fall 2027 — Conduct Assessment Hearing
- Summer 2028 — Complete Final Paving/Punchlist & Closeout Project

Staff recommends adoption of the Resolutions to proceed with the project.

ATTACHMENTS:

1. Resolution No. 2026-074 Preliminary Investigation Work - 2027 Sugarbush
2. Resolution No. 2026-075 Feasibility Study - 2027 Sugarbush
3. Project Location Map - 2027 Sugarbush

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

**CITY OF WACONIA
RESOLUTION NO. 2026-074
RESOLUTION AUTHORIZING APPROVAL OF
SURVEY AND GEOTECHNICAL REVIEW FOR THE PROPOSED
2027 SUGARBUSH NEIGHBORHOOD RECONSTRUCTION PROJECT**

WHEREAS, the City has identified the reconstruction of streets and utilities in various portions of the community in the Capital Investment Plan; and

WHEREAS, emphasis of the advanced survey and geotechnical work is to prepare and inform the City Council, residents, and adjacent parcel owners of the proposed improvement plans; and

WHEREAS, the data will support staff's ability to review the financial impacts and volume of work necessary to provide for quality reconstruction of public infrastructure for the general public and business community; and

WHEREAS, the initial survey work will be conducted by our contracted City Engineering Firm, Bolton & Menk; and

WHEREAS, Staff are authorized to obtain quotes and select a Geotechnical Engineering Firm for the proposed improvement project areas.

NOW THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of survey and geotechnical review of the proposed improvement areas, called the 2027 Sugarbush Neighborhood Reconstruction Project.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

CITY OF WACONIA
RESOLUTION NO. 2026-075
RESOLUTION ORDERING PREPARATION OF FEASIBILITY STUDY &
ASSESSMENT BENEFIT EVALUATION FOR THE PROPOSED
2027 SUGARBUSH NEIGHBORHOOD RECONSTRUCTION PROJECT

WHEREAS, it is proposed to improve streets and utilities in the 2027 Sugarbush Neighborhood Reconstruction Project area and to assess the benefiting properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429. The proposed project area includes the following locations:

- Sugarbush Lane from Waconia Parkway North to intersection with Barbary Circle
- Sugarbush Lane from Sugarbush Lane to Dunsmore Drive
- Sugarbush Lane from Dunsmore Drive to intersection with Barbary Circle
- Dunsmore Drive from Sugarbush Lane to approximately 175 feet west
- Tamarack Lane and Cul-de-sac
- Honeysuckle Lane and Cul-de-sac
- Butternut Lane and Cul-de-sac
- Hickory Circle and Cul-de-sac
- Barbary Circle and Cul-de-sac

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

1. That the proposed improvement, called the 2027 Sugarbush Neighborhood Reconstruction Project, be referred for study and that the City Engineer is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.
2. That the proposed improvement also be referred for An Assessment Benefit Evaluation and that the City Attorney initiate and obtain a third-party benefit analysis after the completion of a Feasibility Study.

Adopted by the City Council of the City of Waconia this 2nd day of March 2026.

Tim Litfin, Mayor

Attest:

Jackie Schulze, Assistant City Administrator

**Proposed
2027 Sugarbush Neighborhood
Reconstruction Project**

