WACONIA CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 16, 2025
6:00 PM

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

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

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

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

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@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**

6. **OPEN FORUM**

7. **COMMUNITY INTEREST PRESENTATIONS**

   Jenny Moran & Jill Stineman - Lake Waconia Band Festival

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 City Council Minutes June 2, 2025

2) Approve June 16, 2025 Expenditures

3) **Ice Arena Expenditures from Sports Facilities Companies Incurred May 2025**
Motion to Approve Ice Arena Expendiutres from Sports Facilities Companies Incurred May 2025

4) **Safari Island Community Center Expenditures from Sports Facilities Companies Incurred May 2025**
Motion to Approve Safari Island Community Center Expendures from Sports Facilities Companies Incurred May 2025

5) **Downtown Reconstruction Phase 3 Pay Request No. 1 to GMH Asphalt Corporation**
Motion to approve Downtown Reconstruction Phase 3 Pay Request No. 1 to GMH Asphalt Corporation

6) **Industrial Park Wetland Excavation Pay Request No. 2-Final to S.M. Hentges & Sons**
Motion to approve Industrial Park Wetland Excavation Pay Requst No. 2-Final to S.M. Hentges & Sons

7) **Waconia Parkway North Mill & Overlay to Bituminous Roadways, Inc. No. 2-Final to Bituminous Roadways**
Motion to approve Waconia Parkway North Mill & Overlay Project Pay Estimate No. 2-Final to Bituminous Roadways, Inc.

8) **Reitz Lake Lift Station on Airport Road - Accept Design Proposal for Future Construction**
Adopt Resolution No. 2025-159 Accepting the Proposal for the Design of the Reitz Lake Lift Station

9) **Accept Proposal for Tower 3 Reconditioning**
Adopt Resolution No. 2025-160 Accepting the Proposal from KLM Engineering, Inc. to perform cleaning and coating refresh on Water Tower #3

10) **Allocate Local Housing Aid**
Adopt Resolution No. 2025-161 Allocating Local Housing Aid

11) **Approve Temporary On-Sale Liquor License and Application for Exempt Gambling Bingo at the Carver County Fair**
Adopt Resolution No. 2025-162 Approving Application for Temporary On-Sale Liquor License, Carver County Agriculture Society.
Adopt Resolution No. 2025-163 Approving Application for Exempt Permit BINGO Carver County Agriculture Society

12) **Special Event Permit - Bode Gray's**

Adopt Resolution No. 2025-164 Approving Special Event Permit Bode Grays

9. REGULAR BUSINESS

1) **Authorize the Issuance and Awarding Sale of $8,740,000 General Obligation Bonds, Series 2025A-2025 Infrastructure Improvement Projects & Equipment Certificates**
   Adopt Resolution No. 2025-165 Authorizing the Issuance and Awarding the Sale of $8,740,000 General Obligation Bonds, Series 2025A, Pledging for the Security Thereof Net Revenues, Special Assessments, and Levying a Tax for the Payment Thereof

2) **Variance - 1517 Sparrow Road**
   Adopt Resolution No. 2025-166 approving a variance to construct an 8-foot by 12-foot deck within the 30-foot rear yard setback for the property located at 1517 Sparrow Road.

3) **Variance - ACPI Wood Products at 231/233 Industrial Blvd.**
   Adopt Resolution No. 2025-167 approving the variance to reduce the existing parking on the subject property by two (2) spaces to allow for a new external dust collector on site.

10. REPORTS/EMERGING ISSUES

1) **Staff Reports**
2) **Councilmember Siddons**
3) **Councilmember Coleman**
4) **Councilmember Gleason**
5) **Councilmember Grengs**
6) **Mayor Litfin**

11. ANNOUNCEMENTS

12. CLOSED SESSION

1) **Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)**
   Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to Consider the Sale of Real Property for 401 13th Street East

2) **Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)**
   Motion to Enter into Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to consider the purchase of real property in the City of Waconia identified as PID: 750240100, located at 801 Highway 284.

13. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: LOCAL HOTEL FEASIBILITY STUDY, HWY 5 PHASE 2 LIGHTING DESIGN

UPCOMING CALENDAR OF EVENTS/MEETINGS:

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.1. Approve City Council Minutes June 2, 2025
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the June 2, 2025 City Council Minutes

EXPLANATION OF AGENDA ITEM:

Approve the June 2, 2025 City Council Minutes

ATTACHMENTS:

1. City Council Minutes 06-02-25

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
JUNE 2, 2025

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the June 2, 2025, Waconia City Council Meeting to order at 6:00 p.m.

Mayor Litfin stated that Nick Gleason and Jacob Coleman would not be attending this meeting.

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 Grengs, second by Council Member Siddons.

MOTION CARRIED.

5. PUBLIC HEARING

PUBLIC HEARING: Comcast Cable Franchise Application

Jackie Schulze, Assistant City Administrator, provided a history of the requirements for a cable franchise application. In April 2025, the Council published a Notice of Intent to accept applications for cable franchises. It is a Minnesota State Statue that the Notice of Intent be published twice. One application was received and that was from Comcast along with the required $5,000 application fee. The only other company with a franchise agreement with the City is MediaCom and franchise agreements are non-exclusive. Another requirement is for the City Council to hold a public hearing as this is part of the review process. The City has received no public comment on this agreement and Comcast is present to answer any questions. No formal action is required on this item with the full agreement to be reviewed at the June 16, 2025, Council Meeting.

Comcast has invested over 80 billion dollars in the past ten years to build essential infrastructure to power the internet. Comcast understands the importance of communication and can create a personalized expansion network website for the City of Waconia and can include frequently asked questions, local phone numbers for residents to call with any questions or concerns, and an email/mailbox for residents to upload photos to assist technicians in troubleshooting. When Comcast begins construction, they will provide residents with notifications including when access is required to the right-of-way or easements, what to expect during construction, how to protect property and pets, and will provide local business contractor contact information. All Comcast employees, as well as contractors, wear labeled high-vision vests with badges so that residents are aware of who is working in their neighborhoods. Also, residents will receive notifications in the form of door hangers, postcards, and mailed correspondence at various points during the construction and a final notification when the address is serviceable.

Council Member Siddons touched on communication with residents and appreciates the email drop box feature to assist residents who are having issues.

MOTION to Open the Public Hearing made by Council Member Grengs, second by Council Member Siddons
MOTION CARRIED.

No comments from the public.

Motion to close the Public Hearing made by Council Member Siddons, second by Council Member Grengs.
MOTION CARRIED.

6. OPEN FORUM

Waconia residents Christine Ripka and son Max were thanked by Mayor Litfin for saving a turtle on Main Street here in Waconia. The Mayor was very appreciative of Max directing traffic so that the turtle was able to cross the street safely.

7. COMMUNITY INTEREST PRESENTATIONS

Rick Gramith of the Waconia Heritage Association took the Council on an "elevated tour" of the City. Rick presented side-by-side pictures of downtown Waconia after the tornado in 1904 and present day. These pictures can be viewed on the Waconia Heritage Association website at www.waconiaheritageassociation.org.

The Mayor and Council thanked Mr. Gramith for all the work putting this presentation together.

8. CONSENT AGENDA

1) Minutes from the May 19, 2025, City Council Meeting

2) Approve June 2, 2025 Expenditures

3) **Contractor Pay Request - Fire Station Project with Kraus-Anderson #31-Final**

4) **Free Standing Sauna Addition - Safari Island Community Center**

5) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**

6) **City Council Meeting Guidelines**

7) **Comp Plan Amendment - Norsq Companies, LLC**

As per Shane Fineran the following items were pulled from the consent agenda:
Item 8.1 *Minutes from the May 19, 2025, City Council Meeting*
Item 8.7 *Comp Plan Amendment - Norsq Companies LLC*

As per Mayor Litfin, the following items were pulled from the consent agenda:
Item 8.4 *Free Standing Sauna Addition - Safari Island Community Center*
Item 8.6 *City Council Guidelines*

Motion to Adopt the Consent Agenda as published pulling consent agenda items 8.1, 8.4, 8.6, and 8.7 was made by Grengs second by Siddons.
MOTION CARRIED

9. REGULAR AGENDA

1) Strategic Plan 2026-2029

Shane Fineran, City Administrator, gave a description of this item, stating that early this year the Council began the process of updating the City's Strategic Plan. The Council and senior leadership completed a facilitated process with Rapp Consulting to update the Strategic Plan for the City. This plan charts the course and direction for the organization to address and tackle the top priorities of the Council. The Council has set the priorities for the community over the next few years to strengthen Fiscal Conditions, Sustain & Improve Infrastructure Systems, Promote Economic Development, Reimagine Community Recreation, and Expand Community Engagement.

Upon Council approval, staff will begin to design the specific action plans necessary to achieve results. The desired outcomes include additional sources of revenue and stronger financial position in the general fund, decreased deficiencies in underground infrastructure, improved road surfaces, a lively downtown, expanded industrial and commercial opportunities, expanded community recreation amenities, diversified community events, and improving confidence in the City's governance. Upon approval, the complete report will be posted on the City website.

Mayor Litfin stated that any solid organization needs a strategic plan and asked for further explanation of the PCI 60 system under sustain and improve infrastructure systems. Mr. Fineran explained that PCI is an acronym for pavement condition index.

The City recently completed a full survey of all roads and streets which provided PCI ratings of between 0 and 100. The goal is to have all roads and streets in the City have an average PCI rating of 60 or higher. As of today, the City has a system-wide average of approximately 50 PCI. The Mayor also requested clarification on the item calling to complete a Request for Proposal for the old Fire Station property. Mr. Fineran stated that one of the key targets of the Council is for new retail or evening entertainment businesses downtown. This RFP is to solicit proposals to meet the Council's goal. Lastly, the Mayor requested details on the 75% of Regional Park Primary Plan projects completed by 12/2028. Mr Fineran stated that in the City's current Capital Improvement Plan there are two new recreation amenities at this timeline, with one being pickleball and the other improvements to Sudheimer Park Development.

MOTION to accept the Strategic Plan 2026-2029 Report made by Siddons, second by Grengs
MOTION CARRIED.

2) Special Event Permit - Christmas in Waconia

Shane stated that the City received a Special Event Permit from Minnesota Christkindl Market for a Waconia Christmas event. This will be a German-themed Christmas festival in City Square Park over the course of two weekends in December 2025. This event has taken place in Excelsior for the past 20 years. The open-air market will feature Germain Christmas traditions, food sales, alcohol sales, and shopping for crafts, clothes, and other wares. The event will be open on Friday, December 5th/12th, from 12:00 p.m. to 700 p.m. Saturday, December 6th/13th from 10:00 a.m. to 7:00 p.m. Sunday, December 7th/14th from 10:00 a.m. to 5:00 p.m.

The applicant is proposing to fence City Square Park beginning on December 1st to accommodate the erection of tents for vendor space. The fencing is required around the park to provide security for the vendors whose products and wares will remain on-site during the overnights and weekdays. On the dates the event is not open, the park will be closed to public access and security will be on-site provided by the applicant. Access to the park will be controlled during the event via gates on Main Street, Pine Street and Spruce Street.

Shane also explained that the City's Special Event policy notes that various categories of events receive either direct or in-kind support for the event. Events that are organized by a tax-exempt or non-profit and that the City determines are of general interest to the public and advance the City's public image are eligible to receive designation as City-supported. The applicant has requested the Council determine if this event should receive City support status under this policy and, in exchange for waiving the park rental fee of $960 per day or $14,440 for the entire event, the City would be recognized as a Platinum Sponsor, which is reserved for sponsors providing $10,000 or more in support.

Street impacts during the event are requested for the closure of Spruce Street to accommodate flood trucks and vendors during the event. Parking is required to be limited on streets adjacent to the park on Main and 1st Streets with handicap parking posted on Pine Street. Additional street closures may be requested by the applicant for small parades in support of the event, which will require additional City Council approval if requested. Staff met with applicants to review vendor tent locations to avoid conflicts with holiday lighting in the park, electrical availability, and tent locations to avoid conflict with snow removal if needed.

Staff recommend conditions of approval include that the organizer submit any additional street closure needed 45 days prior to the event, to notify adjacent property owners and businesses of street closures and parking impacts, submit a certificate of insurance two weeks prior to the event, submit any temporary liquor license applications a minimum of 90 days prior to the event, and any staff time necessary to support the event be billed to the event organizer at the rates in the City fee schedule.

The Mayor stated it is very exciting bringing this event to Waconia and thanked the event organizer. The Mayor stated concern over the park rental fee, stating that the fee could be lowered; however, not completely waived. Also, has concerns with street access and street closing for neighborhoods. Lastly, the Mayor would like to have this event be family-friendly with no liquor being served and acknowledged that the temporary liquor license would be a separate item if an application is received.

Council Member Siddons asked the reason for the moving of the event from Excelsior to Waconia. Ms. Mackenzie stated that the event is a German-based Christmas and would like residents to participate in an educational and family fun event. Ms. Mackenzie went on to explain that the event must charge an admission fee to offset the cost of the event as a whole. Siddons is in agreement with the Mayor not to waive the entire park rental fee but to reduce the park rental fees.

Council Member Grengs requested clarification of the dates and times the park would be closed and is in agreement with the other Council members to reduce the park rental fees, suggesting that the applicant pay $4,400 for the park rental fee, which is the difference between the normal hourly rate and the $10,000 sponsorship.

Motion made to Adopt Resolution No. 2025-156 with the Amendment to include the Park Rental Fee to be Paid in the amount of $4,400 for the duration of the event and that the City Council determines that this event is of general interest to the public, advances the City's public image, and is designated as City supported. and park rental fees shall be waived up to $10,000 in recognition of Platinum Sponsorship by Council Member Grengs and seconded by Council Member Siddons.

MOTION CARRIED.

3) Professional Services Agreement for the Design and Construction Administration of Water Treatment Plant No. 4 and Authorize State Capital Funding Request

Jon Haukaas, Public Services Director, spoke on the two Resolutions on the agenda. The first Resolution authorizes the acceptance of a professional services agreement with SEH, Inc. for the Design and Construction Administration of the Water Treatment Plant No. 4, CIP Project No. 318 and also to adopt a Resolution Authorizing a 2026 Capital Budget Request to the State for the Water Treatment Plant No. 4.

The Council accepted the Water Supply Plan Update and, with the expanding water system for the future growth of the City, the next step was to contract with an engineering firm to design a new water treatment plant, including contract administration and support during construction. On March 17th, the Council authorized the solicitation of potential firms through a Request for Qualifications (RFQ) process. Also, staff prepared a State of Minnesota Capital budget Request for assistance to pay for this project. Staff requested an RFQ from six engineering firms and four were returned. Staff and two Council members evaluated the proposals based on the quality of the firm, the experience of the design team proposed, the understanding of the project and design approach, experience on similar projects, and key decision points to advance the project. This lowered the field to two firms. The two firms were interviewed by staff where additional questions and discussions led to a recommendation to accept the proposal from SEH, Inc. Staff provided a draft proposal that is being reviewed by the City Attorney.

The Mayor requested staff to discuss the need for another water treatment facility. Haukaas stated that the capacity of the current system is nearing its capacity based on the current population. This growth will be paid for by growth, not current resident tax dollars.

Motion made to Adopt Resolution No. 2025-157 Authorizing Acceptance of a Professional Services Agreement with SEH, Inc. for the Design and Construction Administration of Water Treatment Plant No. 4, CIP Project No. 318 made by Council Member Siddons second by Council Member Grengs

MOTION CARRIED,

Haukaas then spoke on Resolution No. 2025-158, stating that this is a Capital Budget request for a grant for a bonding bill to assist the City to pay for this project and this is for the 2026 State bonding bill.

Motion made to Adopt Resolution No. 2025-158 Authorizing a 2026 Capital Budget Request to the State of Minnesota for the Water Treatment Plant No. Project by Council Member Grengs, second by Council Member Siddons

MOTION CARRIED.

10. ITEMS PULLED FROM THE CONSENT AGENDA

Shane Fineran requested Consent Agenda Item 8.1 *Minutes from the May 19, 2025, City Council Meeting,* and Consent Agenda Item 8.7 *Comp Plan Amendment - NOrsq Companies, LLC t*to be pulled from the Consent Agenda. These items are tied together and will be addressed together.

Mike Melchert, City Attorney, provided the Council with a recap and process review of the Comprehensive Plan Amendment that was discussed at the May 19, 2025,Council Meeting. Melchert stated that a 4/5 vote is required for all Comprehensive Plan Amendments. This was documented in the minutes of that meeting. Melchert wanted the Council to review the minutes to be sure that the amendment failed due to the lack of a second. Melchert stated that a 4/5 vote is required for a Comprehensive Plan Amendment and only three Council Members were in attendance at this meeting. It is Melchert's opinion that the motion was made to pass a Comprehensive Plan Amendment and was documented in the minutes and recommends that the motion stands. Both items were removed from the consent agendas so that the Council has sufficient time to review the minutes and can be accepted this evening with a motion to approve.

Motion to approve the May 19, 2025, City Council Minutes and approve Comp Plan Amendment - Norsq Companies, LLC made by Siddons second by Grengs
MOTION CARRIED.

The Mayor pulled Consent Agenda *8.4 Free Standing Sauna Addition - Safari Island Community Center*
Nicle Meyer, Finance Director, stated that this item was previously added to the CIP. Staff researched this new amenity to be sure it will have the correct design, the right equipment and the right interior. The Council was in agreement that this is a great amenity.

Motion made to Adopt Resolution No. 2025-153 Approving Capital Project at Safari Island Community Center for a Free Standing Sauna Addition with Sauna Suppy LLC made by Grengs, second by Siddons.
MOTION CARRIED

The Mayor pulled Consent Agenda Item 8.6 *City Council Meeting Guidelines*.
Fineran stated this document was created at the request of the City Council to create a formal meeting structure and process with two new sections created. The first being an Open Forum and the second Community Interest Presentation. This demonstrates to the residents of Waconia how the public has the ability and opportunity to come and speak to the Council.

The Mayor stated that Council workshops are now at 5:00 p.m. before each Council Meeting, the Open Forum which was detailed by Fineran and the Community Interest Presentation, which are potentially limited to one presentation per meeting and the Mayor would like to see more if the need is present.

Motion made to Adopt City Council Meeting Guidelines Policy made by Siddons, second

by Grengs.
MOTION CARRIED.

11. REPORTS/EMERGING ISSUES

1) Staff Reports

Sergeant Howard provided the Council with a Department update. There were 10 fewer service calls in the month of May 2025 than in May 2024. The non-criminal calls, which are typically traffic stops, stalled vehicles, and medicals, decreased from 303 to 270. The Department is heavily increasing traffic education and enforcement by participating in community events, specifically in the City of Waconia.

The Mayor questioned if there will be any bike patrols in the future. Sergeant Howard explained the recreational service deputy works the bike patrol and that electric bikes are permissible as long as the operator adheres to basic bicycle rules and regulations and must be 15 years or older, which is the minimum per State Statute.

2) Councilmember Siddons

Nothing to report.

3) Councilmember Coleman

Absent

4) Councilmember Gleason

Absent

5) Councilmember Grengs

Nothing to report.

6) Mayor Litfin

The Mayor offered a special thanks to Kristine and Max Ripka for attending this evening.
The Mayor stated attendance to the following:
04-21 Met with two residents of Country Ponds discussing the new Wildcat Road.
05-22 Joined the Southview Principal and the Student Council delivering the morning announcements.
05-22 Met with Waconia Dodge owners Heidi and Andy Strong to discuss the growing needs of the business and the City.
05-26 Attended the Memorial Day Ceremony with 2000 plus attendees at City Square Park and spoke at the request of the American Legion Post No 150.

12. ANNOUNCEMENTS

Jackie Schulze, Assistant City Administrator, stated the first Music in the Streets is scheduled for June 12th on Elm Street with Traveled Ground entertaining. The street will be closing around 5:00 with the performance to begin around 6:30 p.m. Local businesses will be offering food and drink specials.

June 5th is the first Farmers Market of the season and is located in Lot 1. There will be approximately 30 vendors participating.

13. ADJOURNMENT

Motion made to adjourn the June 2, 2025, City Council meeting at 7:45 p.m. by Siddons second by Grengs.
MOTION CARRIED.

14. 5:00 P.M. WORK SESSION: LAKETOWN TOWNSHIP SANITARY SEWER & SEWER CAPITAL INVESTMENTS

15. UPCOMING CALENDAR OF EVENTS/MEETINGS:

____
Tim Litfin, Mayor

ATTEST: __________________________________
Sue Schwalbe, Administrative Specialist

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.2. Approve June 16, 2025 Expenditures
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the June 16, 2025 Expenditures

EXPLANATION OF AGENDA ITEM:

Attached are the claim and disbursement registers for the City of Waconia as of June 16, 2025. 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:	June 16, 2025
Item Name:	8.3. Ice Arena Expenditures from Sports Facilities Companies Incurred May 2025
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Ice Arena Expendiutres from Sports Facilities Companies Incurred May 2025

EXPLANATION OF AGENDA ITEM:

Sports Facilities Companies has provided the attached report for expenditures paid in May 2025. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Waconia Ice Arena.

ATTACHMENTS:
None

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.4. Safari Island Community Center Expenditures from Sports Facilities Companies Incurred May 2025
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Safari Island Community Center Expendures from Sports Facilities Companies Incurred May 2025

EXPLANATION OF AGENDA ITEM:

Sports Facilities Companies has provided the attached report for expenditures paid in May 2025. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Safari Island Community Center.

ATTACHMENTS:
None

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

- X Budgeted
- ___ Non-Budgeted
- ___ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission:

Park Board:

Personnel Committee:

Other:

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.5. Downtown Reconstruction Phase 3 Pay Request No. 1 to GMH Asphalt Corporation
Originating Dept:	Finance
Presented By:	Amanda Ortloff

Previous Council Action: Resolution NO. 2025-100 Accepting Bids and Awarding Contract for the 2025 Downtown Reconstruction Phase 3 Project

Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Downtown Reconstruction Phase 3 Pay Request No. 1 to GMH Asphalt Corporation

EXPLANATION OF AGENDA ITEM:

Staff have reviewed the contractor pay request for the Waconia Downtown Reconstruction Phase 3 Project and recommends payment of $671,412.34 based on the engineering request for payment. This payment represents approximately 19% of the total approved contract for the project.

ATTACHMENTS:

1. Bolton & Menk Pay Request No. 1

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: PIR, Water, Sewer, Storm Water

Budget Information:

X Budgeted

____ Non-Budgeted

____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission:

Park Board:

Personnel Committee:

Other:

BOLTON & MENK
Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

June 11, 2025

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

RE: Waconia Downtown Reconstruction – Phase 3
Pay Request No. 1

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 5/30/2025 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, sand, aggregate base, storm sewer, sanitary sewer, watermain, erosion control, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **$671,412.34** to GMH Asphalt Corporation. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Irrigation	Sewer	Watermain	Sidewalk
Recon	$671,412.34	52%	9%	1%	12%	23%	3%
TOTAL	**$671,412.34**						

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake D. Saulsbury

Jake Saulsbury, P.E.

cc: Jon Haukaas, City of Waconia
Ryan Johnson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST	DISTRIBUTION:
DOWNTOWN RECONSTRUCTION, PHASE 3	CONTRACTOR (1)
	OWNER (1)
CITY OF WACONIA -	ENGINEER (1)
BMI PROJECT NO. 0C1.133737	

BOLTON & MENK
Real People. Real Solutions.

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$3,510,397.89
TOTAL, COMPLETED WORK TO DATE	$706,749.83
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$706,749.83
RETAINED PERCENTAGE (5.0%)	$35,337.49
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$671,412.34
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	$671,412.34

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By Erica Johnson — Erica Johnson — Controller
Name — Title

Date 6/11/2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Ryan R Johnson, CONSULTING ENGINEER

Date 6/10/2025

APPROVED FOR PAYMENT:
OWNER:

By ______ Mayor — June 16, 2025
Name — Title — Date

And ______ City Administrator — June 16, 2025
Name — Title — Date

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.6. Industrial Park Wetland Excavation Pay Request No. 2-Final to S.M. Hentges & Sons
Originating Dept:	Finance
Presented By:	Amanda Ortloff

Previous Council Action: Resolution No. 2023-262 - Authorizing Award of Project for Sudheimer Industrial Park Storm Pond Cleaning

Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Industrial Park Wetland Excavation Pay Requst No. 2-Final to S.M. Hentges & Sons

EXPLANATION OF AGENDA ITEM:

Staff has reviewed the contractor pay request for the Industrial Park Wetland Excavation Project and recommends payment of $4,286.50 based on the engineering request for payment. This payment represents 100% of the total approved contract for the project.

ATTACHMENTS:

1. Industrial Park Wetland Excavation Pay Request #2-Final to S.M. Hentges & Sons

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: Storm Water

Budget Information:

X Budgeted

___ Non-Budgeted

___ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission:

Park Board:

Personnel Committee:

Other:

BOLTON & MENK
Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

June 9, 2025

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

RE: Industrial Park Wetland Excavation
Payment Request No. 2 & Final

Dear Mrs. Meyer:

Enclosed please find the final payment request (No. 2) for work completed through 6/5/2025 on the above-referenced project. Retainage on the project is reduced to 0% as all punchlist repair items are complete.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **$4,286.50** to S.M. Hentges & Sons. 100% of this requested payment is for work associated with the storm sewer system. This project is complete and operational for the aspects the contractor oversees and all punchlist items have been addressed.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake D. Saulsbury

Jake Saulsbury, P.E.

cc: Jon Haukaas, City of Waconia
Matt Bauman, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST
INDUSTRIAL PARK WETLAND EXCAVATION

BOLTON & MENK
Real People. Real Solutions.

CITY OF WACONIA -
BMI PROJECT NO. 0C1.128936

DISTRIBUTION:
CONTRACTOR (1)
OWNER (1)
ENGINEER (1)

TOTAL AMOUNT OF ORIGINAL BID PLUS APPROVED CHANGE ORDERS	$83,330.00
TOTAL AMOUNT OF EXTRA WORK AND CHANGE ORDERS	$2,400.00
TOTAL AMOUNT OF BID PLUS APPROVED CHANGE ORDERS	$85,730.00
TOTAL, COMPLETED WORK TO DATE	$85,730.00
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$85,730.00
RETAINED PERCENTAGE (0.0%)	$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$85,730.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$81,443.50
PAY CONTRACTOR AS ESTIMATE NO. 2 & Final	$4,286.50

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: S.M. HENTGES & SONS
650 QUAKER AVE STE 200,
JORDAN, MN 55352

By Patrick McMichael Digitally signed by Patrick McMichael DN: C=US, E=pat.mcmichael@smhentges.com, CN=Patrick McMichael Date: 2025.06.05 08:43:06-05'00' — Project Manager

Name — Title

Date 6/5/2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Matt Bauman, CONSULTING ENGINEER

Date 6/6/2025

APPROVED FOR PAYMENT:
OWNER:

By ______________________
Name — Title — Date

And ______________________
Name — Title — Date

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.7. Waconia Parkway North Mill & Overlay to Bituminous Roadways, Inc. No. 2-Final to Bituminous Roadways
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Waconia Parkway North Mill & Overlay Project Pay Estimate No. 2-Final to Bituminous Roadways, Inc.

EXPLANATION OF AGENDA ITEM:

Staff has reviewed the contractor pay request for the Waconia Parkway North Mill & Overlay Project and recommends payment of $39,353.41 based on the engineering request for payment. This payment represents approximately 89% of the total approved contract for the project.

ATTACHMENTS:

1. Waconia Parkway North Mill & Overlay Pay Request No. 2 Final

FINANCIAL IMPLICATIONS:

Funding Sources & Uses: PIR

Budget Information:

X Budgeted

___ Non-Budgeted

___ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission:

Park Board:

Personnel Committee:

Other:

BOLTON & MENK
Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

June 11, 2025

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

RE: Waconia Parkway North Mill & Overlay
Pay Request No. 2 - Final

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 2 for work completed through 10/31/2024 on the above referenced project. The work completed includes payment for erosion control, restoration, and other miscellaneous items. Retainage on the project is reduced to 0% as all punchlist repair items have been complete.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **$39,353.41** to Bituminous Roadways, Inc. at 1520 Commerce Drive, Mendota Heights, MN 55120. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Trail
WPN Mill & Overlay	$39,353.41	72%	28%
TOTAL	**$39,353.41**		

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake D. Saulsbury

Jake Saulsbury, P.E.

cc: Jon Haukaas, City of Waconia
Ryan Johnson, Bolton & Menk

Enclosure

CONTRACTOR'S PAY REQUEST WACONIA PARKWAY NORTH MILL & OVERLAY CITY OF WACONIA - BMI PROJECT NO. C14.120613	BOLTON & MENK Real People. Real Solutions.	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1)

TOTAL AMOUNT OF ORIGINAL BID	$454,176.23
TOTAL AMOUNT OF EXTRA WORK AND CHANGE ORDERS	$0.00
TOTAL AMOUNT OF BID PLUS EXTRA WORK AND CHANGE ORDERS	$454,176.23
TOTAL, COMPLETED WORK TO DATE	$407,799.75
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$407,799.75
RETAINED PERCENTAGE (0.0%)	$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$407,799.75
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$368,446.34
PAY CONTRACTOR AS ESTIMATE NO. 2 - FINAL	$39,353.41

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

By Patrick Nordberg

Digitally signed by Patrick Nordberg
DN: C=US, E=patrick.nordberg@bitroads.com, O=Bituminous Roadways Inc, CN=Patrick Nordberg
Reason: I attest to the accuracy and integrity of this document

Name Title

Date March 3, 2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK. INC.. 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By Ryan R Johnson, CONSULTING ENGINEER

Date 11/26/2024

APPROVED FOR PAYMENT:
OWNER:

By ______________________________
Name Title Date

And ______________________________
Name Title Date

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.8. Reitz Lake Lift Station on Airport Road - Accept Design Proposal for Future Construction
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Adopt Resolution No. 2024-191 Receiving Feasibility Report for the Southeast Area Growth Study
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-159 Accepting the Proposal for the Design of the Reitz Lake Lift Station

EXPLANATION OF AGENDA ITEM:

The City is receiving requests for development expansion in the area north of Reitz Lake, along the Airport Road corridor near the future alignment of County Road 92. That development cannot happen without the construction of a new planned Reitz Lake Lift Station. The East Area Development Plan identified the need for additional sewer capacity as the City continues to grow and is identified in the City's Capital Investment Plan as projects No. 479 and No. 480. Specific pages and a map from that study are attached as additional background information.

A new lift station serving development is typically required to be designed and constructed by the developer when needed for a particular area. Due to the nature of this station serving a much larger regional sanitary sewer district purpose, staff are recommending that the design and eventual construction be completed by the City with the costs allocated back to the benefiting development parcels. The station would initially have smaller pumps to deliver waste through a forcemain to the existing gravity system. The design will include a future pump and forcemain expansion directly to the MCES Interceptor line as the region grows.

The City engineering firm, Bolton & Menk, has provided the attached Scope of Services and Design Fee Estimate for this work. The design work could be completed in 2025 to be ready for a 2026 construction project or whenever a viable development project moves forward. This is in line with the timelines being proposed for the development of the Kirsch properties in that area. Having the design completed ensures that the City will be prepared to react to development appropriately and can meet the desired timelines of development in the area.

This item was discussed at the June 2, 2025, Work Session with direction to move forward. Staff recommends approval of the Resolution to accept the proposal from Bolton & Menk for timely completion of the design in preparation for upcoming growth in the area.

ATTACHMENTS:

1. Resolutuion No. 2025-159 Accepting Proposal for Design of Reitz Lake Lift Station CIP Projects
2. EADFS - Sanitary Sewer Improvements

3. EADFS - Sanitary Sewer Districts
4. Reitz Lake LS 05-27-2025

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. 2025-159

RESOLUTION ACCEPTING THE PROPOSAL FOR THE DESIGN OF THE REITZ LAKE LIFT STATION CIP PROJECTS NO. 479 AND NO. 480

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

WHEREAS, the City has directed the preparation and subsequently accepted a Feasibility Study for Development to the East of the City identifying future sanitary sewer improvement needs; and

WHEREAS, the Capital Improvement Plan identified funding for the addition of a lift station and forcemain to serve future developing properties north of Airport Road near the future County Road 92 alignment; and

WHEREAS, the city has received multiple requests for continued growth in these areas that will require the construction of this lift station to facilitate development; and

WHEREAS, the City Council desires to have this infrastructure designed and ready for bidding so that construction can begin as soon as development is approved for those areas.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby accepts the design proposal and directs the preparation of plans and specifications for the Reitz Lake Lift Station in preparation of future construction.

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

Attest: ________________________________
Jackie Schulze, Assistant City Administrator

III. SANITARY SEWER IMPROVEMENTS

A. General

Trunk sanitary sewer improvements will be necessary to provide service to the growth areas in the east area of Waconia. The need to determine trunk sewer sizing for future land use and development is critical to the growth of the City. Estimated elevations of the sanitary mains and associated manholes were developed with current land topography without the details of future development grading plans and site layouts in most of the study area. With these assumptions made, there is the potential some additional secondary lift stations will be needed in the future that are not currently identified due to the order in which properties develop or due to a change in the topography from future site development. **Figure 3.1** in **Appendix A** indicates the location of the proposed sanitary sewer districts and the proposed regional lift stations to serve the Study area. **Figure 3.2** in **Appendix A** indicates the approximate location of future trunk sanitary sewer mains. The Study area includes three separate sewersheds that are discussed in this section.

B. Previous Planning Activities

1. 2040 Comprehensive Plan

The City's 2040 Comprehensive Plan includes an analysis of the existing sewer system capabilities and descriptions of the future improvements that are required to service growth.

2. Laketown Township Orderly Annexation Area Sanitary Sewer Study

The evaluation, dated September 2004, was completed by the City of Waconia and it determined the size and approximate locations of future trunk sewer mains and future primary lift stations to serve the City's entire growth area that resides in Laketown Township.

3. Reitz Lake Lift Station and Airport Road Forcemain Summary

This evaluation dated January 21, 2016, expanded on the 2004 study and provided additional details for the Reitz Lake lift station and forcemain. This evaluation also provided adjustments to the planned sewersheds due to a trunk sewer main being constructed through the Lake Waconia Regional Park in order to serve the Shores of Lake Waconia Development and the eastern area of Waconia to the north of T.H. 5.

4. Laketown Township Wastewater Facility Plan

Laketown Township commissioned Bolton & Menk to evaluate sanitary sewer upgrades to five separate systems. This Facility Plan is dated October 24, 2023. Two of these systems are adjacent to Reitz Lake and are in Waconia's planned growth area. The planned improvements for these two systems were reviewed by the Public Services Department to confirm the improvements could be maintained by the City of Waconia in the future, and to also confirm the planned sewer mains could be connected to the City's future planned trunk sewer mains.

5. Feasibility Study for Southeast Area Improvements

This study dated August 1, 2006, evaluated and proposed infrastructure improvements required to service developments in the southeast portion of the City that were proposed at that time. These developments included Interlaken, Legacy Village, Pinehill, the Hartmann Property, and the Paradise Partners Property. It had similar characteristics to the current feasibility study and covered a portion of the current study area.

C. Projected Wastewater Flows

1. Design Criteria

The East Area Study region was divided into three large sewer districts: Southeast Area, Reitz Lake, and Northeast Area. Each of those districts was broken into multiple sub-district drainage areas based on topography and geographical features. Average wastewater flow rates and the Future Land Use Plan from the City's 2040 Comprehensive Plan were utilized to determine flows from each district. Some assumptions on average sewer flow rates that differ from the Comprehensive Plan land uses are that Low Density Residential is 750 Gallons/Day/Acre, Medium Density Residential is 1,500 Gallons/Day/Acre, High Density Residential is 2,500 Gallons/Day/Acre, and Urban Reserve is 1,000 Gallons/Day/Acre. Sanitary sewer flow rates vary from month to month, depending on weather, precipitation, infiltration and inflow (I&I), and other factors. The flow rate also varies during the day with peak flows generally occurring in the mornings and evenings. The sanitary sewer system capacity must be designed to accommodate these peak flows. Therefore, the system is sized using a peak factor. These peak flow rates can be expressed as a variable ratio applied to the average flow rates. This variable ratio, called the peak flow factor, has been found generally to decrease with increasing average flow rates. Peak flow factors used in this study are from the Metropolitan Council's Program Year 2025 Ongoing Inflow and Infiltration Program Procedure Manual, dated January 2023. The peak flow factors in this study range from 3.3 to 4.5 depending on the estimated average flow in each trunk sewer main. Design flow criteria are shown in **Table A** in **Appendix F**.

2. Capacity Analysis

The design criteria stated in Section III.C.1 was used to project wastewater flows and to estimate the pipe sizes and capacities required to provide service to each district in the East Area of the City. Pipe design and capacity was based on flows within each sub-district and used minimum pipe slopes to make conservative estimates on future construction. The design of the future sanitary sewer is based on less than full pipe capacity. This provides for a safety factor in the event that the actual ultimate flows are greater than the projected flows resulting from changes in land use and increased development density. **Table B** in **Appendix F** provides the full and design capacities of sanitary sewer up to 36-inch diameter. Elevations of manholes and pipe are necessary to estimate for design to determine constructability of the sewer mains and where potential secondary lift stations may need to be provided.

The projected wastewater design flows and trunk sewer pipe capacities are shown in **Table C** in **Appendix F**.

D. Future Sewer System

1. Southeast Area Sewer District

The southern portion of the project area is planned to connect to the existing Southeast Area regional lift station. This lift station was installed in 2006 and was designed to accommodate the ultimate growth area of the City with future pump upgrades and forcemain upgrades. The current lift station capacity is 1,500 gallons per minute (gpm) or 2.16 million gallons per day (MGD). The ultimate capacity of this lift station based on projected wastewater flow is 5,200 gpm or 7.49 MGD. Two trunk sewer lines are needed to connect the entire service area of the Southeast Area lift station. The first of these was installed in 2006 prior to the Interlaken Development. This trunk main has a diameter of 36 inches and is located along Somerwood Drive, Airport Road, Interlaken Crossing, C.S.A.H. 59 / Main Street, and T.H. 5. The Southeast Area lift station connects to this trunk main via a 16-inch forcemain located along C.S.A.H. 10 and the south end of Somerwood Drive. Based on estimated ultimate flow design in this Study, an additional 16-inch forcemain is anticipated to be needed in this location for the full buildout scenario. The western portion of this sewershed is completely developed with the exception of the Hartmann parcel and a few small parcels adjacent to the Hartmann parcel to the west of C.S.A.H. 59. The eastern portion of this sewershed requires additional trunk sewer lines as shown on **Figures 3.6-3.11** in **Appendix A**. The area serviced as shown on the figures is approximately 1,600 developable acres of land. To the north side of the district, there is a 12-inch sewer servicing the properties between C.S.A.H. 10 and Klein Drive. The southernmost locations serviced in this district are the properties near Knight Avenue and extending south to Carver Creek and 102nd Street on the north edge of this sub district. Reaching these southern properties with lower elevations will require an additional secondary lift station in order to pump sewage back up the hill north towards 102nd Street with a 10-inch forcemain. The potential future location of this lift station is anticipated to be located between Little Avenue and Knight Avenue. There is an additional, smaller secondary lift station that is anticipated at the southern end of Knight Avenue with an 8-inch forcemain. The trunk sewer extension along 102nd Street will also serve the properties between C.S.A.H. 10 and 102nd Street. This area is planned to be a future business park with some residential properties and will have multiple 12-inch trunk sewer mains. These two areas drain into the planned Falk-Saltire Site Development along the east side of the large wetland near the Southeast Area lift station. The trunk sewer extending through the Falk Site Development is 27-inch up to 36-inch. With all properties in this district combining near the C.S.A.H. 10 and Little Avenue intersection, it is designed to have a 36-inch trunk sewer draining into the Southeast Area lift station.

2. Reitz Lake Sewer District

The northern portion of the project area is planned to be served by a new regional lift station referred to as the Reitz Lake Lift Station. This location includes the proposed Kirsch Site Development just north of the future lift station location. The properties on the south side of T.H. 5 are also included in this sewer district. After analyzing the feasibility of draining these properties to the north towards the Regional Park, it was determined that crossing T.H. 5 was not the most efficient or economical way to serve these properties. The district provides service to a large area in the general vicinity of Reitz Lake with approximate boundaries of C.S.A.H. 10 to the south and Scandia Road to the northeast. The location of the future primary lift station along with the adjacent trunk sewer main are shown on **Figures 3.3-3.8** in **Appendix A**. The area serviced as shown on the figures is approximately 1,400 developable acres of land. There will be an 8-inch sewer extension to service the existing Hidden Bay and Schmittville-Creekview subdivisions that will connect at the southeast side of Reitz Lake with an 18-inch trunk sewer servicing the southeast area of the district. This southeast area of the district services properties from C.S.A.H. 10 to the eastern annexation boundary. A 24-inch trunk sewer will service the properties directly north of Reitz Lake and properties to the east extending to approximately Turbid Lake. This 24-inch sewer will connect to the future Reitz Lake Lift Station. The northern portion of the district will be providing service to the properties between T.H. 5, Airport Road, and Scandia Road with a 21-inch sewer main.

3. Northeast Area Sewer District

The northeast portion of the project area is also planned to be served by the new regional Reitz Lake Lift Station. This sewer district is made up of properties to the northeast of Scandia Road extending towards T.H. 5. The additional trunk sewer mains are shown on **Figures 3.4-3.5** in **Appendix A**. The area serviced as shown on the figures is approximately 400 developable acres of land. A 12-inch trunk sewer main will extend from the properties adjacent to T.H. 5 and drain to the Reitz Lake Sewer District across Scandia Road. The southern area of this district, west of Turbid Lake, will be serviced by a 15-inch trunk sewer main. A lift station will be required on this line with an 8-inch forcemain carrying flows into the

Reitz Lake Sewer District near the 2040 growth boundary line.

E. Estimated Cost

The total estimated project cost for the entirety of the trunk sanitary sewer improvements covering the entire eastern buildout area of the City is $56,100,000 based on estimated 2024 costs. Itemized cost estimates are included in **Appendix B**. Financing, funding, and cost apportionment for these proposed trunk sanitary sewer improvements are included in Section VI.

F. Phase 1 Sewer System Improvements

1. Falk-Saltire Site Development

The Falk-Saltire site development improvements consist of the proposed trunk sewer main facilities within and adjacent to the Falk-Saltire development and are shown on **Figure 3.6** in **Appendix A**. The proposed trunk sewer runs north-south, generally along the west side of the property and ranging between 27-inch and 36-inch pipe. The trunk sewer main within the development is the responsibility of the developer except for the oversizing which is a City cost. The City is responsible for the trunk sewer extension cost for 300-feet of 36-inch trunk sewer main along C.S.A.H. 10 to the development property.

The total estimated project cost for the trunk sewer main improvements within the development is $5,529,000 of which $1,536,000 is the oversizing cost and $234,000 is the trunk sewer extension cost. Financing and funding for the proposed trunk sewer main improvements are addressed in Section VI.

2. Kirsch Site Development

The Kirsch site development improvements consist of the proposed trunk sewer main facilities within and adjacent to the Kirsch development and are shown on **Figure 3.3** in **Appendix A**. The proposed trunk sewer runs north-south, generally along the west side of the property and ranging between 8-inch and 24-inch pipe. The trunk sewer main within the development is the responsibility of the developer except for the oversizing which is a City cost. This site development would prompt the construction of the Reitz Lake lift station to accommodate sewer flows to the west. The lift station would be oversized for future buildout needs of the city. The construction of a standard sized lift station would be the responsibility of the developer, and the oversizing would be a City cost. The City is responsible for the trunk sewer extension for 1,000-feet of 24-inch trunk sewer main from the proposed Reitz Lake Lift Station to the development property.

The total estimated project cost for the trunk sewer main improvements within the development is $5,155,000 of which $647,000 is the oversizing cost and $791,000 is the trunk sewer extension cost.

The total estimated project cost of the lift station is $2,000,000 of which $1,250,000 is the oversizing cost. Adding the trunk sewer and lift station components together results in a total estimated project cost of $7,155,000 for the development, of which $2,688,000 is oversizing and extension costs. Financing and funding for the proposed trunk sewer main improvements are addressed in Section VI.

G. Phase 2 Sewer System Improvements

1. Trunk Sewer Mains

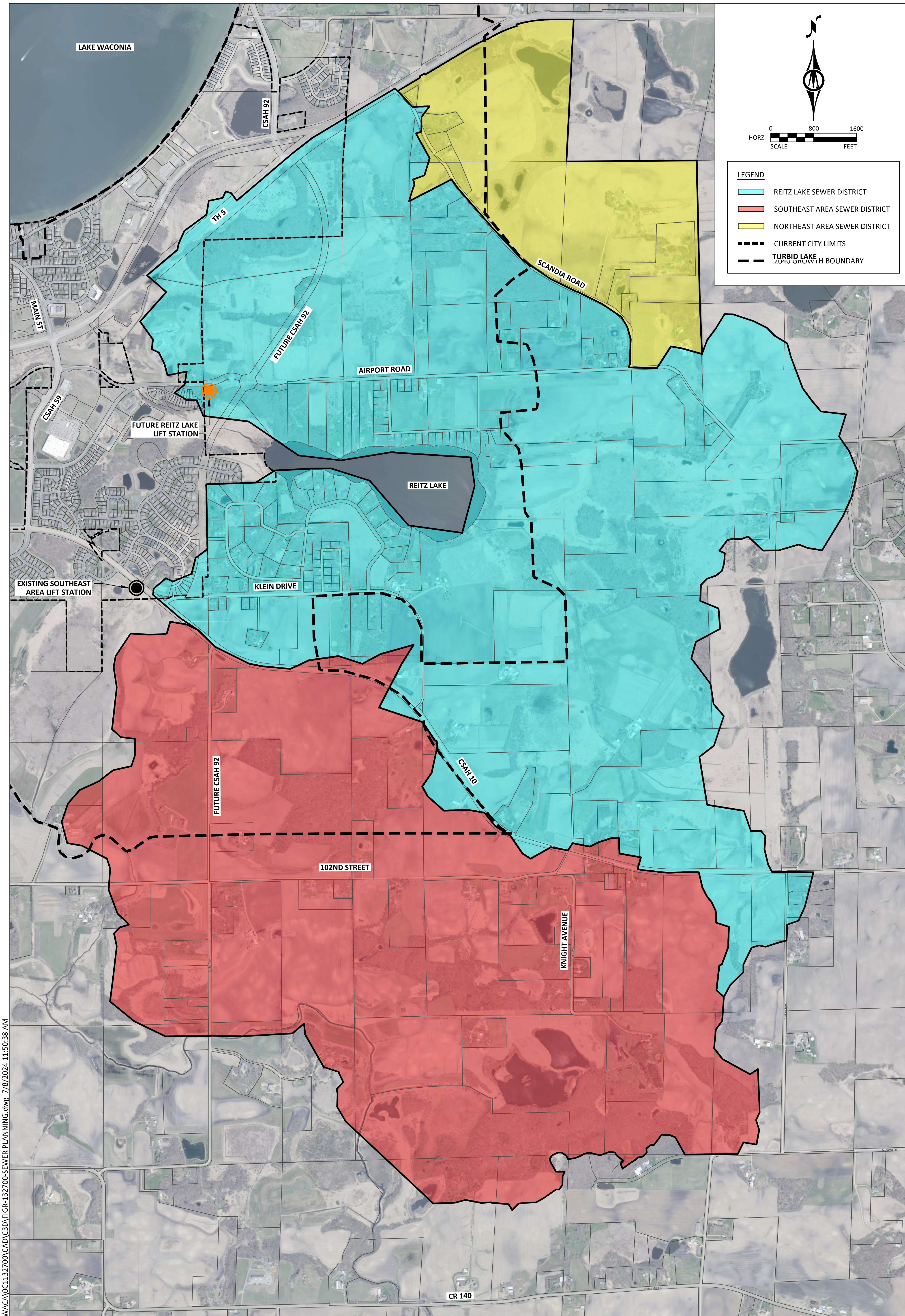
The remaining proposed trunk sewer main work would take place as developments come to fruition in the future. This estimate encompasses the remaining trunk sewer anticipated for the Southeast Area District, Reitz Lake District, and Northeast Area District combined, minus the proposed development work in Phase 1.

The total estimated project cost for the trunk sewer main improvements beyond the Phase 1 system improvements is $45,416,000. Financing and funding for the proposed trunk sewer main improvements are addressed in Section VI.

Figure 3.1: Sanitary Sewer Districts

July 2024

BOLTON & MENK



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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

Real People. Real Solutions.

May 27, 2025

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

RE: Reitz Lake Lift Station - Design Fee Estimate

Dear Mr. Haukaas,

This letter outlines our understanding of the project, our proposed scope of services, and our estimated fees for the design of the Reitz Lake Lift Station. With recent development pressure from the Kirsch site, there is a need for this lift station to be constructed in the near future. The Reitz Lake lift station will serve this proposed development and will also serve approximately 1,400 acres of developable land. As outlined in the August 2024 East Area Development Feasibility Study, no development is able to occur in this area until another regional lift station is constructed.

Project Understanding

The future Reitz Lake sewer district includes the northeastern portion of the City's growth area, including the Kirsch properties. The general boundaries of this sewer district are Hwy 5 to the northwest, Scandia Road to the northeast, CSAH 10 to the south, and the future boundary with the City of Victoria to the east. Previous utility studies determined trunk sewer mains up to 24 inches in diameter are needed to serve this area. This sewer district also includes connections to Laketown Township's Schmittville, Hidden Bay, and Molnau's Addition properties located near and around Reitz Lake. An interim forcemain connection is planned to connect to a stub in Airport Road to the south of the Laketown Elementary School, with the ultimate forcemain planned to connect directly to the Met Council lift station located along Hwy 5. The Reitz Lake lift station is proposed to be a submersible lift station with a cast-in-place structure along with a cast-in-place valve vault. The structure will be sized for the ultimate flow condition but will likely initially contain smaller pumps until additional development occurs. The lift station is proposed to include a building to house electrical and controls components, and a generator located adjacent to the building in an outdoor enclosure. For ease of operations and maintenance, this proposed lift station is planned to be similar to the other regional lift stations in town.

Scope of Services

Bolton & Menk will provide the following scope of work separated into three primary tasks as outlined below.

Task 1 – Preliminary Design

- Kickoff meeting with City staff to discuss the project and desired design features
- Review existing site data (previous studies, proposed development plans, etc.)
- Perform topographic survey of the site
- Complete wetland delineations and permitting
- Coordinate geotechnical evaluation of the proposed site (BMI to coordinate and City will pay directly for geotechnical costs)
- Prepare preliminary site layouts and station concepts
- Confirm site meshes with the future CSAH 92 / Airport Road roundabout
- Confirm scope of work and feasibility of the project, identify any major challenges

Property acquisition or easement may be necessary from Carver County and/or from the Kirsch Development. Coordination for that work will occur with Carver County and/or the Developer, and if necessary, will be handled separately from the design of the lift station.

Task 2 – Final Design

- Prepare project plans and specifications
  - Site design
  - Structural design
  - Architectural design
  - Process design
  - Mechanical/HVAC design
  - Electrical/controls design
  - Forcemain design
- Design review meeting(s) with City if needed
- Coordinate controls with City's integrator (Automatic Systems Company)
- Prepare construction cost estimates

Future Tasks - Needed After the Kirsch Development Moves Forward & Not Included in this Letter

- Obtain the necessary permits
- Advertise and bid the project
- Construct the project

Proposed Fees

Bolton & Menk has estimated the time and effort required to complete the services outlined above. These estimated hourly fees are as follows:

- Preliminary Design (Task 1) = $20,000 to $30,000
- Final design (Task 2) = $250,000 to $270,000

Please note that it is recommended the Kirsch Development pay for a portion of this project as part of a future Development Agreement and with future trunk utility fees.

Thank you for the opportunity to present this scope and fee letter. If you have any questions or comments, please do not hesitate to contact me.

Respectfully Submitted,
Bolton & Menk, Inc.

Jake D. Saulsbury

Jake Saulsbury, P.E.

Cc: Seth Peterson, Bolton & Menk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.9. Accept Proposal for Tower 3 Reconditioning
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action: Resolution No. 2019-237 Authorizing Multi-Year Service Agreement with KLM Eningeering for Water Towers Two and Three	
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-160 Accepting the Proposal from KLM Engineering, Inc. to perform cleaning and coating refresh on Water Tower #3

EXPLANATION OF AGENDA ITEM:

The City entered into a 14-year service agreement to perform inspection services on Towers No. 2 and 3 with KLM Engineering, Inc. KLM has been the water tower specialist for the City of Waconia since 2003. The agreement provides for inspections meeting the standards of the American Water Works Association on a five-year cycle. The results of these inspections are used to direct future maintenance activities to extend the life of the infrastructure.

KLM provided NACE-certified Coating Inspectors to exam the interior and exterior paint coatings of the tank and make recommendations for upcoming maintenance work. An inspection was completed in 2023 with a recommendation for cleaning and refreshing the city logos on the sides of the tank. Staff reviewed these recommendations and free with the necessity of the work.

The 2025 CIP includes $80,000 to perform any necessary cleaning, repair, or other general maintenance of Tower #3 to help preserve and extend the life of the infrastructure. KLM has provided the attached proposal in the amount of $35,364 to power wash the complete exterior of the tank, including the roof, shell, cone, and pedestal. New coatings will be applied to the four existing logos using colors approved by the City. During the cleaning, any spots of coating failure will be identified with options for repair prior to proceeding.

ATTACHMENTS:

1. Resolution No. 2025-160 Accepting Proposal for Water Tower #3 Reconditioning CIP Project No. 598
2. KLM Engineering Proposal
3. Executed Maintenance Agrreement Waconia Tower 2 & 3

FINANCIAL IMPLICATIONS:	**ADVISORY BOARD RECOMMENDATIONS:**
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
x Budgeted	

__________ Non-Budgeted __________ Amendment Required	Personnel Committee: ______________ Other: ______________

CITY OF WACONIA
RESOLUTION NO. 2025-160

RESOLUTION ACCEPTING THE PROPOSAL FOR WATER TOWER #3 RECONDITIONING CIP PROJECT NO. 598

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

WHEREAS, Regular inspection and maintenance of the coatings on Water Tower No. 3 is critical to protect and preserve the steel structure of the tank and improve the appearance of the facility; and

WHEREAS, KLM Engineering, Inc. was the construction administration engineer for Tower No. 3 and the City has entered into a multi-year service agreement to perform regular inspections to monitor its condition; and

WHEREAS, the 2025 Capital Improvement Plan identified funding for the cleaning and refreshing of the City logos on the sides of the water tower; and

WHEREAS, KLM Engineering Inc. has provided a proposal to power wash and apply new coatings to the existing logos to meet the needs of the City.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby accepts the proposal for cleaning and coatings maintenance of Tower #3 from KLM Engineering, Inc.

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

Attest: ________________________________
Jackie Schulze, Assistant City Administrator

Corporate Office

1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
651-773-5111

April 30, 2025

Sent via Email Only

Mr. Doug Bode
Utilities Maintenance Supervisor
Waconia
310 10th Street East
Waconia, Minnesota 55387

RE: 2,000,000-Gallon, North Tower
Waconia, Minnesota

Dear Mr. Bode:

KLM is pleased to submit this proposal to power wash and refresh the logos on Tower Number 3.

SCOPE OF WORK

Exterior Pressure Washing

The complete exterior of the tank (roof, shell, cone, and pedestal) shall be cleaned by power washing. Power wash and clean water rinse surfaces shall be completely dry and approved by the Owner.

KLM is not responsible for any coating damage that may occur during exterior cleaning. If the exterior protective coatings are failing prematurely, KLM will discuss with the owner different options on removing the mold/mildew/biofilm. If the current coatings are visibly showing premature coating failures, KLM's crew will discuss options for proceeding.

Logo Repainting

Apply new coatings to the 4 existing logos. The new coatings will match the color provided by the city. The new urethane coatings applied will be Tnemec 700 series.

FEES

The fee for the above-referenced scope of work is………………………………………………………………. $35,364.00

OWNER'S RESPONSIBILITIES

The Owner's personnel shall be responsible for:

- Providing a live fire hydrant for fresh water for the pressure washer.
- Removal of any equipment or obstructions that may inhibit access to the tower.
- Approving the cleaning at the start up and when it's completed, including site restoration.

OWNERS RESPONSIBILITY

- Approve the colors of the logo prior to application.

AGREEMENT

This proposal is valid for thirty (30) days from the date of this proposal. If the City of Waconia finds the proposal acceptable, please sign and return it by mail or email.

This Agreement, between Waconia and KLM Engineering, Inc. is accepted by:

Waconia
310 10th Street East
Waconia, Minnesota 55387

Signature

TIM LITFIN
Name

MAYOR
Title

JUNE 16, 2025
Date

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Signature

Dewey Prinzing
Name

Vice President of Business Development
Title

April 30, 2025
Date

KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.

2. **ADDITIONAL SERVICES**. Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.

3. **KLM CLIENT RESPONSIBILITIES**. The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.

4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.

5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.

6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.

7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.

9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.

10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.

11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

    The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

13. **DELAYS**. If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.

14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.

15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.

16. **KLM'S DOCUMENTS**. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.

17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.

18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.

19. **NONDISCRIMINIATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**

21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized represen**tatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and

thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
Phone (651) 773-5111 | Fax (651) 773-5222

November 1, 2019

By Email Only

Mr. Craig Eldred
Public Services Director
City of Waconia
310 10th Street East
Waconia, Minnesota 55387

RE: Proposal for a 14-Year Service Agreement to Perform Inspection Services on the 250,000-Gallon Water Tower No. 2 and the 2,000,000-Gallon Water Tower No. 3 Located in the City of Waconia, Minnesota.

KLM Project Number: MN2501 and MN2918

Since 2003, KLM Engineering has been the water tower specialist for the City of Waconia, Minnesota. KLM has extensive history and knowledge about the City of Waconia's water towers. This service agreement will provide (3) updated 5-year AWWA anniversary inspection baseline reports for the City of Waconia on both water towers over the fourteen-year period.

Dear Mr. Eldred:

KLM is pleased to submit this proposal for a service agreement for the 250,000-gallon Tower No. 2 and the 2,000,000-gallon Tower No. 3 located in the City of Waconia, Minnesota for a 14-year period, with the first inspection on or before December 31, 2023. KLM proposes to perform an inspection of the existing conditions of these towers on a five-year cycle.

By choosing KLM Engineering, Inc., the City of Waconia is investing in the knowledge and expertise of a consultant who will perform an accurate and unbiased inspection of your water towers. Our inspections will clearly identify all the maintenance requirements of the towers and recommend when additional maintenance of the towers may be appropriate.

The experience of KLM's staff in water tank inspections is enhanced by our training as National Association of Corrosion Engineers (NACE) Certified Coatings Inspectors and American Welding Society (AWS) Certified Welding Inspectors. This training, plus the years of field experience in abrasive blasting (surface preparation) painting, rigging, welding, and inspection has given this company a competitive edge for performing this type of work in a safe and professional manner.

Documentation

250,000-Gallon Water Tower No. 2
KLM Engineering will provide to the Owner a summary report in 2023 and 2028. KLM will provide to the Owner a full report in 2033.

2,000,000-Gallon Water Tower No. 3
KLM Engineering will provide to the Owner a summary report in 2023 and 2028. KLM will provide to the Owner a full report in 2033.

Summary Report

1. Clearly stating the actual condition of the coatings and structural integrity.
2. Document the amount of sediment that was removed from the towers.
3. Provide a schedule for performing recommended maintenance work.
4. Color photographs substantiate details of the report.
5. Copies of the report justify maintenance recommendations to decision-makers

Full Report

1. Clearly stating the actual condition of the coatings and structural integrity.
2. Identify the amount of sediment and estimate the next time it needs cleaning.
3. Provide a schedule for performing recommended maintenance work.
4. Provide a Cost Estimate for all recommended repair work.
5. Color photographs and DVD (ROV only) substantiate details of the report.
6. Copies of the report justify maintenance recommendations to decision-makers.
7. The inspection report can be included in the specification document to provide accurate information on existing conditions for bidders.
8. Recommendation of future inspections.
9. KLM will also provide drawings in the report for future maintenance.

The inspection report will be provided to the City in digital format (PDF) unless indicated to KLM otherwise. After the Owner receives the report, KLM will follow up to breakdown our discoveries detailed out in the report.

KLM Work Plan

Dry Tank Cleanout Inspection

The dry tank inspection is the method recommended by AWWA M 42 D101-53 (R1986) Part A. However, this method of inspection is limited to areas accessible from a ladder or areas that can be reached from the floor.

KLM will inspect the floor, the reservoir walls, and any interior structure accessible by ladders. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the inspection report. KLM will also remove any sediment inside the towers.

When the towers are empty, KLM will perform a clean-out of the interior of the tower and riser. KLM will disinfect the tank in accordance with Method 1, 2, or 3 of AWWA C652-11. KLM will supply the chlorine and do the clean-out of the bottom.

ROV Inspection

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the inspection. This inspection method can be performed in one day.

KLM will provide NACE Coatings Inspectors, whom are properly trained and qualified to perform this type of inspection. To perform an ROV inspection, the Owner would be required to have the water at or near the high-water level (HWL) at the start of the inspection. KLM inspectors will insert a disinfected ROV into the tank interior, for the interior inspection of the roof, roof structure, and all appurtenances such as vents, manways, and ladders. Photographs will be taken with an underwater camera, which will show the coating deficiencies. The camera will be disinfected in accordance with AWWA. The inlet pipe or wet riser is excluded from the inspection, unless otherwise written into this agreement.

Exterior and Interior Inspection

The exterior inspection is critical for evaluating the coating conditions to determine whether the coating is a candidate for over coating or complete reconditioning. KLM inspectors will also check for structural deficiencies and OSHA compliance.

KLM will provide a NACE Coatings Inspector that is properly trained and qualified to perform this type of inspection. The exterior will be inspected from all areas accessible without rigging unless otherwise written into this agreement. Coating conditions of both the interior and exterior will be examined using several different testing equipment.

Owner's Responsibilities

Dry Tank Cleanout Inspection

The Owner's personnel shall be responsible for:

- Verifying the towers are empty prior to arrival of inspectors.
- Disposing of sediment removed from the towers.
- Providing copies of background information on the towers, including maintenance records, construction drawings, previous inspection reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.
- Take water samples after the cleanout of the towers has been completed.

ROV Inspection

The Owner's personnel shall be responsible for:

- Providing copies of background information on towers, including maintenance records, construction drawings, previous inspection reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.
- Provide keys for locks and access to the water towers.

14 Year Service Agreement

The purpose of a 14-year agreement is for KLM to perform an inspection every 5 years per AWWA. The type of inspection that KLM will perform is listed in the table below.

250,000 Gallon Water Tower No. 2			
Year of Inspections	**Scope of Work**	**Price**	**Report**
By December 31, 2023	Dry Tank Cleanout Inspection	$3,100.00	Summary Report
By December 31, 2028	ROV Inspection	$3,700.00	Summary Report
By December 31, 2033	Dry Tank Cleanout Inspection	$4,300.00	Full Report
Total Price:		**$11,100.00**	

2,000,000 Gallon Water Tower No. 3			
Year of Inspections	**Scope of Work**	**Price**	**Report**
By December 31, 2023	ROV Inspection	$3,100.00	Summary Report
By December 31, 2028	Dry Tank Cleanout Inspection	$3,700.00	Summary Report
By December 31, 2033	ROV Inspection	$4,300.00	Full Report
Total Price:		**$11,100.00**	

The cost per year to perform the evaluations over a 14-year period is $792.00 per tower.

If for some reason beyond KLM's control, the inspection of the tank cannot be performed in one day, and KLM must return for a second day to complete the inspection, the cost of a second day of inspection would be on a time & materials basis. KLM can replace the existing manway gasket(s) for time and materials per gasket. A tower that has excess sediment and requires more than 2 hours of cleaning time may result in extra charges above and beyond the original Agreement amount. Fees are subject to change if proposed work exceeds 12 months from this bid proposal.

KLM will not bill the City of Waconia, Minnesota in a lump sum. KLM will bill the City of Waconia once the owner receives the report for that individual year. The Owner will not be billed until they receive the report from the inspection in 2023.

The City of Waconia and KLM may terminate this agreement at any time by providing a written notice. Both Parties can modify the duration or the number of inspections per this 14-year contract as needed. Any modification to this agreement must be in writing and signed by both parties.

If KLM were to find structural or coating maintenance that is needed, KLM would communicate with the City of Waconia, Minnesota on these findings. Fees for structural and coating maintenance is separate and will be covered on a case by case basis with the City of Waconia as needed. After the City of Waconia receives the report, KLM will contact the Owner to schedule a meeting to go over the report in detail to determine how often the tower needs to be cleaned and inspected and if there are any repairs needed.

If KLM finds this tower unsafe, KLM will contact the owner to discuss options.

Terms & Conditions

KLM has attached our standard Terms & Conditions. The Terms & Conditions are part of this agreement between the City of Waconia, Minnesota and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Additional Information

Additional information can be found at KLM's website at: www.klmengineering.com

Agreement

This proposal is valid through the year 2020. If the City of Waconia finds this proposal acceptable, please sign and return by mail, fax, or email. When KLM receives the signed proposal, we will call the Owner to coordinate an inspection time. When the City of Waconia receives the inspection report, KLM will bill the Owner according to this agreement.

This agreement, between the City of Waconia, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

(Name)	Public Services Director (Title)	City of Waconia, Minnesota

12-20-19
(Date)

(Name)	Director of Business Development (Title)	KLM Engineering, Inc. Woodbury, Minnesota

November 1, 2019
(Date)

Sincerely,

KLM ENGINEERING, INC.
Michael Novitzki
Director of Business Development
Phone:651-773-5111
Fax: 651-773-5222
Cell: 651-440-5058
Email: mnovitzki@klmengineering.com

Enclosed: KLM's Terms and Conditions

U:\Proposals\2019 Proposals\Waconia, MN 2.0MG Composite Ewt And .250MG Single Ped. Ten Year Service Agreement.Docx

CITY OF WACONIA
RESOLUTION NO. 2019-227

RESOLUTION AUTHORIZING MULTI-YEAR SERVICE AGREMENT WITH KLM ENGINNERING FOR WATER TOWERS TWO AND THREE

WHEREAS, one of the City's Priorities for Infrastructure is "Plan for Management, Maintenance, and Improvements to Current and Future Physical Assets"; and

WHEREAS, preparing to manage inspections and review of the community's two operational water storage towers is vital to Waconia's public water system; and

WHEREAS, the City has successfully worked with KLM Engineering since 2003 on such inspections and projects to maintain the water storage tanks; and

WHEREAS, A Multi-Year Service Agreement provides for varied inspections over a 14-year period, with detailed costs; resulting in a savings for the community.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Public Services Director to execute Multi-Year Service Agreement with KLM Engineering for water towers two and three.

Adopted by the City Council of the City of Waconia this 18th day of November, 2019.

Kent Bloudek, Mayor

Attest: Susan MH Arntz

Susan MH Arntz, City Administrator

M/ Erickson

S/ Carrier

Bloudek	Aye
Carrier	Aye
Erickson	Aye
Leo	Aye
Waldron	Aye

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.10. Allocate Local Housing Aid
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-161 Allocating Local Housing Aid

EXPLANATION OF AGENDA ITEM:

During the 2023 legislative session, the legislature created a new aid program for metropolitan cities to develop and preserve affordable housing within their communities called Local Affordable Housing Aid and administered by the State Department of Revenue. In 2024, the first allocation has been certified, and the City stands to receive $73,322.56. While 2025 funds have not been certified, we anticipate a similar allocation by the end of 2025. All funds shall be expended by December 31st of the fourth year after the aid is received. In 2024, the City partnered with the Carver County CDA to allocate $20,000 to support expansion of the Land Trust program in the community.

Qualifying use of these funds include: emergency rental assistance; financial support to nonprofit affordable housing providers; financial support for projects that meet income targets for ownership or rental housing or housing that is affordable to the local workforce. If municipalities cannot spend the funds within the timeline required, it must demonstrate that it was due to factors outside the control of the city and or transfer funds to a local housing trust fund. Staff have been in discussion with Carver County CDA about different local projects that are in the planning stages, such as the Trails Edge senior apartment project and local housing trust fund options, as well as other ways to partner in the administration and disbursement of the funds.

The Carver County CDA is seeking to apply for additional funding to support the development of the Trails Edge Senior apartment project on Airport Road. Coupled with $2 million of CDA funding and $1 million from Carver County, this additional pledge of local investment should strengthen the application in the evaluation of funds with the Minnesota Housing Finance Agency. Staff are recommending that we commit to allocating up to $125,000 of the city's Local Affordable Housing Aide in this application round and, if successful, the ultimate construction of this building.

ATTACHMENTS:

1. Resolution No. 2025-161 Allocating Local Housing Aid

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. 2025161

RESOLUTION ALLOCATING LOCAL AFFORDABLE HOUSING AID

WHEREAS, the City has unallocated Local Affordable Housing Aid of $53,322.56 received in 2024; and

WHEREAS, the City anticipates receiving another annual disbursement of approximately $75,000 in Local Affordable Housing Aid in 2025; and

WHEREAS, the City wishes to support the development of the Trails Edge Senior Apartment project in Waconia; and

WHEREAS, the City will allocate up to $125,000 of this aid to supplement investment made by the Carver County CDA in the ultimate construction and development of this project.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby allocates and commits the aid in the amount stated for the Trails Edge Senior apartment building.

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

Attest:______________________________
Jackie Schulze, Assistant City Administrator

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.11. Approve Temporary On-Sale Liquor License and Application for Exempt Gambling Bingo at the Carver County Fair
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-162 Approving Application for Temporary On-Sale Liquor License, Carver County Agriculture Society.
Adopt Resolution No. 2025-163 Approving Application for Exempt Permit BINGO Carver County Agriculture Society

EXPLANATION OF AGENDA ITEM:

The City received an application for a temporary on-sale liquor license from the Carver County Agriculture Society to sell liquor at the Carver County Fair from August 6 through August 10, 2025. Sales and consumption of malt liquor beverages and liquor will be limited to the beer garden and the grandstand. All liquor and beverage containers must be completely opened upon sale.

The City received an application for an exempt permit from the Carver County Agriculture Society in order to conduct BINGO at the Carver County Fair from August 6 through August 10, 2025, at the Carver County Fairgrounds.

ATTACHMENTS:

1. Resolution No. 2025-162 Approve Temp Liquor On- Sale Liquor License Carver County Fair
2. Resolution No. 2025-163 Exempt Permit BINGO Carver County Fair

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. 2025-162

RESOLUTION APPROVING TEMPORARY ON-SALE LIQUOR LICENSE APPLICATION CARVER COUNTY AGRICULTURE SOCIETY Dba CARVER COUNTY FAIR

WHEREAS, an application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Carver County Agriculture Society for August 6, 2025, through August 10, 2025, at the Carver County Fairgrounds, Waconia, Minnesota; and

WHEREAS, sales and consumption of alcoholic beverages will be limited to the beer garden and grandstand of the Carver County Fairgrounds; and

WHEREAS, the applicant shall furnish the City of Waconia a certificate of insurance naming the City as an additional insured with the limits consistent with the Special Events Policy and at least two weeks prior to the event; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Carver County Agriculture Society from August 6 through August 10, 2025, contingent upon completion of all forms, payment of fees, receipt of certificate of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

Attest: ________________________________
Jackie Schulze, Assistant City Administrator

CITY OF WACONIA
RESOLUTION NO. 2025-163

RESOLUTION APPROVING AN APPLICATION TO CONDUCT EXEMPT GAMBLING BINGO CARVER COUNTY AGRICULTURE SOCIETY Dba CARVER COUNTY FAIR

WHEREAS, an application for an exempt permit has been received in the Office of the City Administrator from the Carver County Agriculture Society for August 6, 2025, through August 10, 2025, at the Carver County Fairgrounds, Waconia, Minnesota; and

WHEREAS, the Carver County Agricultural Society requested this exempt permit in order to conduct “BINGO” at the Carver County Fairgrounds in conjunction with the Carver County Fair as stated on the application for said exempt permit; and

WHEREAS, the applicant shall furnish the City of Waconia a certificate of insurance naming the City as an additional insured with the limits consistent with the Special Events Policy and at least two weeks prior to the event; and

WHEREAS, the City Clerk is hereby instructed to provide a copy of this Resolution to be included with the permit application to the Department of Gaming, Gambling Control Division, State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the application for exempt gambling BINGO of the Carver County Agriculture Society at the Carver County Fairgrounds in Waconia from August 6 through August 10, 2025, contingent upon completion of all forms, payment of fees, receipt of certificate of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

Attest: ________________________________
Jackie Schulze, Assistant City Administrator

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	8.12. Special Event Permit - Bode Gray's
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-164 Approving Special Event Permit Bode Grays

EXPLANATION OF AGENDA ITEM:

Greg James with Bode Gray's at 125 W 1st Street has submitted a Special Event Permit for a street closure in celebration of the preliminary completion and opening of 1st Street as part of the Downtown Reconstruciton Phase 3 Project. The event is planned to occur on Thursday, June 26th from 5:00 p.m. to 9:00 p.m. The event will feature food, alcoholic beverage sales, and music.

The request is to close 1st Street between Vine Street and Olive Street as well as access from Lot 5. The applicant is requesting designation as a community festival under our policy to allow for the sale and consumption of alcohol on the public street and sidewalks.

Conditions of approval are:
1. The applicant shall furnish a certificate of insurance naming the City as additional insured.
2. The applicant will be responsible for requesting and placing barricades at street entrances of South Vine Street and Lot 5.
3. The applicant will be responsible for monitoring that no alcoholic beverages are removed from the designated closure area.
4. The applicant will be responsible for notifying adjacent businesses of the closure.

ATTACHMENTS:
1. Resolution No. 2025-164 Approving Special Event Permit Bode Grays
2. Special Event Permit Bode Grays

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. 2025-164

RESOLUTION APPOVING SPECIAL EVENT AND NOISE PERMIT
BODE GRAYS STREET OPENING

WHEREAS, the City of Waconia has received permit application for a special event and noise permit to occur on municipal streets from Bode Gray's, 125 W 1st St; and

WHEREAS, the event will be held on Thursday, June 26th from 5:00 p.m. to 9:00 p.m.. and will feature alcohol and food sales, live music; and

WHEREAS, municipal property to be used include the 100 block of 1st Street W from the hours of 4:00 p.m. until 10:00 p.m.; and

WHEREAS, the applicant shall furnish the City of Waconia a certificate of insurance naming the city as additional insured with the limits consistent with the Special Events Policy, procure and return necessary barricades and signage for the street closure, and at notify adjacent businesses at least two weeks prior to the event; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Special Event and Noise Permit.

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

Attest: __________________________
Jackie Schulze, Assistant City Administrator

SPECIAL EVENT PERMIT APPLICATION

A special event includes an event held in the city in which one of the following occurs:

a) Amplified sound is to be used
b) A street, sidewalk or other public right of way or place is closed for the benefit of the event attendees
c) A temporary alcoholic beverage license is required or an existing on-sale alcoholic beverage license is carried to the event location as part of a community festival
d) The event will adversely impact a considerable number of members of the public

Most outdoor events and activities within the City of Waconia require permits or approvals. All costs associated with the event are to be borne by the event sponsor. All applications must be approved by the City Council prior to issuance of a permit.

A Review Committee, made up of representatives from City and County departments, will review the application and make changes and/or recommendations to the event sponsor prior to application being forward to the City Council for a final decision.

TIMING FOR APPLICATION SUBMISSION

- Applications for special events need to be received by the City of Waconia at least 30 days prior to the event date, with submission 60 days in advance requested wherever possible.
- There is no guarantee an event application can be processed and approved in less than 30 days.
- For large scale events involving 1,000 participants or more application must be made 120 days in advance.

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

In the case of a race, walk, parade, or other event using City streets, a detailed layout of the route and arrangements for traffic control to be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards will be required to be submitted with the application.

Any event to be held within Parks or shelter must contact City Hall. A special event permit is required for events/ activities exceeding 300 participants or any event/activity which extends beyond the immediate park boundaries. https://www.waconia.org/347/Facility-Use-Rental-Applications

All applications, are to be sent directly to City Hall. **Issued permits will NOT be eligible for refunds.**

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

- ☐ Amplified Sound to be used – COMPLETE SECTION 3 (B)
- ☑ Closure request for a street, sidewalk, or other public way or place as part of the event – COMPLETE SECTION 3 (C)
- ☐ Alcohol service as part of the event – COMPLETE SECTION 3 (D) AND ANY ADDITIONAL LIQUOR LICENSES WITH THE CITY HALL'S OFFICE IF REQUIRED
- ☑ Tents or other membrane structures to be erected as part of the event
- ☐ Fireworks Display as part of the event

Staff Initials	**For your license application to be processed, you must submit the following to the City Halls's Office:**
	☐ This application form, fully completed and signed by the applicant or an authorized officer or partner. ANSWER EVERY QUESTION, USING N/A IF NECESSARY ON ANY QUESTIONS. APPLICATIONS WITH BLANK QUESTIONS WILL BE RETURNED WITHOUT PROCESSING.
	☐ Detailed Site Plan for the event
	☐ Certificate of Insurance, if required
	☐ Traffic Control plan from an approved vendor for any street closures
	☐ Payment for required permit fee; Checks must be made payable to the City of Waconia •$1~~00~~ for base Special Event Permit
	☐ Any required additional permit applications from other City departments

$50.00

Section 2. REQUIRED LICENSE INFORMATION – complete every question

A. Information about who is completing and submitting this application

1. First Name GREG	2. Last Name JAMES
3. Primary Telephone Number 952-300-0518	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
5. Alternate Phone Number	6. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
7. Email Address INFO @ IRON TAPMN, COM	
8. Please send official notices relating to this license to: ☐ Mailing Address ☐ Email ☒ Business Address	9. Role of person completing application: ☒ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other

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

10. First Name	11. Last Name
12. Primary Telephone Number	13. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
14. Alternate Phone Number	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
16. Email Address	17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit BODE GRAMS

19. Email Address INFO@IRONTAPMN.COM

20. Mailing Address	21. City	22. State	23. Zip Code
125 W 1ST STREET	WAC	MN	55387

24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email

D. License Holder Information

Provide information about who this license will be issued to

25. Entity license will be issued to BODE GRAMS

26. Business Federal Tax ID Number/Tax Exempt Number	27. Business State Tax ID Number
87-4103676	8509564

28. Business Address	29. City	30. State	31. Zip Code
125 W 1st STREET	WACONIA	MN	55387

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

A. Event Basics

32. Name of Event STREET OPENING CELEBRATION

33. Date(s) of Event
complete separate applications for a series of events held at separate times
JUNE 6-26 THUR

34. Time of Event	35. Set up start time and clean up finish time
5-9PM	4PM 9PM-10PM

36. Location of Event –Street Address	37. City	38. State	39. Zip Code
125 W 1st	WAC	MN	55387

40. Description of area to be used at the event location for activities (Attach additional sheets as needed)
***A detailed diagram of the site plan is also required to be submitted*

BEGINING OF 1ST STREET BY MOVIE THEATRE AND IN FRONT OF BG TO END OF STREET

41. Is your event in a City park?

☐ Yes ☒ No

If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615

42. Is your event outdoors?

☒ Yes ☐ No IF IT RAINS WE MOVE INSIDE

43. Estimated Number of Attendees-	44. Are tickets being sold?
100	☐ Yes ☒ No
45. What is the admission charge, if any	46. Purpose of event proceeds (if applicable) NA

47. Describe how attendance will be monitored and limited if necessary

OWNER WILL REGULATE

48. Describe any entertainment being provided

MUSIC BY JASON PAULSON BAND

49. Describe food and beverage plans for the event, including who will be providing any food or beverages and what other licenses or permits will be obtained from any jurisdiction for this service.

FOOD & BEV TO BE PROVIDED INSIDE AND OUT ON SIDEWALK. WORKING W/ OUR INSURANCE TO GET COVERAGE LIKE BEFORE

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

OWNER WILL MONITOR

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

51. Will you be providing additional trash receptacles?

☒ Yes

Company providing this service:

Number of receptacles:

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

☐ No

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

52. Will you be providing toilets and wash stations?

☒ Yes

Company providing this service:

Number of toilets: Number of wash stations:

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

INSIDE BUT IF CITY COULD PROVIDE BIFF THAT WOULD BE HELPFUL

☐ No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

53. INDICATE WHICH OF THE FOLLOWING APPLIES TO THIS EVENT:

- [x] Maximum allowable sound pressure level no more than 85 decibels measure at the property line or venue boundary.
- [ ] Waive the maximum allowable sound pressure level and require the amplified sound to terminate no later than 10:30 PM
- [ ] There will be NO amplified sound at this event.

54. Describe the means and method proposed by you as the applicant to prevent noise from the event from unreasonably disturbing those persons who live or work in the vicinity of the event.

ITS AFTER BUSINESS HOURS. MUSIC DONE BY 9PM

C. Information about any public right of way closures

55. Are you requesting any kind of public right of way closure as part of this event?

- [ ] Yes, for a very limited duration less than 15 minutes
- [x] Yes, for 15 minutes or longer – an obstruction permit through Public Services Department will be required
- [ ] No – if no, please skip the remainder of this section and jump to subsection D

When a street is to be closed for over 15 minutes, a detour is to be established and signed to provide a designated route around the event. A detailed layout of the route and arrangements for traffic control must be done by a certified vendor using the Manual of Uniform Traffic Control Devices standards. Law Enforcement Officers must be utilized at all traffic controlled intersections. Public Services time for temporary traffic signal modifications, additional signage, or other City costs may be charged.

In addition all events with street closures must include an emergency plan detailing access for emergency vehicles. Road closures are not allowed for locations where there are no other access options for the businesses or residents

56. Attach a detailed diagram of any proposed closure, and explain here exactly what is pictured in the diagram and intended in terms of the closure

CLOSE 1ST – MAPLE TO VINE

Closure between Vine & Olive

57. Are you proposing a street closure that will impact residential properties?

- [ ] Yes – if yes, you must notify all properties at least 7-days in advance of the event of the closure
- [x] No

58. Are you proposing a street closure that will impact commercial properties?

- [x] Yes
- [ ] No

If yes, you must notify all businesses at least 14-days in advance of the closure.

D. Information about any alcohol as part of the event

59. Are you planning to serve alcoholic beverages as part of this event?

- ☒ Yes – if yes, please answer the following questions
- ☐ No – if no, please skip the remainder of this section and jump to Section 4 of the application

60. Which of the following are you requesting as part of serving alcoholic beverages?

- ☐ Temporary Liquor License (requires a separate application)
- ☒ Designation of the special event as a Community Festival to allow on-sale licensee(s) to provide service
- ☐ Service by licensed on-sale licensee(s) on Municipal Facilities
- ☐ Use of licensed caterer(s) who will be providing alcohol service incidental to the service of food
- ☐ Other

If you indicated other, please explain how alcoholic beverages will be provided as part of this event, by whom, and under what authority

61. If you intend to apply for a temporary liquor license, is the same entity applying for the liquor license as the special event permit?

- ☐ Yes
- ☐ No – Name of the organization/entity applying for a temporary liquor license also serving as an event sponsor:

Indicate what type of organization will be applying for the liquor license:

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

*If the organization is not one of the above, it is not eligible to apply for a temporary liquor license

If the organization is a club or a charitable, religious or non-profit organization, has it been in existence for at least 3 years?

- ☐ Yes
- ☐ No-the organization is not eligible for a temporary liquor license

Note: A temporary liquor application must be received by the City Hall's Office NO LATER 45 DAYS BEFORE THE EVENT. There is no ability to make any exceptions to this requirement.

62. Please list all on-sale licensees who will be providing liquor service as part of this event under this designation. Certificates of insurance specifically covering this event must also be provided for all vendors.

CERT OF INSURANCE COMING VIA EMAIL BY PROVIDER

63. If a licensed caterer will be used as part of the event, indicate the name and state license number of the caterer

64. List who will be carrying liquor liability insurance for this event

BODE GRAMS

65. Indicate the specific area(s) liquor will be dispensed and consumed, and what measures will be followed to ensure liquor is only dispensed to event attendees who are of legal age, and that no liquor leaves the authorized area

MANAGERS WILL I.D. LIQUOR DISPENSED ON SIDEWALK IN FRONT OF BG.

66. Do you plan to hire off-duty officers to provide security during the event (required with alcohol service)?

☐ Yes
☒ No

BUT WILL LET THEM KNOW

Contact Carver County Sheriff's Office. 952-361-1231

67. Fireworks Display as Part of the event?

☐ Yes
☒ No

If you answered yes to the above, please contact the Fire Department at 952-442-2316 in order to request a Fireworks Display Permit

68. Tents or other membrane structures to be erected as part of the event?

☒ Yes
☐ No

69. If you answered yes to question 68, please name the tent provider/company. Please also list the square footage and dimensions of your tent. If you do not have or need a tent provider please state so below.

UNDER 400 SQ FT SMALL TENT

If your tent is over 400 square ft. Please contact the Planning Department for a temporary structure permit. 952-442-2184

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

The information collected and required as part of a license application will be used to determine eligibility for a City of Waconia License or Permit. Disclosure of this information is voluntary. It is not legally required to provide requested data, however, failure to do so may mean the City of Waconia is unable to process this application.

Social Security Numbers and Birth Dates are classified as private data, and are not available to the public. Access to this data is limited to staff with a business need in order to determine license eligibility, and to administer and manage the licensing program.

Disclosure of a Minnesota Tax ID Number is required by Minnesota Statutes 270C.72, and this information may be requested by and released to the Minnesota Commissioner of Revenue.

All other information contained in this application is public information upon submission pursuant to the Government Data Practices Act, Minnesota Statutes Chapter 13. Individuals have the right to see and obtain copies of the data maintained on them, including private data, and also have the right to be told the contents and meaning of the data, and to contest the accuracy and completeness of the data.

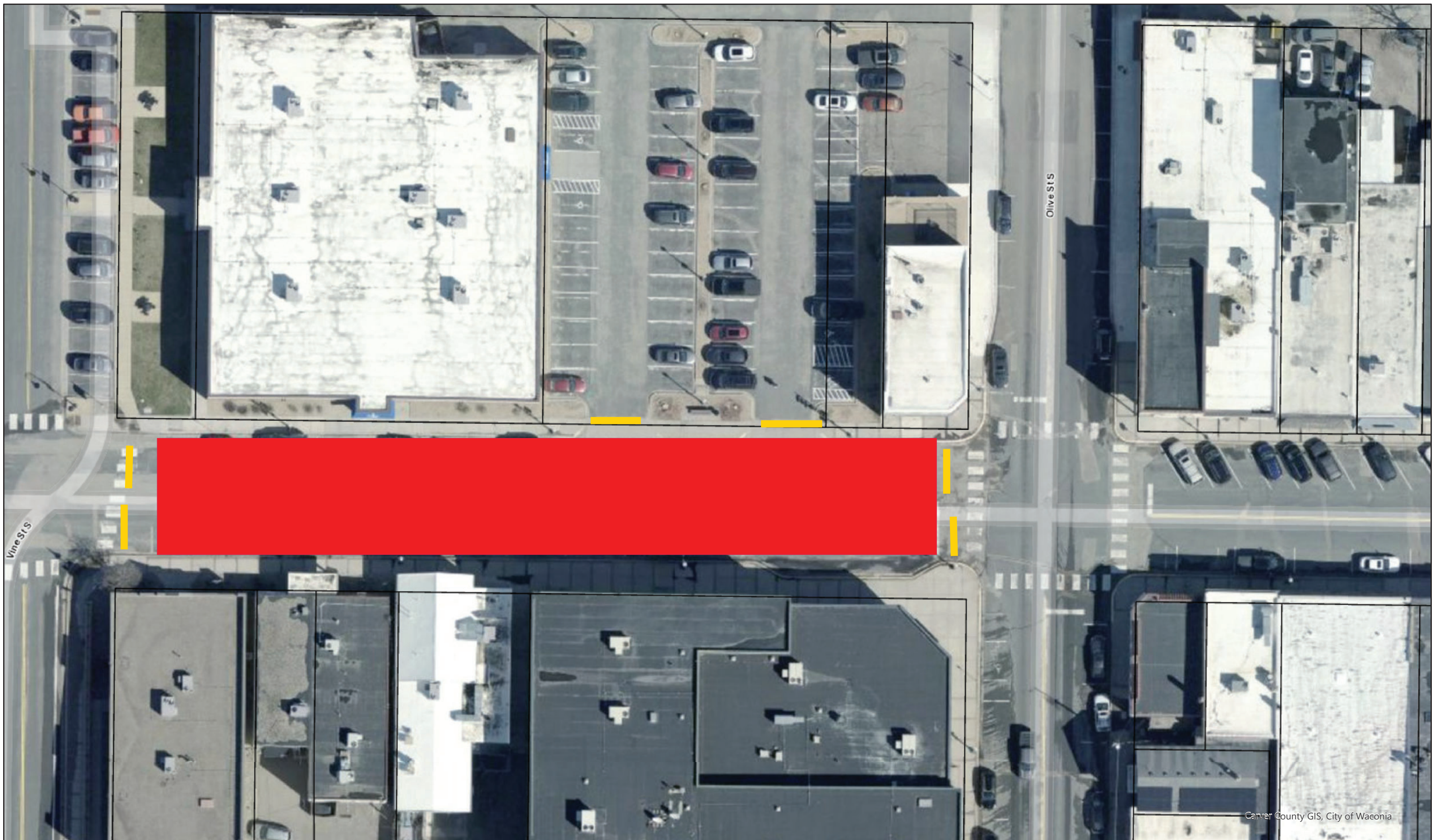
A SIGNATURE VERIFYING THE OVERALL ACCURACY AND COMPLETENESS OF THIS APPLICATION BY THE OWNER, PARTNER, OR OFFICER OF THE ENTITY APPLYING IS REQUIRED IN ORDER TO PROCESS THIS LICENSE APPLICATION

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

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

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

Signature of Applicant ____________ Date 6-12-25



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August 2024

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

Landscape_11x17

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	9.1. Authorize the Issuance and Awarding Sale of $8,740,000 General Obligation Bonds, Series 2025A-2025 Infrastructure Improvement Projects & Equipment Certificates
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action:	Resolution No. 2025-150: Resolution Providing for the Issuance and Sale of $8,740,000 General Obligation Bonds, Series 2025A – Approved May 19, 2025
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-165 Authorizing the Issuance and Awarding the Sale of $8,740,000 General Obligation Bonds, Series 2025A, Pledging for the Security Thereof Net Revenues, Special Assessments, and Levying a Tax for the Payment Thereof

EXPLANATION OF AGENDA ITEM:

On May 19, 2025, the City Council approved resolution 2025-150 providing for the sale of $8,470,000 in General Obligation Bonds, Series 2025A. The bonds are to be issued to finance the 2025 downtown infrastructure improvement project, the City's portion of water and sewer oversizing for the Holbrook Development, and for the purchase of a fire truck and public services equipment. The City budgeted to issue bonds for these improvements and equipment as part of the 2025 capital improvement plan. Ehlers will provide a final resolution for approval at the meeting if the bond can be reduced due to premium offered as part of the sale and with all the details of the sale. A listing of the funding sources for this project is attached as "Exhibit A."

With the Council's approval of the call for sale of the bonds, City staff and Ehlers took the next steps in the issuance process which included a due diligence and Standard & Poor's bond rating call. The City's current bond rating of AA+ was confirmed by Standard & Poor's on June 10, 2025. The report states that the City's strong credit is supported by strong management team and reserve levels.

The bonds are being sold on June 16, 2025 - the day of the City Council meeting. Todd Hagen from Ehlers will attend the council meeting and make a presentation to the Council of the sale.

ATTACHMENTS:

1. Resolution No. 2025-165 Authorizing Issuance and Sale of Bonds
2. 2025A Debt Issuance Breakdown - Exhibit A
3. Ehlers Sale Day Report

FINANCIAL IMPLICATIONS:	**ADVISORY BOARD RECOMMENDATIONS:**
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:

______ Budgeted ______ Non-Budgeted ______ Amendment Required	Personnel Committee: ______ Other: ______

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF WACONIA, MINNESOTA

HELD: June 16, 2025

Pursuant to due call, a regular or special meeting of the City Council of the City of Waconia, Carver County, Minnesota, was duly held at the City Hall on June 16, 2025, at 6:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of $8,740,000 General Obligation Bonds, Series 2025A.

The following members were present:

and the following were absent:

Member COLEMAN introduced the following resolution and moved its adoption:

RESOLUTION NO. 2025-165

RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF $8,740,000 GENERAL OBLIGATION BONDS, SERIES 2025A, PLEDGING FOR THE SECURITY THEREOF NET REVENUES, SPECIAL ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Waconia, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue $8,740,000 General Obligation Bonds, Series 2025A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475; and

1. Chapter 429 to finance various public improvements (the "Improvements"); and

2. Section 444.075 to finance improvements to the municipal water and storm water systems (the "Utility Projects"); and

3. Section 115.46 to finance improvements to the municipal sanitary sewer system (the "Sanitary Sewer Projects"); and

4. Section 412.301 to finance the acquisition of capital equipment for the City (the "Equipment"); and

B. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, pursuant to the procedural requirements of Minnesota Statutes, Chapter 429; and

C. WHEREAS, the City owns and operates a municipal water system (the "Water System"), a storm water system (the "Storm Water System," and together with the Water System, the "System") and a sanitary sewer system (the "Sanitary Sewer System") as separate revenue producing public utilities; and

D. WHEREAS, the net revenues of the Water System and the Sanitary Sewer System are pledged to the payment of the principal and interest of the City's outstanding (1) General Obligation Bonds, Series 2018A, in the original principal amount $1,654,000, of which a portion was designated the "Water Portion" and another portion was designated the "Sanitary Sewer Portion" of General Obligation Bonds, Series 2018A, dated September 12, 2018; and (2) General Obligation Water and Sewer Revenue Refunding Bonds, Series 2020B, in the original principal amount of $4,515,000, dated December 10, 2020 (together, the "Outstanding Water and Sanitary Sewer Bonds"), and

E. WHEREAS, the net revenues of the System are pledged to the payment of the principal and interest of the City's outstanding (1) $9,650,000 original principal amount, of which a portion was designated the "Revenue Portion," of General Obligation Bonds, Series 2015A, dated July 9, 2015; (2) $4,515,000 original principal amount, of which a portion was designated the "Utility Revenue Portion," of General Obligation Bonds, Series 2019A, dated August 22, 2019; (3) $4,755,000 original principal amount, of which a portion was designated the "Water and Storm Sewer Portion," of General Obligation Bonds, Series 2020A, dated September 3, 2020; (4) $7,215,000 original principal amount, of which a portion was designated the "Utility Revenue Portion," of General Obligation Bonds, Series 2021A, dated December 2, 2021; (5) $17,630,000 original principal amount, of which a portion was designated the "Utility Revenue Portion," of General Obligation Bonds, Series 2022A, dated October 6, 2022; (6) General Obligation Bonds, Series 2023A, in the original principal amount of $3,925,000, of which a portion was designated the "Utility Revenue Portion," dated June 1, 2023; and (7) General Obligation Bonds, Series 2024A, in the original principal amount of $6,080,000, of which a portion was designated the "Utility Revenue Portion," dated May 23, 2024 (collectively, the "Outstanding System Bonds"); and

F. WHEREAS, each item of Equipment to be financed by the Equipment Portion of the Bonds, as hereinafter defined, has an expected useful life at least as long as the term of the Equipment Portion of the Bonds; and

G. WHEREAS, the principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the estimated market value of the taxable property in the City ($2,425,052,200 times 0.25% is $6,062,631); and

H. WHEREAS, the City has retained Ehlers and Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

I. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Administrator, or designee, at the offices of Ehlers at 11:00 A.M. this same day pursuant to the Preliminary Official Statement for the Bonds, dated June 5, 2025; and

J. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The proposal of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds in accordance with the Preliminary Official Statement, at the rates of interest hereinafter set forth, and to pay therefor the sum of $9,327,534.22, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted and the Bonds are hereby awarded to the Purchaser. The Finance Director is directed to retain the deposit of the Purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated July 1, 2025, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of $5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2027	$695,000	2032	$885,000
2028	735,000	2033	930,000
2029	770,000	2034	980,000
2030	805,000	2035	1,025,000
2031	850,000	2036	1,065,000

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The aggregate principal amount of $2,210,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Improvements (the "Improvement Portion); the aggregate principal amount of $2,075,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Utility Projects (the "Utility Revenue Portion"); the aggregate principal amount of $2,775,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Sanitary Sewer Projects (the "Sanitary Sewer Portion"); and the aggregate principal amount of $1,680,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Equipment (the "Equipment Portion"):

Year	Improvement Portion	Utility Revenue Portion	Sanitary Sewer Portion	Equipment Portion	Total Amount
2027	$175,000	$165,000	$220,000	$135,000	$695,000
2028	185,000	175,000	235,000	140,000	735,000
2029	195,000	185,000	245,000	145,000	770,000

Year	Improvement Portion	Utility Revenue Portion	Sanitary Sewer Portion	Equipment Portion	Total Amount
2030	205,000	190,000	255,000	155,000	805,000
2031	215,000	200,000	270,000	165,000	850,000
2032	225,000	210,000	280,000	170,000	885,000
2033	235,000	220,000	295,000	180,000	930,000
2034	245,000	235,000	310,000	190,000	980,000
2035	260,000	245,000	325,000	195,000	1,025,000
2036	270,000	250,000	340,000	205,000	1,065,000

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, including the levy of taxes, the prepayment may be allocated to any portion of debt service in such amounts as the City shall determine. If the source of the prepayment is special assessments pledged to and taxes levied for the Improvements, the prepayment shall be allocated to the Improvement Portion of debt service. If the source of a prepayment is excess net revenues of the System pledged to the Utility Projects, the prepayment shall be allocated to the Utility Revenue Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the

Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Improvement Portion of the Bonds shall provide funds to finance the Improvements. The Utility Revenue Portion of the Bonds shall provide funds to finance the Utility Projects. The Sanitary Sewer Portion of the Bonds shall provide funds for the Sanitary Sewer Projects. The Equipment Portion of the Bonds shall provide funds to finance the acquisition of the Equipment. The Improvements, the Utility Projects, the Sanitary Sewer Projects and the

Equipment are herein referred to collectively as the Project. The total cost of the Project which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2026, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2027	5.00%	2032	5.00%
2028	5.00	2033	5.00
2029	5.00	2034	5.00
2030	5.00	2035	4.00
2031	5.00	2036	4.00

5. Redemption. All Bonds maturing on February 1, 2034 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2033, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered Holder of the Bonds not more than sixty (60) days and not fewer thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Bond Trust Services Corporation, in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and any successor Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor-paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the form set forth on Exhibit B attached hereto.

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form set forth on Exhibit B attached hereto, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of July 1, 2025. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15^{th}) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving

payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2025A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account for the Water System and the Operation and Maintenance for the Storm Water System (together, the "Operation and Maintenance Accounts") heretofore established by the City shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution(s) establishing the Operation and Maintenance Accounts shall constitute or are referred to as "net revenues" until the Utility Revenue Portion of the Bonds have been paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

(a) Capital Account. To the Capital Account shall be credited the proceeds of the sale of the Bonds, less capitalized interest, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. From the Capital Account there shall be paid all costs and expenses of making the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the receipt of the collection of taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project, there shall remain any unexpended balance in the Capital Account, the balance (other than any special assessments) may be transferred to the Debt Service Account provided that any funds attributable to the Improvement Portion of the Bonds may be transferred to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Capital Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. There shall be maintained four separate subaccounts in the Debt Service Account to be designated the "Improvement Debt Service Subaccount," the "Utility Revenue Debt Service Subaccount," the "Sanitary Sewer Debt Service Subaccount," and the "Equipment Debt Service Subaccount." There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvement Debt Service Subaccount. To the Improvement Debt Service Subaccount there shall be credited: (1) capitalized interest in the amount of $61,366.67 (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest on the Improvement Portion of the Bonds on or before February 1, 2026); (2) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Capital Account and not already spent as permitted above and required to pay any principal and interest due on the Improvement Portion of the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (3) all collections of taxes herein and hereinafter levied for the payment of the Improvement Portion of the Bonds and interest thereon; (4) a pro rata share of all funds remaining in the Capital Account after completion of the Improvements and payment of the costs thereof; (5) all investment earnings on funds held in the Improvement Debt Service Subaccount; and (6) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvement Debt Service Subaccount. The amount of any surplus remaining in the Improvement Debt Service Subaccount when the Improvement Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Improvement Debt Service Subaccount shall be used solely to pay the principal and interest on the Improvement Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(ii) Utility Revenue Debt Service Subaccount. To the Utility Revenue Debt Service Subaccount there shall be credited: (1) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the Utility Revenue Debt Service Subaccount, sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Utility Revenue Portion of the Bonds; (2) all collections of taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Utility Revenue Portion of the Bonds are insufficient therefore; (3) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (4) all investment earnings on funds held in the Utility Revenue Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Utility Revenue Debt Service Subaccount. The amount of any surplus remaining in the Utility Revenue Debt Service Subaccount when the Utility Revenue Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Utility Revenue Debt Service Subaccount shall be used solely to pay the principal and interest on the Utility Revenue Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(iii) Sanitary Sewer Debt Service Subaccount. To the Sanitary Sewer Debt Service Subaccount there shall be credited: (1) available funds of the City in the amount of $77,058.33 which is sufficient to pay interest due on the Sanitary Sewer Portion of the

Bonds on or before February 1, 2026; (2) all collections of taxes which herein or hereafter levied for the payment of the principal and interest on the Sanitary Sewer Portion of the Bonds; (3) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (4) all investment earnings on funds held in the Sanitary Sewer Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Sanitary Sewer Debt Service Subaccount. The amount of any surplus remaining in the Sanitary Sewer Debt Service Subaccount when the Sanitary Sewer Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Sanitary Sewer Debt Service Subaccount shall be used solely to pay the principal and interest on the Sanitary Sewer Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(iv) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (1) capitalized interest in the amount of $46,666,67 (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Equipment Portion of the Bonds on or before February 1, 2026); (2) all collections of taxes herein or hereinafter levied for the payment of the Equipment Portion of the Bonds and interest thereon; (3) a pro rata share of all funds remaining in the Capital Account after completion of the Project and payment of the costs thereof; (4) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The amount of any surplus remaining in the Equipment Debt Service Subaccount when the Equipment Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest on the Equipment Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or $100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Capital Account, Operation and Maintenance Accounts or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Improvement Portion of the Bonds.

(a) Special Assessments. It is hereby determined that no less than twenty percent (20%) of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the special assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the special assessments a valid and binding lien upon such property.

The special assessments have heretofore been authorized. Subject to such adjustments as are required by conditions in existence at the time the assessments are levied, it is hereby determined that the assessments shall be payable in equal, consecutive, annual installments, including both principal and interest, with interest at a rate per annum set forth below:

Improvement Designation	Amount	Levy Years	Collection Years	Rate

See Attached Schedule in Exhibit C

At the time the assessments are in fact levied the City Council shall, based on the then-current estimated collections of the assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Tax Levy. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount

See Attached Schedule in Exhibit C

(c) Coverage Test. The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues herein pledged for the payment of the Improvement Portion of the Bonds, will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Improvement Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Covenants Relating to the Sanitary Sewer Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Sanitary Sewer Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount

See Attached Schedule in Exhibit C

(b) Coverage Test. The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Sanitary Sewer Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Sanitary Sewer Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Sanitary Sewer Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. Covenants Relating to the Utility Revenue Portion of the Bonds.

(a) Sufficiency of Net Revenues. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Utility Revenue Portion of the Bonds and the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the Water System and the Sanitary Sewer System are sufficient to pay when due the principal and interest on the Outstanding Water and Sanitary Sewer Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding System Bonds and the Outstanding Water and the Sanitary Sewer Bonds and shall be applied for that purpose, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Utility Revenue Portion of the Bonds as the same become due. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Utility Revenue Portion of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

(c) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Utility Revenue Portion of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Utility Revenue Portion of the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

19. Covenants Relating to the Equipment Portion of the Bonds; Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Equipment Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Levy Years	Collection Years	Amount

See attached schedule in Exhibit B

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Equipment Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Equipment Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Equipment Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

20. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Utility Revenue Portion of the Bonds, together with other funds irrevocably appropriated to the Utility Revenue Debt Service Subaccount herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

21. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not

be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

22. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Program"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Program; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Program, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of $100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than 18 months after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Program to which the

Reimbursement Expenditure relates is first placed in service, but in no event more than three years after the date of payment of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

23. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Administrator or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

24. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Carver County, Minnesota, together with such other information as the County Auditor shall require, and there shall be obtained from the County Auditor a certificate that the Bonds have been entered in the County Auditor's Bond Register, and that the tax levy required by law has been made.

25. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to bond counsel, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

26. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

27. Tax-Exempt Status of the Bonds; Rebate.

(a) Allocation to the Improvement Portion of the Bonds, the Utility Revenue Portion of the Bonds and the Sanitary Sewer Portion of the Bonds. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Improvement Portion of the Bonds, the Utility Revenue Portion of the Bonds and the Sanitary Sewer Portion of the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Improvement Portion of the Bonds, the Utility Revenue Portion of the Bonds and the Sanitary Sewer Portion of the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 24-month exemption for gross proceeds of the Improvement Portion of the Bonds, the Utility Revenue Portion of the Bonds and the Sanitary Sewer Portion of the Bonds as provided in Section 1.148-7(e) of the Regulations. The Mayor and/or City Administrator and/or Finance Director are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Improvement Portion of the Bonds, the Utility Revenue Portion of the Bonds and the Sanitary Sewer Portion of the Bonds as they deem necessary, appropriate or desirable in connection with the Improvement Portion of the Bonds, the Utility Revenue Portion of the Bonds and the Sanitary Sewer Portion of the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

(b) Allocation to the Equipment Portion of the Bonds. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Equipment Portion of the Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Equipment Portion of the Bonds, and (c) the rebate of excess investment earnings to the United States. The City expects to satisfy the 18-month expenditure exemption for gross proceeds of the Equipment Portion of the Bonds as provided in Section 1.148-7(d) of the Regulations. The Mayor and/or City Administrator and/or Finance Director are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

28. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

(a) the Bonds are issued after August 7, 1986;

(b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2025 will not exceed $10,000,000;

(e) not more than $10,000,000 of obligations issued by the City during this calendar year 2025 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bonds does not exceed $10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

29. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

30. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association, San Francisco, California, on the closing date for further distribution as directed by Ehlers.

31. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

32. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member GRENGS and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: LITFIN, COLEMAN, AND GRENGS.

and the following voted against the same: NONE.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF WACONIA

I, the undersigned, being the duly qualified and acting City Administrator of the City of Waconia, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of $8,740,000 General Obligation Bonds, Series 2025A.

WITNESS my hand on June 16, 2025.

____
City Administrator

EXHIBIT A

PROPOSALS

BID TABULATION

$9,425,000* General Obligation Bonds, Series 2025A

City of Waconia, Minnesota

SALE: June 16, 2025

AWARD: BAIRD

Rating: S&P Global Ratings "AA+" /Stable

Tax Exempt - Bank Qualified

NAME OF INSTITUTION	MATURITY (February 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
BAIRD				$10,058,030.55	3.4441%
Milwaukee, Wisconsin	2027	5.000%	2.850%		
C.L. King & Associates	2028	5.000%	2.850%		
Colliers Securities LLC	2029	5.000%	2.860%		
Edward Jones	2030	5.000%	2.950%		
Fidelity Capital Markets	2031	5.000%	3.020%		
Crews & Associates, Inc.	2032	5.000%	3.110%		
Country Club Bank	2033	5.000%	3.200%		
Oppenheimer & Co.	2034	5.000%	3.310%		
Alliance Global Partners	2035	4.000%	3.480%		
CADZ Securities Inc	2036	4.000%	3.600%		
Celadon Financial Group, LLC					
Isaak Bond Investments, Inc					
Carty, Harding & Hearn, Inc.					
FMS Bonds Inc.					
Midland Securities					
First Southern LLC					
Dinosaur Financial Group					
First Bankers' Banc Securities, Inc.					
Mountainside Securities LLC					
Blaylock Van, LLC					
StoneX Financial Inc.					
Commerce Bank, N.A.					
Caldwell Sutter Capital, Inc.					
ZIONS BANK, Division of ZB, N.A.					

* Subsequent to bid opening the issue size was decreased to $8,740,000.
Adjusted Price: $9,327,534.22 Adjusted Net Interest Cost: $2,030,440.78 Adjusted TIC: 3.4503%

NAME OF INSTITUTION	TRUE INTEREST RATE
PIPER SANDLER & CO. Minneapolis, Minnesota	3.4483%
BROWNSTONE INVESTMENT GROUP, LLC New York, New York	3.4644%
STIFEL, NICOLAUS & COMPANY, INCORPORATED Birmingham, Alabama	3.4664%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	3.4816%
HILLTOPSECURITIES Dallas, Texas	3.5356%
HUNTINGTON SECURITIES, INC Chicago, Illinois	3.6192%

EXHIBIT B

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CARVER COUNTY
CITY OF WACONIA

R-____ $_________

GENERAL OBLIGATION BOND, SERIES 2025A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
______%	February 1, 20__	July 1, 2025	930013

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Waconia, Carver County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2026, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15^{th}) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the

Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2034 and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2033, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of $8,740,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 16, 2025 (the "Resolution"), for the purpose of providing money to finance public improvement projects all within the jurisdiction of the Issuer and the acquisition of capital equipment for the Issuer. This Bond is payable out of the General Obligation Bonds, Series

2025A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of its municipal water system and storm water system (together, the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Utility Revenue Portion of the Bonds, as defined in the Resolution, adequate to pay all principal and interest when due on the Utility Revenue Portion of the Bonds; and that the Issuer will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on Utility Revenue Portion of the Bonds as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Waconia, Carver County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

____

Registrable by: BOND TRUST SERVICES CORPORATION

Payable at: BOND TRUST SERVICES CORPORATION

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION
Roseville, Minnesota
Bond Registrar

By: _________________________
Authorized Signature

CITY OF WACONIA,
CARVER COUNTY, MINNESOTA

/s/ Facsimile
Mayor

s/ Facsimile
City Administrator

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - ___________ as custodian for ______________
(Cust) (Minor)
under the _____________________ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ____ the within Bond and does hereby irrevocably constitute and appoint _________________ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:______________________ ______________________________

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not affect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: ____

____

____

(Include information for all joint owners if the Bond is held by joint account.)

EXHIBIT C

TAX LEVY SCHEDULES

City of Waconia, Minnesota

$1,188,069 General Obligation Bonds, Series 2025A

Assessments

1.0% over TIC - Equal P&I

Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2026	96,908.80	4.450%	52,869.07	149,777.87
12/31/2027	101,221.24	4.450%	48,556.63	149,777.87
12/31/2028	105,725.58	4.450%	44,052.28	149,777.86
12/31/2029	110,430.37	4.450%	39,347.50	149,777.87
12/31/2030	115,344.52	4.450%	34,433.34	149,777.86
12/31/2031	120,477.35	4.450%	29,300.51	149,777.86
12/31/2032	125,838.60	4.450%	23,939.27	149,777.87
12/31/2033	131,438.41	4.450%	18,339.45	149,777.86
12/31/2034	137,287.42	4.450%	12,490.44	149,777.86
12/31/2035	143,396.71	4.450%	6,381.15	149,777.86
Total	**$1,188,069.00**	**-**	**$309,709.64**	**$1,497,778.64**

Significant Dates

Filing Date	1/01/2026
First Payment Date	12/31/2026

City of Waconia, Minnesota

$2,210,000 General Obligation Bonds, Series 2025A
Improvements (429)

Tax Levy Schedule

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P+I	CIF	Net New D/S	P & I @105%	Assessments	Net Levy
2024	2025	2026	61,366.67	(61,366.67)	-	-	-	-
2025	2026	2027	280,200.00	-	280,200.00	294,210.00	149,777.87	144,432.13
2026	2027	2028	281,450.00	-	281,450.00	295,522.50	149,777.87	145,744.63
2027	2028	2029	282,200.00	-	282,200.00	296,310.00	149,777.86	146,532.14
2028	2029	2030	282,450.00	-	282,450.00	296,572.50	149,777.87	146,794.63
2029	2030	2031	282,200.00	-	282,200.00	296,310.00	149,777.86	146,532.14
2030	2031	2032	281,450.00	-	281,450.00	295,522.50	149,777.86	145,744.64
2031	2032	2033	280,200.00	-	280,200.00	294,210.00	149,777.87	144,432.13
2032	2033	2034	278,450.00	-	278,450.00	292,372.50	149,777.86	142,594.64
2033	2034	2035	281,200.00	-	281,200.00	295,260.00	149,777.86	145,482.14
2034	2035	2036	280,800.00	-	20,800.00	294,840.00	149,777.86	145,062.14
Total	**-**	**-**	**$2,871,966.67**	**(61,366.67)**	**$2,550,600.00**	**$2,951,130.00**	**$1,497,778.64**	**$1,453,351.36**

Bond Data

Dated Date	7/01/2025
Call Date	2/01/2033

City of Waconia, Minnesota

$2,775,000 General Obligation Bonds, Series 2025A
Sanitary Sewer (115)

Tax Levy Schedule

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P+I	Available City Funds	Net New D/S	P & I @105%	Net Levy
2024	2025	2026	77,058.33	(77,058.33)	-	-	-
2025	2026	2027	352,100.00	-	352,100.00	369,705.00	369,705.00
2026	2027	2028	356,100.00	-	356,100.00	373,905.00	373,905.00
2027	2028	2029	354,350.00	-	354,350.00	372,067.50	372,067.50
2028	2029	2030	352,100.00	-	352,100.00	369,705.00	369,705.00
2029	2030	2031	354,350.00	-	354,350.00	372,067.50	372,067.50
2030	2031	2032	350,850.00	-	350,850.00	368,392.50	368,392.50
2031	2032	2033	351,850.00	-	351,850.00	369,442.50	369,442.50
2032	2033	2034	352,100.00	-	352,100.00	369,705.00	369,705.00
2033	2034	2035	351,600.00	-	351,600.00	369,180.00	369,180.00
2034	2035	2036	353,600.00	-	353,600.00	371,280.00	371,280.00
Total	**-**	**-**	**$3,606,058.33**	**(77,058.33)**	**$3,529,000.00**	**$3,705,450.00**	**$3,705,450.00**

Bond Data

Dated Date	7/01/2025
Call Date	2/01/2033

City of Waconia, Minnesota

$1,680,000 General Obligation Bonds, Series 2025A

Equipment (410/412)

Tax Levy Schedule

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P+I	CIF	Net New D/S	P & I @105%	Net Levy
2024	2025	2026	46,666.67	(46,666.67)	-	-	-
2025	2026	2027	215,000.00	-	215,000.00	225,750.00	225,750.00
2026	2027	2028	213,250.00	-	213,250.00	223,912.50	223,912.50
2027	2028	2029	211,250.00	-	211,250.00	221,812.50	221,812.50
2028	2029	2030	214,000.00	-	214,000.00	224,700.00	224,700.00
2029	2030	2031	216,250.00	-	216,250.00	227,062.50	227,062.50
2030	2031	2032	213,000.00	-	213,000.00	223,650.00	223,650.00
2031	2032	2033	214,500.00	-	214,500.00	225,225.00	225,225.00
2032	2033	2034	215,500.00	-	215,500.00	226,275.00	226,275.00
2033	2034	2035	211,000.00	-	211,000.00	221,550.00	221,550.00
2034	2035	2036	213,200.00	-	213,200.00	223,860.00	223,860.00
Total	**-**	**-**	**$2,183,616.67**	**(46,666.67)**	**$2,136,950.00**	**$2,243,797.50**	**$2,243,797.50**

Bond Data

Dated Date	7/01/2025
Call Date	2/01/2033

173253159v2

Exhibit "A"

Total 2025 Infrastructure Project Cost & Financing Breakdown

Number	Project	Project Cost	Financing
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Street Portion	$ 2,179,632	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Sidewalk Portion	$ 408,681	429 Special Assessment Bonds (developer contribution)
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Lighting Portion	$ 344,390	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Lighting Portion (Underground Power Lines)	$ 130,000	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Signage Portion/Electric for Trailer	$ 12,500	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Water	$ 862,771	Water Bonds - 444
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Sewer	$ 754,863	Sewer Bonds - 115
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Storm Water	$ 771,953	Storm Water Bonds - 444
2	Rescue Truck - Replacement #1017 (Rescue 11) (2026 Project)	$ 1,135,000	Equipment Certificate
2	Dump Truck with Ice & Snow Equipment - Addition to Fleet	$ 400,000	Equipment Certificate
2	Fleet Garage - Mobile Lift	$ 195,000	Equipment Certificate
3	Utility Oversizing - Falk Property Development - Water Portion	$ 621,000	Water Bonds - 444
3	Utility Oversizing - Falk Property Development - Sewer Portion	$ 2,170,000	Sewer Bonds - 115
	Total 2025 Project Costs:	**$ 9,985,790**	

429 Special Assessment Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Street Portion	$ 2,179,632	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Sidewalk Portion	$ 408,681	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Lighting Portion	$ 344,390	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Lighting Portion (Underground Pole)	$ 130,000	429 Special Assessment Bonds
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Signage Portion/Electric for Trailer	$ 12,500	429 Special Assessment Bonds
	City Cash - Interest Income 2022A	$ (700,000)	Cash Contribution
	Developer Contribution - Sidewalk	$ (65,600)	Cash Contribution
	Developer Contribution - Alley	$ (40,000)	Cash Contribution
	Total 429 Special Assessment Bonds:	**$ 2,269,602.50**	

Water Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Water	$ 862,771	Water Bonds - 444
3	Utility Oversizing - Falk Property Development - Water Portion	$ 621,000	Water Bonds - 444
	Total Water Bonds:	**$ 1,483,771**	

Sewer Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Sewer	$ 754,863	Sewer Bonds - 115
3	Utility Oversizing - Falk Property Development - Sewer Portion	$ 2,170,000	Sewer Bonds - 115
	Total Sewer Bonds:	**$ 2,924,863**	

Storm Water Bonds

Number	Project	Project Cost	Financing
1	Street Reconstruction - Portions of 1st/Olive/2nd Street - Storm Water	$ 771,953	Storm Water Bonds - 444
	Developer Contribution - Stormwater	$ (67,000)	Cash Contribution
	Total Storm Water Bonds:	**$ 704,953**	

Equipment Certificate

Number	Project	Project Cost	Financing
2	Rescue Truck - Replacement #1017 (Rescue 11) (2026 Project)	$ 1,135,000	Equipment Certificate
2	Dump Track with Ice & Snow Equipment - Addition to Fleet	$ 400,000	Equipment Certificate
2	Fleet Garage - Mobile Lift	$ 195,000	Equipment Certificate
	Total Equipment Certificates:	**$ 1,730,000**	

Other Sources

Number	Project	Project Cost	Financing
	City Cash - Interest Income 2022A	$ 700,000	Cash Contribution
	Developer Contributions - Olive & 2nd Street Redevelopment	$ 172,600	Developer Cost Sharing
	Total Other Sources:	**$ 872,600**	

June 16, 2025

SALE DAY REPORT FOR:

City of Waconia, Minnesota

$8,740,000 General Obligation Bonds, Series 2025A

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, MN 55413

Todd Hagen,
Senior Municipal Advisor

Bruce Kimmel,
Senior Municipal Advisor

Keith Dahl,
Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE: The proposed issue includes fixed rate/tax-exempt financing with other available funds, for the construction of various street and utility system improvements; and the acquisition of various capital equipment for the City.

RATING: S&P Global Ratings "AA+" w/Stable Outlook

NUMBER OF BIDS: 7

LOW BIDDER: Baird, Milwaukee, Wisconsin w/27 participants

COMPARISON FROM LOWEST TO HIGHEST BID:
(TIC as bid)

LOW BID: 3.4441%
HIGH BID: 3.6192%

INTEREST DIFFERENCE: $95,040.70

Summary of Sale Results:	
Principal Amount*:	$8,740,000
Underwriter's Discount:	$70,533
Reoffering Premium:	$658,066
True Interest Cost:	3.4503%
Capitalized Interest:	$108,034
Costs of Issuance:	$105,950
Yield:	2.85%-3.60%

NOTES: * After bid opening, the issue size was decreased by $685,000 due to a reduction in the costs of issuance and underwriter's discount, and the receipt of a premium bid.

CLOSING DATE: July 1, 2025

CITY COUNCIL ACTION: Adopt a resolution awarding the sale of $8,740,000 General Obligation Bonds, Series 2025A to Baird.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Sources and Uses of Funds/Updated Debt Service Schedules
- Rating Report
- BBI Graph
- Bond Resolution (Distributed in City Council Packets)

EHLERS
PUBLIC FINANCE ADVISORS

BID TABULATION

$9,425,000* General Obligation Bonds, Series 2025A

City of Waconia, Minnesota

SALE: June 16, 2025

AWARD: BAIRD

Rating: S&P Global Ratings "AA+" /Stable

Tax Exempt - Bank Qualified

NAME OF INSTITUTION	MATURITY (February 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
BAIRD				$10,058,030.55	3.4441%
Milwaukee, Wisconsin	2027	5.000%	2.850%		
C.L. King & Associates	2028	5.000%	2.850%		
Colliers Securities LLC	2029	5.000%	2.860%		
Edward Jones	2030	5.000%	2.950%		
Fidelity Capital Markets	2031	5.000%	3.020%		
Crews & Associates, Inc.	2032	5.000%	3.110%		
Country Club Bank	2033	5.000%	3.200%		
Oppenheimer & Co.	2034	5.000%	3.310%		
Alliance Global Partners	2035	4.000%	3.480%		
CADZ Securities Inc	2036	4.000%	3.600%		
Celadon Financial Group, LLC					
Isaak Bond Investments, Inc					
Carty, Harding & Hearn, Inc.					
FMS Bonds Inc.					
Midland Securities					
First Southern LLC					
Dinosaur Financial Group					
First Bankers' Banc Securities, Inc.					
Mountainside Securities LLC					
Blaylock Van, LLC					
StoneX Financial Inc.					
Commerce Bank, N.A.					
Caldwell Sutter Capital, Inc.					
ZIONS BANK, Division of ZB, N.A.					

* Subsequent to bid opening the issue size was decreased to $8,740,000.
Adjusted Price: $9,327,534.22 Adjusted Net Interest Cost: $2,030,440.78 Adjusted TIC: 3.4503%

NAME OF INSTITUTION	TRUE INTEREST RATE
PIPER SANDLER & CO. Minneapolis, Minnesota	3.4483%
BROWNSTONE INVESTMENT GROUP, LLC New York, New York	3.4644%
STIFEL, NICOLAUS & COMPANY, INCORPORATED Birmingham, Alabama	3.4664%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	3.4816%
HILLTOPSECURITIES Dallas, Texas	3.5356%
HUNTINGTON SECURITIES, INC Chicago, Illinois	3.6192%

City of Waconia, Minnesota

$8,740,000 General Obligation Bonds, Series 2025A

Issue Summary

Total Issue Sources And Uses

Dated 07/01/2025 | Delivered 07/01/2025

	Improvements (429)	Water (444)	Storm Sewer (444)	Sanitary Sewer (115)	Equipment (410/412)	Issue Summary
Sources Of Funds						
Par Amount of Bonds	$2,210,000.00	$1,410,000.00	$665,000.00	$2,775,000.00	$1,680,000.00	$8,740,000.00
Reoffering Premium	166,332.10	106,420.45	49,855.55	208,761.75	126,696.40	658,066.25
Planned Issuer Equity contribution	700,000.00	-	-	-	-	700,000.00
Developer Contribution	105,600.00	-	67,000.00	-	-	172,600.00
Total Sources	**$3,181,932.10**	**$1,516,420.45**	**$781,855.55**	**$2,983,761.75**	**$1,806,696.40**	**$10,270,666.25**
Uses Of Funds						
Total Underwriter's Discount (0.807%)	17,834.76	11,378.74	5,366.57	22,394.32	13,557.64	70,532.03
Costs of Issuance	27,527.67	20,909.83	4,535.98	36,504.43	16,472.09	105,950.00
Deposit to Capitalized Interest (CIF) Fund	61,366.67	-	-	-	46,666.67	108,033.34
Deposit to Project Construction Fund	3,075,203.00	1,484,131.88	771,953.00	2,924,863.00	1,730,000.00	9,986,150.88
Total Uses	**$3,181,932.10**	**$1,516,420.45**	**$781,855.55**	**$2,983,761.75**	**$1,806,696.40**	**$10,270,666.25**

City of Waconia, Minnesota

$8,740,000 General Obligation Bonds, Series 2025A

Issue Summary

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/01/2025	-	-	-	-	-	-	-
02/01/2026	-	-	242,725.00	242,725.00	(108,033.34)	134,691.66	134,691.66
08/01/2026	-	-	208,050.00	208,050.00	-	208,050.00	-
02/01/2027	695,000.00	5.000%	208,050.00	903,050.00	-	903,050.00	1,111,100.00
08/01/2027	-	-	190,675.00	190,675.00	-	190,675.00	-
02/01/2028	735,000.00	5.000%	190,675.00	925,675.00	-	925,675.00	1,116,350.00
08/01/2028	-	-	172,300.00	172,300.00	-	172,300.00	-
02/01/2029	770,000.00	5.000%	172,300.00	942,300.00	-	942,300.00	1,114,600.00
08/01/2029	-	-	153,050.00	153,050.00	-	153,050.00	-
02/01/2030	805,000.00	5.000%	153,050.00	958,050.00	-	958,050.00	1,111,100.00
08/01/2030	-	-	132,925.00	132,925.00	-	132,925.00	-
02/01/2031	850,000.00	5.000%	132,925.00	982,925.00	-	982,925.00	1,115,850.00
08/01/2031	-	-	111,675.00	111,675.00	-	111,675.00	-
02/01/2032	885,000.00	5.000%	111,675.00	996,675.00	-	996,675.00	1,108,350.00
08/01/2032	-	-	89,550.00	89,550.00	-	89,550.00	-
02/01/2033	930,000.00	5.000%	89,550.00	1,019,550.00	-	1,019,550.00	1,109,100.00
08/01/2033	-	-	66,300.00	66,300.00	-	66,300.00	-
02/01/2034	980,000.00	5.000%	66,300.00	1,046,300.00	-	1,046,300.00	1,112,600.00
08/01/2034	-	-	41,800.00	41,800.00	-	41,800.00	-
02/01/2035	1,025,000.00	4.000%	41,800.00	1,066,800.00	-	1,066,800.00	1,108,600.00
08/01/2035	-	-	21,300.00	21,300.00	-	21,300.00	-
02/01/2036	1,065,000.00	4.000%	21,300.00	1,086,300.00	-	1,086,300.00	1,107,600.00
Total	**$8,740,000.00**	-	**$2,617,975.00**	**$11,357,975.00**	**(108,033.34)**	**$11,249,941.66**	-

Significant Dates

Dated	7/01/2025
First available call date	2/01/2033

City of Waconia, Minnesota

$2,210,000 General Obligation Bonds, Series 2025A

Improvements (429)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/01/2025	-	-	-	-	-	-	-
02/01/2026	-	-	61,366.67	61,366.67	(61,366.67)	-	-
08/01/2026	-	-	52,600.00	52,600.00	-	52,600.00	-
02/01/2027	175,000.00	5.000%	52,600.00	227,600.00	-	227,600.00	280,200.00
08/01/2027	-	-	48,225.00	48,225.00	-	48,225.00	-
02/01/2028	185,000.00	5.000%	48,225.00	233,225.00	-	233,225.00	281,450.00
08/01/2028	-	-	43,600.00	43,600.00	-	43,600.00	-
02/01/2029	195,000.00	5.000%	43,600.00	238,600.00	-	238,600.00	282,200.00
08/01/2029	-	-	38,725.00	38,725.00	-	38,725.00	-
02/01/2030	205,000.00	5.000%	38,725.00	243,725.00	-	243,725.00	282,450.00
08/01/2030	-	-	33,600.00	33,600.00	-	33,600.00	-
02/01/2031	215,000.00	5.000%	33,600.00	248,600.00	-	248,600.00	282,200.00
08/01/2031	-	-	28,225.00	28,225.00	-	28,225.00	-
02/01/2032	225,000.00	5.000%	28,225.00	253,225.00	-	253,225.00	281,450.00
08/01/2032	-	-	22,600.00	22,600.00	-	22,600.00	-
02/01/2033	235,000.00	5.000%	22,600.00	257,600.00	-	257,600.00	280,200.00
08/01/2033	-	-	16,725.00	16,725.00	-	16,725.00	-
02/01/2034	245,000.00	5.000%	16,725.00	261,725.00	-	261,725.00	278,450.00
08/01/2034	-	-	10,600.00	10,600.00	-	10,600.00	-
02/01/2035	260,000.00	4.000%	10,600.00	270,600.00	-	270,600.00	281,200.00
08/01/2035	-	-	5,400.00	5,400.00	-	5,400.00	-
02/01/2036	270,000.00	4.000%	5,400.00	275,400.00	-	275,400.00	280,800.00
Total	**$2,210,000.00**	-	**$661,966.67**	**$2,871,966.67**	**(61,366.67)**	**$2,810,600.00**	-

Significant Dates

Dated	7/01/2025
First available call date	2/01/2033

City of Waconia, Minnesota

$2,210,000 General Obligation Bonds, Series 2025A

Improvements (429)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2026	-	-	61,366.67	61,366.67	(61,366.67)	-	-	-	-
02/01/2027	175,000.00	5.000%	105,200.00	280,200.00	-	280,200.00	294,210.00	149,777.87	144,432.13
02/01/2028	185,000.00	5.000%	96,450.00	281,450.00	-	281,450.00	295,522.50	149,777.87	145,744.63
02/01/2029	195,000.00	5.000%	87,200.00	282,200.00	-	282,200.00	296,310.00	149,777.86	146,532.14
02/01/2030	205,000.00	5.000%	77,450.00	282,450.00	-	282,450.00	296,572.50	149,777.87	146,794.63
02/01/2031	215,000.00	5.000%	67,200.00	282,200.00	-	282,200.00	296,310.00	149,777.86	146,532.14
02/01/2032	225,000.00	5.000%	56,450.00	281,450.00	-	281,450.00	295,522.50	149,777.86	145,744.64
02/01/2033	235,000.00	5.000%	45,200.00	280,200.00	-	280,200.00	294,210.00	149,777.87	144,432.13
02/01/2034	245,000.00	5.000%	33,450.00	278,450.00	-	278,450.00	292,372.50	149,777.86	142,594.64
02/01/2035	260,000.00	4.000%	21,200.00	281,200.00	-	281,200.00	295,260.00	149,777.86	145,482.14
02/01/2036	270,000.00	4.000%	10,800.00	280,800.00	-	280,800.00	294,840.00	149,777.86	145,062.14
Total	**$2,210,000.00**	-	**$661,966.67**	**$2,871,966.67**	**(61,366.67)**	**$2,810,600.00**	**$2,951,130.00**	**$1,497,778.64**	**$1,453,351.36**

Significant Dates

Dated	7/01/2025
First Coupon Date	2/01/2026

Yield Statistics

Bond Year Dollars	$14,309.17
Average Life	6.475 Years
Average Coupon	4.6261721%
Net Interest Cost (NIC)	3.5883944%
True Interest Cost (TIC)	3.4501835%
Bond Yield for Arbitrage Purposes	3.2305579%
All Inclusive Cost (AIC)	3.6636491%

City of Waconia, Minnesota

$1,410,000 General Obligation Bonds, Series 2025A

Water (444)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2025	-	-	-	-	-
02/01/2026	-	-	39,170.83	39,170.83	39,170.83
08/01/2026	-	-	33,575.00	33,575.00	-
02/01/2027	110,000.00	5.000%	33,575.00	143,575.00	177,150.00
08/01/2027	-	-	30,825.00	30,825.00	-
02/01/2028	120,000.00	5.000%	30,825.00	150,825.00	181,650.00
08/01/2028	-	-	27,825.00	27,825.00	-
02/01/2029	125,000.00	5.000%	27,825.00	152,825.00	180,650.00
08/01/2029	-	-	24,700.00	24,700.00	-
02/01/2030	130,000.00	5.000%	24,700.00	154,700.00	179,400.00
08/01/2030	-	-	21,450.00	21,450.00	-
02/01/2031	135,000.00	5.000%	21,450.00	156,450.00	177,900.00
08/01/2031	-	-	18,075.00	18,075.00	-
02/01/2032	145,000.00	5.000%	18,075.00	163,075.00	181,150.00
08/01/2032	-	-	14,450.00	14,450.00	-
02/01/2033	150,000.00	5.000%	14,450.00	164,450.00	178,900.00
08/01/2033	-	-	10,700.00	10,700.00	-
02/01/2034	160,000.00	5.000%	10,700.00	170,700.00	181,400.00
08/01/2034	-	-	6,700.00	6,700.00	-
02/01/2035	165,000.00	4.000%	6,700.00	171,700.00	178,400.00
08/01/2035	-	-	3,400.00	3,400.00	-
02/01/2036	170,000.00	4.000%	3,400.00	173,400.00	176,800.00
Total	**$1,410,000.00**	-	**$422,570.83**	**$1,832,570.83**	-

Yield Statistics

Bond Year Dollars	$9,127.50
Average Life	6.473 Years
Average Coupon	4.6296448%
Net Interest Cost (NIC)	3.5883771%
True Interest Cost (TIC)	3.4496604%
Bond Yield for Arbitrage Purposes	3.2305579%
All Inclusive Cost (AIC)	3.7041843%

IRS Form 8038

Net Interest Cost	3.2227632%
Weighted Average Maturity	6.469 Years

City of Waconia, Minnesota

$665,000 General Obligation Bonds, Series 2025A

Storm Sewer (444)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2025	-	-	-	-	-
02/01/2026	-	-	18,462.50	18,462.50	18,462.50
08/01/2026	-	-	15,825.00	15,825.00	-
02/01/2027	55,000.00	5.000%	15,825.00	70,825.00	86,650.00
08/01/2027	-	-	14,450.00	14,450.00	-
02/01/2028	55,000.00	5.000%	14,450.00	69,450.00	83,900.00
08/01/2028	-	-	13,075.00	13,075.00	-
02/01/2029	60,000.00	5.000%	13,075.00	73,075.00	86,150.00
08/01/2029	-	-	11,575.00	11,575.00	-
02/01/2030	60,000.00	5.000%	11,575.00	71,575.00	83,150.00
08/01/2030	-	-	10,075.00	10,075.00	-
02/01/2031	65,000.00	5.000%	10,075.00	75,075.00	85,150.00
08/01/2031	-	-	8,450.00	8,450.00	-
02/01/2032	65,000.00	5.000%	8,450.00	73,450.00	81,900.00
08/01/2032	-	-	6,825.00	6,825.00	-
02/01/2033	70,000.00	5.000%	6,825.00	76,825.00	83,650.00
08/01/2033	-	-	5,075.00	5,075.00	-
02/01/2034	75,000.00	5.000%	5,075.00	80,075.00	85,150.00
08/01/2034	-	-	3,200.00	3,200.00	-
02/01/2035	80,000.00	4.000%	3,200.00	83,200.00	86,400.00
08/01/2035	-	-	1,600.00	1,600.00	-
02/01/2036	80,000.00	4.000%	1,600.00	81,600.00	83,200.00
Total	**$665,000.00**	-	**$198,762.50**	**$863,762.50**	-

Yield Statistics

Bond Year Dollars	$4,297.92
Average Life	6.463 Years
Average Coupon	4.6246243%
Net Interest Cost (NIC)	3.5894954%
True Interest Cost (TIC)	3.4515594%
Bond Yield for Arbitrage Purposes	3.2305579%
All Inclusive Cost (AIC)	3.5682639%

IRS Form 8038

Net Interest Cost	3.2250067%
Weighted Average Maturity	6.459 Years

City of Waconia, Minnesota

$2,775,000 General Obligation Bonds, Series 2025A

Sanitary Sewer (115)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2025	-	-	-	-	-
02/01/2026	-	-	77,058.33	77,058.33	77,058.33
08/01/2026	-	-	66,050.00	66,050.00	-
02/01/2027	220,000.00	5.000%	66,050.00	286,050.00	352,100.00
08/01/2027	-	-	60,550.00	60,550.00	-
02/01/2028	235,000.00	5.000%	60,550.00	295,550.00	356,100.00
08/01/2028	-	-	54,675.00	54,675.00	-
02/01/2029	245,000.00	5.000%	54,675.00	299,675.00	354,350.00
08/01/2029	-	-	48,550.00	48,550.00	-
02/01/2030	255,000.00	5.000%	48,550.00	303,550.00	352,100.00
08/01/2030	-	-	42,175.00	42,175.00	-
02/01/2031	270,000.00	5.000%	42,175.00	312,175.00	354,350.00
08/01/2031	-	-	35,425.00	35,425.00	-
02/01/2032	280,000.00	5.000%	35,425.00	315,425.00	350,850.00
08/01/2032	-	-	28,425.00	28,425.00	-
02/01/2033	295,000.00	5.000%	28,425.00	323,425.00	351,850.00
08/01/2033	-	-	21,050.00	21,050.00	-
02/01/2034	310,000.00	5.000%	21,050.00	331,050.00	352,100.00
08/01/2034	-	-	13,300.00	13,300.00	-
02/01/2035	325,000.00	4.000%	13,300.00	338,300.00	351,600.00
08/01/2035	-	-	6,800.00	6,800.00	-
02/01/2036	340,000.00	4.000%	6,800.00	346,800.00	353,600.00
Total	**$2,775,000.00**	-	**$831,058.33**	**$3,606,058.33**	-

Yield Statistics

Bond Year Dollars	$17,963.75
Average Life	6.473 Years
Average Coupon	4.6263076%
Net Interest Cost (NIC)	3.5888436%
True Interest Cost (TIC)	3.4506211%
Bond Yield for Arbitrage Purposes	3.2305579%
All Inclusive Cost (AIC)	3.6762219%

IRS Form 8038

Net Interest Cost	3.2241036%
Weighted Average Maturity	6.469 Years

City of Waconia, Minnesota

$1,680,000 General Obligation Bonds, Series 2025A

Equipment (410/412)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/01/2025	-	-	-	-	-	-	-
02/01/2026	-	-	46,666.67	46,666.67	(46,666.67)	-	-
08/01/2026	-	-	40,000.00	40,000.00	-	40,000.00	-
02/01/2027	135,000.00	5.000%	40,000.00	175,000.00	-	175,000.00	215,000.00
08/01/2027	-	-	36,625.00	36,625.00	-	36,625.00	-
02/01/2028	140,000.00	5.000%	36,625.00	176,625.00	-	176,625.00	213,250.00
08/01/2028	-	-	33,125.00	33,125.00	-	33,125.00	-
02/01/2029	145,000.00	5.000%	33,125.00	178,125.00	-	178,125.00	211,250.00
08/01/2029	-	-	29,500.00	29,500.00	-	29,500.00	-
02/01/2030	155,000.00	5.000%	29,500.00	184,500.00	-	184,500.00	214,000.00
08/01/2030	-	-	25,625.00	25,625.00	-	25,625.00	-
02/01/2031	165,000.00	5.000%	25,625.00	190,625.00	-	190,625.00	216,250.00
08/01/2031	-	-	21,500.00	21,500.00	-	21,500.00	-
02/01/2032	170,000.00	5.000%	21,500.00	191,500.00	-	191,500.00	213,000.00
08/01/2032	-	-	17,250.00	17,250.00	-	17,250.00	-
02/01/2033	180,000.00	5.000%	17,250.00	197,250.00	-	197,250.00	214,500.00
08/01/2033	-	-	12,750.00	12,750.00	-	12,750.00	-
02/01/2034	190,000.00	5.000%	12,750.00	202,750.00	-	202,750.00	215,500.00
08/01/2034	-	-	8,000.00	8,000.00	-	8,000.00	-
02/01/2035	195,000.00	4.000%	8,000.00	203,000.00	-	203,000.00	211,000.00
08/01/2035	-	-	4,100.00	4,100.00	-	4,100.00	-
02/01/2036	205,000.00	4.000%	4,100.00	209,100.00	-	209,100.00	213,200.00
Total	**$1,680,000.00**	-	**$503,616.67**	**$2,183,616.67**	**(46,666.67)**	**$2,136,950.00**	-

Significant Dates

Dated	7/01/2025
First available call date	2/01/2033

City of Waconia, Minnesota

$1,188,069 General Obligation Bonds, Series 2025A
Assessments
1.0% over TIC - Equal P&I

Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2026	96,908.80	4.450%	52,869.07	149,777.87
12/31/2027	101,221.24	4.450%	48,556.63	149,777.87
12/31/2028	105,725.58	4.450%	44,052.28	149,777.86
12/31/2029	110,430.37	4.450%	39,347.50	149,777.87
12/31/2030	115,344.52	4.450%	34,433.34	149,777.86
12/31/2031	120,477.35	4.450%	29,300.51	149,777.86
12/31/2032	125,838.60	4.450%	23,939.27	149,777.87
12/31/2033	131,438.41	4.450%	18,339.45	149,777.86
12/31/2034	137,287.42	4.450%	12,490.44	149,777.86
12/31/2035	143,396.71	4.450%	6,381.15	149,777.86
Total	**$1,188,069.00**	-	**$309,709.64**	**$1,497,778.64**

Significant Dates

Filing Date	1/01/2026
First Payment Date	12/31/2026

Research Update:

Waconia, MN Series 2025A GO Bonds Assigned 'AA+' Rating; Outlook Stable

June 10, 2025

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Overview

- S&P Global Ratings assigned its 'AA+' rating to Waconia, Minn.'s roughly $9.4 million series 2025A general obligation (GO) bonds based on the application of its "Methodology For Rating U.S. Governments" criteria, Sept. 9, 2024.
- At the same time, we affirmed our 'AA+' rating on the city's existing GO bonds.
- The outlook is stable.

Rationale

Security

Securing the 2025A bonds is a GO pledge of Waconia's full-faith-and-credit ad valorem property taxes without limitation as to rate or amount. The intended payment source of the bonds is a combination of special assessments levied against benefited properties and net utility revenue. We rate the city's GO debt to its general creditworthiness because we have insufficient information to rate to other security types under our criteria. Proceeds will finance city-wide improvements and equipment purchases.

Credit highlights

Waconia benefits from its proximity to the Twin Cities metro area, which supports its rapidly growing economy and strong net tax capacity. City officials report stability in larger taxpayers and employers, along with continued commercial and retail development. Spurring recent assessed valuation growth is new construction that we anticipate will continue given the county's significantly strong growth rate, which outpaces that of both Minnesota and the U.S.

Further supporting the rating is Waconia's forward-looking management team, which has historically maintained nominally healthy and overall stable reserves. The city's general fund outperformed in fiscal year 2024 given strong tax collections and higher-than-anticipated building permit revenue. Officials are budgeting for a 2% deficit in fiscal 2025 as a result of a planned spenddown to better align with its formal reserve policy; however, given the conservative nature of city estimates, actual results are likely to be favorable compared to the budget. We anticipate unassigned reserves will remain level after the planned draw, as the city communicates strong commitment to remain in compliance with its formal fund balance policy of maintaining at least 40% of general fund expenditures (less annual transfers).

Although Waconia's debt burden remains a rating constraint, debt service being supported by the city's enterprises helps mitigate some of this risk. As the city continues to grow, officials plan to continue to issue new debt on an annual basis. We expect fixed costs from pension and other postemployment benefits (OPEB) to remain manageable, supporting our belief that the city will be able to handle any fixed costs associated with the growth.

The rating reflects our assessment of the city's:

- Attractive location given its proximity to the Twin Cities, which has led to rapid growth that is expected to continue exceeding state and national rates;
- Forward-looking management that incorporates robust long-term planning into its budget; regular financial monitoring and reporting to the council with adjustments made regularly to address changes throughout the year; and well-defined policies that go beyond state limitations in areas such as debt and investment diversification, arbitrage monitoring, and reporting;
- Sustained maintenance of healthy reserve levels despite management's strategic use of reserves in upcoming years; we believe available reserves will remain in line with management's formal policy that the unassigned general fund balance should never fall below 40% of operating expenditures; and
- Elevated debt profile, reflecting the capital needs of a growing community. The city has gross direct debt of $53 million, with current plans to issue up to $6 million in 2026 that we do not believe will materially affect the debt profile given the rate of amortization. Slightly offsetting debt pressure is its limited exposure to pension and other postemployment benefits (OPEB) liabilities, with low per capita net pension liabilities and current retirement-benefit costs that, while growing, will likely remain a small share of the city's budget, in our view.
- For more information on our institutional framework assessment for Minnesota municipalities, see "Institutional Framework Assessment: Minnesota Local Governments," Sept. 10, 2024 on RatingsDirect.

Environmental, social, and governance

We consider Waconia's environmental and governance factors neutral in our credit rating analysis. We view the city's social capital factor as positive based on its rapidly rising population, which has led to robust development and tax base growth over the last five years and provided underlying economic strength while ensuring positive local revenues relative to any population stagnation or loss experienced.

Outlook

The stable outlook reflects our views of the growing tax base, stable reserves, and liquidity that we expect will persist, as well as budgetary management supported by robust planning and practices. Therefore, we do not expect to change the ratings within the two-year outlook period.

Downside scenario

If Waconia's financial performance deteriorates significantly, leading to sustained decreases in reserves, we could lower the ratings. The rating could also be lowered if debt service carrying charges were to increase to a level that weakens financial performance and potentially our view of management.

Upside scenario

We could raise the rating if the city experiences significant growth in either its available reserves or underlying economic metrics, and if its debt burden becomes more in line with that of higher-rated peers.

Waconia, Minnesota--Credit summary

Institutional framework (IF)	1
Individual credit profile (ICP)	2.20
Economy	2.5
Financial performance	2
Reserves and liquidity	1
Management	1.00
Debt and liabilities	4.50

Waconia, Minnesota--Key credit metrics

	Most recent	2024	2023	2022
Economy				
Real GCP per capita % of U.S.	81	--	81	83
County PCPI % of U.S.	134	--	134	134
Market value ($000s)	2,570,672	2,482,412	2,314,000	1,956,511
Market value per capita ($)	188,190	181,729	169,400	144,777
Top 10 taxpayers % of taxable value	9.3	8.3	7.7	8.6
County unemployment rate (%)	2.7	2.6	2.4	2.0
Local median household EBI % of U.S.	138	--	138	141
Local per capita EBI % of U.S.	117	--	117	127
Local population	13,660	--	13,660	13,514
Financial performance				
Operating fund revenues ($000s)	--	10,808	9,755	9,124
Operating fund expenditures ($000s)	--	8,755	7,459	9,332
Net transfers and other adjustments ($000s)	--	(1,732)	(1,756)	--
Operating result ($000s)	--	321	540	(208)
Operating result % of revenues	--	3.0	5.5	(2.3)
Operating result three-year average %	--	2.1	4.0	4.9
Reserves and liquidity				
Available reserves % of operating revenues	--	38.2	38.5	41.8
Available reserves ($000s)	--	4,129	3,754	3,811

Waconia, Minnesota--Key credit metrics

	Most recent	2024	2023	2022
Economy				
Debt and liabilities				
Debt service cost % of revenues	--	27.0	28.1	26.8
Net direct debt per capita ($)	--	3,869	3,870	4,059
Net direct debt ($000s)	--	52,847	52,863	54,850
Direct debt 10-year amortization (%)	--	53	--	--
Pension and OPEB cost % of revenues	--	2.0	2.0	2.0
NPLs per capita ($)	--	120	173	222
Combined NPLs ($000s)	--	1,637	2,364	3,002

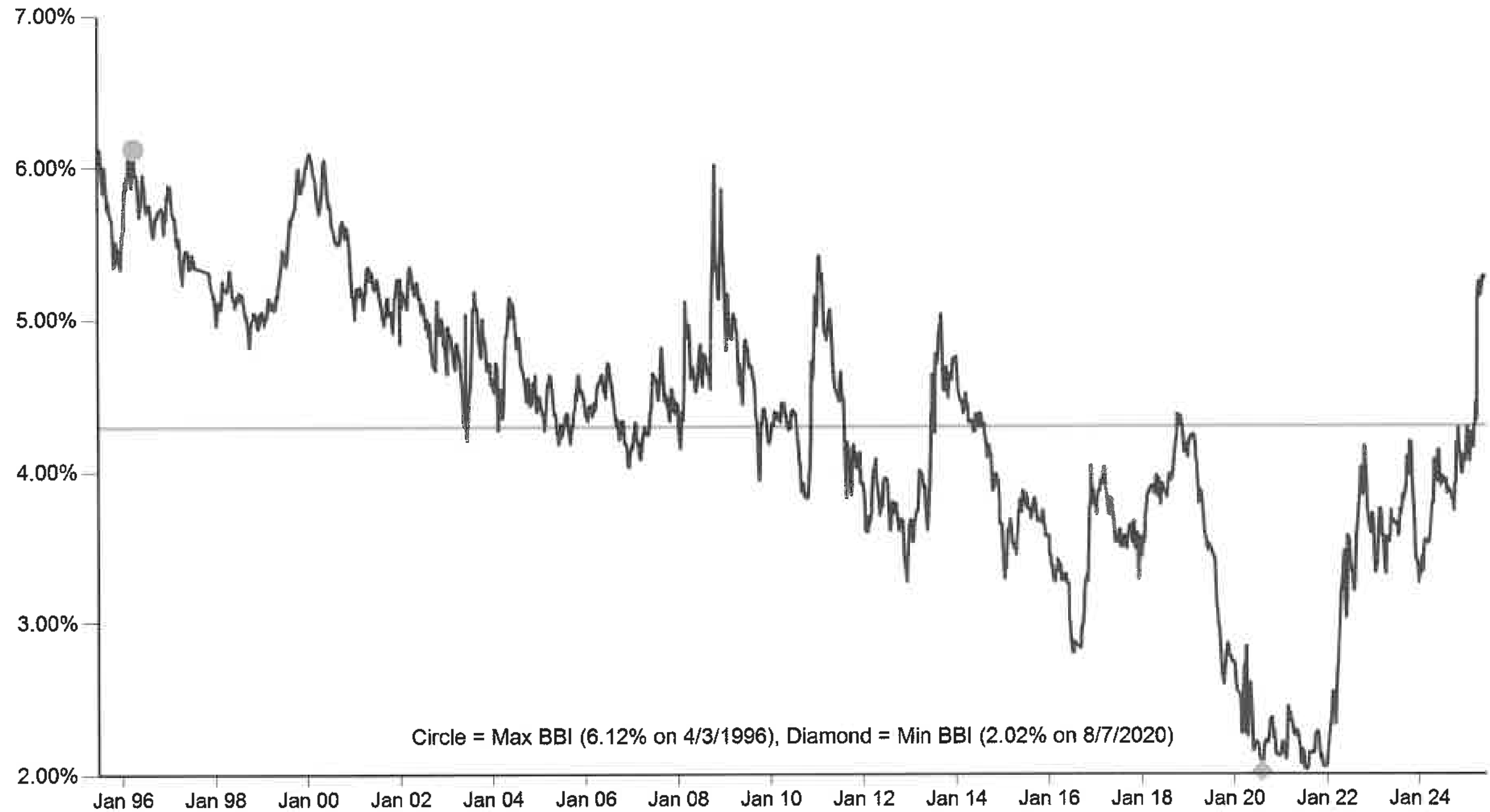
Financial data may reflect analytical adjustments and are sourced from issuer audit reports or other annual disclosures. Economic data is generally sourced from S&P Global Market Intelligence, the Bureau of Labor Statistics, Claritas, and issuer audits and other disclosures. Local population is sourced from Claritas. Claritas estimates are point in time and not meant to show year-over-year trends. GCP--Gross county product. PCPI--Per capita personal income. EBI--Effective buying income. OPEB--Other postemployment benefits. NPLs--Net pension liabilities.

Ratings List	
New Issue Ratings	
US$9.425 mil GO bnds ser 2025A dtd 07/01/2025 due 02/01/2036	
Long Term Rating	AA+/Stable
Ratings Affirmed	
Local Government	
Waconia, MN Unlimited Tax General Obligation	AA+/Stable
Waconia, MN Unlimited Tax General Obligation and Special Assessments	AA+/Stable
Waconia, MN Unlimited Tax General Obligation and Water and Sewer System	AA+/Stable
Waconia, MN Unlimited Tax General Obligation, Water and Sewer System, and Special Assessments	AA+/Stable
Waconia, MN Unlimited Tax General Obligation, Water, Sewer, and Storm Water Systems, Special Assessments, and Tax Abatement Revenues	AA+/Stable
Waconia, MN Unlimited Tax General Obligation, Water, Sewer, and Storm Water Systems, and Tax Abatement Revenues	AA+/Stable

The ratings appearing below the new issues represent an aggregation of debt issues (ASID) associated with related maturities. The maturities similarly reflect our opinion about the creditworthiness of the U.S. Public Finance obligor's legal pledge for payment of the financial obligation. Nevertheless, these maturities may have different credit ratings than the rating presented next to the ASID depending on whether or not additional legal pledge(s) support the specific maturity's payment obligation, such as credit enhancement, as a result of defeasance, or other factors.

30 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates June, 1995 - June, 2025



30 Year BBI Average (4.29%) — BBI (Current: 5.27%)

The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS PUBLIC FINANCE ADVISORS

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	9.2. Variance - 1517 Sparrow Road
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-166 approving a variance to construct an 8-foot by 12-foot deck within the 30-foot rear yard setback for the property located at 1517 Sparrow Road.

EXPLANATION OF AGENDA ITEM:

BACKGROUND

Applicants/Owners: Brian & Rochele Williams
Address: 1517 Sparrow Rd
PID# 752920480
Zoning: R-1 Single-Family Residential District

REQUEST:

The city has received a variance application from Brian & Rochele Williams for the property located at 1517 Sparrow Rd to construct an 8-foot by 12-foot deck at the rear of their residence. The proposed deck would encroach into the required 30-foot rear yard setback. The applicant has indicated that the variance is necessary due to the location of an existing second-level sliding glass door that leads directly to the backyard. The applicant notes that a larger 12x15 deck was shown in the 2006 proposed house survey, and they are now seeking approval for a reduced version to safely access the backyard from the existing door.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05.2 – R-1 Single-Family Residential District, Subd. 7.e – Minimum yards
2. Section 900.12- Administration, Enforcement and Procedures, Subd. 4 - Variances

VARIANCE REVIEW CRITERIA:

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

1. Is the Variance in harmony with the purpose and intent of the ordinance
2. Is the Variance consistent with the Comprehensive Plan?
3. Does the proposal put the property to use in a reasonable manner?
4. Are there unique circumstances to the property not created by the landowner?
5. Will the Variance, if granted, alter the essential character of the locality?

State Statue specifically notes that economic considerations alone cannot create a practical difficulty. Whereas, practical difficulties exist only when the three statutory factors are met (1. Reasonableness, 2. Uniqueness, and 3. Essential character)

VARIANCE ANALYSIS:
The subject property currently includes an existing principal structure with a second story sliding glass door located at the rear of the house, approximately 4 feet above ground level. A structural header is already in place where a deck would be attached. A 2006 survey submitted to the city included a proposed 12 ft. by 15 ft. deck in this same location. The back-left corner of the house is set back exactly 30 feet from the rear property line.

The applicant is proposing to construct a smaller 8 ft. by 12 ft. deck with stairs going down on the right side. The deck would be connected to the existing sliding glass door and located at the rear of the house. Since decks are considered part of the principal structure, a portion of the new deck would have a setback of approximately 22 feet, which requires a variance.

PLANNING CONSIDERATIONS:

1. Minnesota State Statute Sec. 394.27 Subd. 7. states: " The board of adjustment may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance."
2. The construction of an 8 ft. by 12 ft. deck that would be connected to the existing sliding glass door and located at the rear of the house. Allowing a portion of the new deck to have a setback of approximately 22 feet.

PUBLIC NOTICE/COMMENT:
The notice was published in the WACONIA PATRIOT on May 22nd, 2025, and posted at Waconia City Hall. Individual notices were mailed to all property owners within 350 feet of the subject parcel. As of the date and time of this report, the City has received no public comment regarding the proposed variance.

RECOMMENDATION:
The Planning Commission, at their regular meeting on June 5th, 2025, held the public hearing, took all public comment, and reviewed the Variance application based upon the Variance Criteria stated above and the information provided. The Planning Commission recommended approval of the reduced rear yard setback to allow construction of an 8 ft. x 12 ft. deck for the property located at 1517 Sparrow Road via a 4-0 vote.

ATTACHMENTS:
1. Resolution No. 2025-166 Approve Variance 1517 Sparrow Road
2. Location Map
3. Public Hearing Notice
4. Applicant Narrative
5. Aerial View

6. Images Proposed Deck Location
7. Original 2006 Survey

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Budget Information: __________Budgeted __________Non-Budgeted __________Amendment Required	Planning Commission: Recommendation of approval via a 4-0 vote at their regular meeting on June 5th, 2025
	Park Board:
	Personnel Committee:
	Other:

CITY OF WACONIA
RESOLUTION 2025-166

A RESOLUTION APPROVING A VARIANCE
FOR THE PROPERTY LOCATED AT 1517 SPARROW ROAD

WHEREAS, Brian & Rochele William**s** (the **"Applicants"**), have submitted a Variance application for the property located at 1517 Sparrow Road (the **"Property"**) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is described as Lot 1, Block 8, OAKPOINTE 2^{ND} ADDITION and identified as PID# 752920480; and

WHEREAS, the City received a variance application from the Applicants to construct an attached 8-foot by 12-foot deck at the rear of their residence. The proposed deck would encroach into the required 30-foot rear yard setback in the R-1 Single Family District; and

WHEREAS, the Planning Commission, at their regular meeting on June 5^{th}, 2025, reviewed the pertinent information and recommended approval of the proposed Variance application via a 4-0 vote with the following conditions:

1. The applicant shall complete a building permit application review and issuance prior to construction.

WHEREAS, the City Council finds and concludes:

1. The proposed improvements do not alter the essential character of the locality as nearly all of the homes in the area have attached rear decks.
2. The variance is in harmony with the purposes and intent of the ordinance because the proposed deck provides safe access from an existing second-story door and respects the overall character of the neighborhood.
3. The applicant's request is reasonable because the proposed 8 ft. by 12 ft. deck is a reduced version of a previously contemplated 12 ft. by 15 ft. deck and addresses safety and functional access to the backyard from the existing door.
4. The variance has unique circumstances because the second level sliding glass door and existing structural header were part of the original home design, making the need for a deck in this location practical and necessary for safe access.
5. The property and site improvements are unique based on the size of the parcel and the orientation of the home on the site, which has caused limited area for the reasonable location of an attached deck on the home.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Variance application for Brian & Rochele William**s** to construct an attached 8-foot by 12-foot deck at a reduced rear yard setback in the R-1 Single Family District subject to the conditions, findings and recommendations of the Waconia City Council and Planning Commission stated above.

Adopted by the City Council of the City of Waconia on this 16^{th} day of June 2025.

____
Tim Liftin, Mayor

ATTEST: ________________________________
Jackie Schulze, Assistant City Administrator

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May 2025

City of Waconia

201 Vine Street South
Waconia, MN 55387

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CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on June 5th, 2025, at 6:30 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a Variance application submitted by 1517 Sparrow Rd for the property identified as PID# 752920480.

The property owner is requesting a Variance to construct an 8-foot by 12-foot deck at the rear of their residence. The proposed deck would encroach into the required 30-foot rear yard setback, as outlined by the regulations of the R-1 Single-Family Residential Zoning District.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on June 5th, 2025. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

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

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

To the Waconia planning committee and City Council,

Thank you in advance for considering our application for a variance to construct an 8X12 deck on the back of our existing house in the Oakpointe Residential development. I (Rochele) was born and raised in Waconia. Since 1990, my husband (Brian) I have proudly made this our hometown. We chose to raise our family in numerous houses we have owned over the years, all located in Waconia. We were happy to purchase our current home in June of 2023. We are requesting a variance to construct an 8X12 deck on our existing home at 1517 Sparrow Rd.

When purchased, the house already had an existing sliding glass door on the second level (4ft above ground) of the house which leads to the backyard. The rear of the house has a header put where a deck would be connected to the house. The 2006 survey of the proposed house summited to the city had a 12X15 proposed deck on the back of the house. We were informed that we need a variance to construct a deck because of the required 30ft rear setback. The placement of the back left side of the house corner is exactly setback 30ft. The existing sliding glass door placement in the house is at this corner of the house. With the ordinance in mind, we are respectfully only asking to construct a smaller 8X12 deck with steps down on the right side. Because of the placement of the house on the lot, only a small portion of the deck would be in the area of the need for a variance (see the survey where the shaded part of the deck is in need of a variance). Following, is our answers to address the variance review criteria:

1. Is the Variance in harmony with the purposes and intent of the ordinance?

   We believe the variance would be in harmony of the intent of the ordinance because our house is on the lot next to the Oakpointe playground. The lot butts up to the park on both the left side and rear of the house. The property is surrounded by a burm and there are pine trees lining the area between our lot and the park. The ordinance is in place to ensure the homeowner does not impinge on the integrity of the neighborhood. Because of the nature of the lot, the structure would not intrude or interfere with this intent. In the Oakpointe development, close to 100% of the existing homes have decks. When speaking to our neighbors, (Matthew and Rebecca Sonnek) on the right side of our house, they have indicated the construction of the deck would actually enhance the aesthetic beauty of the neighborhood since it looks like a deck belongs there. The area of where the deck would be is already landscaped as if a deck was there (see aerial view of house). Therefore, the variance for a deck would be in harmony with maintaining a well-kept nice neighborhood which is what the ordinance is intending to maintain.

2. Is the Variance consistent with the Comprehensive Plan?

   Oakpointe is a residential development with single family homes. The comprehensive plan for this development has been and will continue to be residential. The Variance for a deck would be consistent with what is expected in residential areas.

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

   The proposed deck would be used as an exit out the rear of the house to the backyard and as a grilling deck. This would be consistent with what is reasonably expected of a deck on a residential home.

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

   The position of the house on the lot was proposed and built by the builder in 2006. We didn't purchase the house until 2023.

Therefore, we had no say whatsoever in the decision to put the house exactly at the 30ft setback which is creating the need for the variance. Also, when we purchased the house, the existing sliding glass door was already part of the structure. The placement of the door is dictating where a deck can be constructed. We are asking for the variance so the sliding glass door can be used as intended.

5. Will the Variance, if granted, alter the essential character of the locality?

   The Variance would not alter the essential character of the locality because the intended use of the location is for residential single-family homes. A deck connected to a house where a sliding glass door already exists would be consistent with what is expected in a residential area.

We would like to thank you again for taking the time to review our Variance application. We appreciate the time it takes for this consideration and respectfully hope you agree that a Variance for a small 8X12 deck is warranted.

Respectfully,

Brian A Williams

Brian and Rochele Williams

Included in this application is the following attachments:

1. A copy of the original summited survey of the proposed house and property for Troy Mattke.
2. A copy of the survey with the proposed size of the deck on the house.
3. An aerial view of the property showing existing landscaping.
4. A drawing of the deck we would like to construct.
5. Pictures of the back of our house.


Existing
Landscape

752920480

Original Survey 12x15 proposed deck

SURVEY FOR: TROT MATTKE

Note: Contours And Grades Per WESTWOOD INC. - GRADING PLAN DATED 5-22-2005

PROPOSED ELEVATIONS MUST COMPLY WITH FINAL GRADING PLAN. BUILDER IS RESPONSIBLE FOR DRAINAGE PATTERNS, ELEVATIONS FOR HOUSE, AND FINAL LOT GRADING.

Bearings are assumed

Subject to easements of record if any

⊙ Denotes set or found iron pipe monuments

⊡ Denotes set wood hub and tack

784.0 Denotes existing elevation

(784.0) Denotes proposed finish grade elevation

Denotes direction of surface drainage

972.5 Proposed garage floor elevation

972.9 Proposed top of block elevation

964.8 Proposed lowest floor elevation

Note: LANDSCAPEING CAN CHANGE DRAINAGE

Note: MINIMUM GRADE FOR DRAINAGE TO RUN ON GRASS IS 2.0%

Scale~1inch=20feet

I hereby certify that this is a true and correct representation of a survey of the boundaries of Lot 1, Block 8, OAK POINTE 2ND ADDITION, CARVER County, Minnesota as on file and of record in the Office of the County Recorder in and for said County, also showing the proposed location of a house as staked thereon.

That I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.

Dated: AUGUST 30, 2006

REVISED: SEPTEMBER 7, 2006

Allan R. Hastings
Minnesota Registration No. 17009
212 First Avenue E.
Suite No. C
Shakopee, Minnesota 55379
Phone 952 445 4027

NOTE: NO TITLE OPINION FURNISHED TO DATE.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	9.3. Variance - ACPI Wood Products at 231/233 Industrial Blvd.
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-167 approving the variance to reduce the existing parking on the subject property by two (2) spaces to allow for a new external dust collector on site.

EXPLANATION OF AGENDA ITEM:

BACKGROUND

Applicant: Naman Sanghvi
Owner: ACPI Wood Products, LLC
Address: 231/233 Industrial Blvd.
PID# 754600050
Zoning: I-2, General Industrial District

REQUEST:

The City has received a Variance application from Naman Sangvhi (the "applicant") requesting approval of a variance to reduce the existing parking on the subject property by two (2) spaces to allow for a new external dust collector on site.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05.12. I-2 General Industrial District
2. Section 900.09. Off Street Parking, Loading, and Access Regulations
3. Section 900.12. Administration, Enforcement and Procedures, Subd. 4 – Variances

VARIANCE REVIEW CRITERIA:

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

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

State Statute specifically notes that economic considerations alone cannot create a practical difficulty. Whereas, practical difficulties exist only when the three statutory factors are met (1.

Reasonableness, 2. Uniqueness, and 3. Essential character).

PLANNING AND VARIANCE CONSIDERATIONS:

1. The subject property is zoned I-2, General Industrial District and the existing use on the property, which consists of office space, manufacturing space and warehousing is in conformance with the uses permitted under the City Code.
2. Section 900.09 of the City Code provides parking standards related to specific uses. Based on the information provided by the applicant the site would require 135 parking spaces. The existing site provides for 71 off-street parking spaces, which is not in conformance with the City's off-street parking requirements.
3. The applicant has requested approval to install an external dust collector on site that will further reduce the parking by an additional 2 spaces. As the parking does not meet the minimum requirements stated by City Code a variance approval is required to allow this parking reduction.
4. In summary, the applicant has stated that the existing parking has consistently met their operational needs.

PUBLIC NOTICE/COMMENT

The notice was published in the WACONIA PATRIOT on May 22nd, 2025, and posted at Waconia City Hall. Individual notices were mailed to all property owners within 350 feet of the subject parcel. To date no public comments have been received related to this request.

CONCLUSION/RECOMMENDATION

The Planning Commission, at their regular meeting on June 5th, 2025, should held the public hearing, reviewed the pertinent information, and recommended approval of the proposed variance for 231/233 Industrial Blvd. via a 4-0 vote.

ATTACHMENTS:

1. Resolution No. 2025-167 Variance 231/233 Industrial Blvd
2. Location Map
3. Applicant Narrative
4. Public Hearing Notice

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Budget Information: __________ Budgeted __________ Non-Budgeted __________ Amendment Required	Planning Commission: Recommendation of Approval via a 4-0 vote on June 5th, 2025 Park Board: Personnel Committee: Other:

CITY OF WACONIA
RESOLUTION 2025-167

A RESOLUTION APPROVING A VARIANCE
FOR THE PROPERTY LOCATED AT 231/233 INDUSTRIAL BLVD.

WHEREAS, Naman Sanghvi (the **"Applicant"**), on behalf of ACPI Wood Products, LLC, has submitted a Variance application for the property located at 231/233 Industrial Blvd. (the **"Property"**) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is described as Lot 3, Block 2, SUDHEIMER INDUSTRIAL PARK, and identified as PID# 754600050; and

WHEREAS, the City received a variance application from the Applicant to reduce the non-conforming number of parking spaces by two (2) additional spaces to allow for the placement of a new external dust collector on the Property; and

WHEREAS, the Planning Commission, at their regular meeting on June 5th, 2025, held the required public hearing and recommended approval of the Variance application to allow the reduction of two parking spaces for the property located at 231/233 Industrial Blvd. via a 4-0 vote; and

WHEREAS, the City Council finds and concludes:

1) The site does not allow for further expansion of parking and the parking on site is adequate for the existing use, even with the reduction of two additional parking spaces.
2) The non-conforming number of parking spaces existed prior to the acquisition of the property by ACPI Wood Products, LLC.
3) The installation of the external dust collector, which requires the parking reduction, would allow for a safer environment for employees and allow for increased production performance while reducing environmental impacts.
4) The existing seventy-one (71) parking spaces on site have consistently met the operational needs of the property and there is additional parking on the north side of Industrial Blvd., which is owned by ACPI Wood Products that could serve as additional parking if for some reason additional parking is necessary in the future.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Variance application for Naman Sanghvi/ACPI Wood Products, LLC to reduce the number of parking stalls by two spaces to allow for the installation of an external dust collector for the property located at 231/233 Industrial Blvd. subject to the conditions, findings and recommendations of the Waconia City Council and Planning Commission stated above.

Adopted by the City Council of the City of Waconia this 16th day of June 2025.

____
Tim Litfin, Mayor

ATTEST: __________________________________
Jackie Schulze, Assistant City Administrator

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May 2025

City of Waconia

201 Vine Street South
Waconia, MN 55387

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CABINETWORKS
GROUP

From,
Cabinetworks Group Waconia,
180 Industrial Blvd,
Waconia, MN 55387

To,
City of Waconia Planning Department
201 South Vine Street
Waconia, MN 55387

RE: Parking Variance Request – [233 Industrial Blvd, Waconia, MN 55387]

Dear Planning Commission Members,

It was a pleasure meeting with you recently. Following our discussion, we are submitting this request for a parking variance associated with the upcoming installation of a new external dust collector at our facility located at 233 Industrial Blvd, Waconia, MN 55387.

Parking Summary

Per the City of Waconia Code of Ordinances the parking standards for the different uses are mentioned below.

Professional, personal and business offices: One (l) space per two hundred (200) square feet of gross floor area but at least three (3) parking spaces.

Manufacturing, fabricating or processing of a product or material: One (l) space for each four (400) square feet of floor area, plus one (1) space for each company owned truck (if not stored inside principal building).

Warehousing, storage or handling of bulk goods: That space which is solely used as office shall comply with the office use requirements and one (l) space for each one thousand (1,000) square feet of floor area, plus one (l) space for each employee on maximum shift.

The parking requirements for our site are calculated as follows:

- **Manufacturing Area (15,873.18 sq. ft.):** 1 space per 400 sq. ft. = **40 spaces**
- **Office Area (1,056.45 sq. ft.):** 1 space per 200 sq. ft. = **5 spaces**
- **Warehouse Area (49,525.22 sq. ft.):**
  - Warehouse floor area: 1 space per 1,000 sq. ft. = **50 spaces**
  - Employee-based: 1 space per employee (40 employees on max shift) = **40 spaces**

Total Required (per code): 135 parking spaces
Total Existing Spaces: 71

While the requirement according to the formula set forth in the Code is 135 spaces, we currently only have **40 employees on our maximum shift**, and our existing **71 parking stalls have consistently met our operational needs** without issue. Further, we need the physical space additional parking stalls would use to install the new external dust collector described in more detail below.

Impact of Dust Collector Installation - Project Impact and Environmental Benefits

This project is critical for improving our facility's production performance along with environmental performance and maintaining safe, efficient operations. After considering using a larger, older dust collector from another facility, we chose to invest in a new Honeyville dust collection system that is a better fit for our site, takes up less space, and meets higher environmental and safety standards.

To minimize sound from the system, we are also installing high-performance acoustic silencers from FläktGroup® SEMCO™, a leading global manufacturer. These silencers are designed to reduce equipment noise both inside and outside the facility, helping prevent noise issues for our employees and neighbors. The system is independently tested and engineered to reduce sound while allowing proper airflow, ensuring the system runs quietly and efficiently.

This upgraded system reflects our commitment to cleaner air, quieter operations, and environmentally responsible manufacturing.

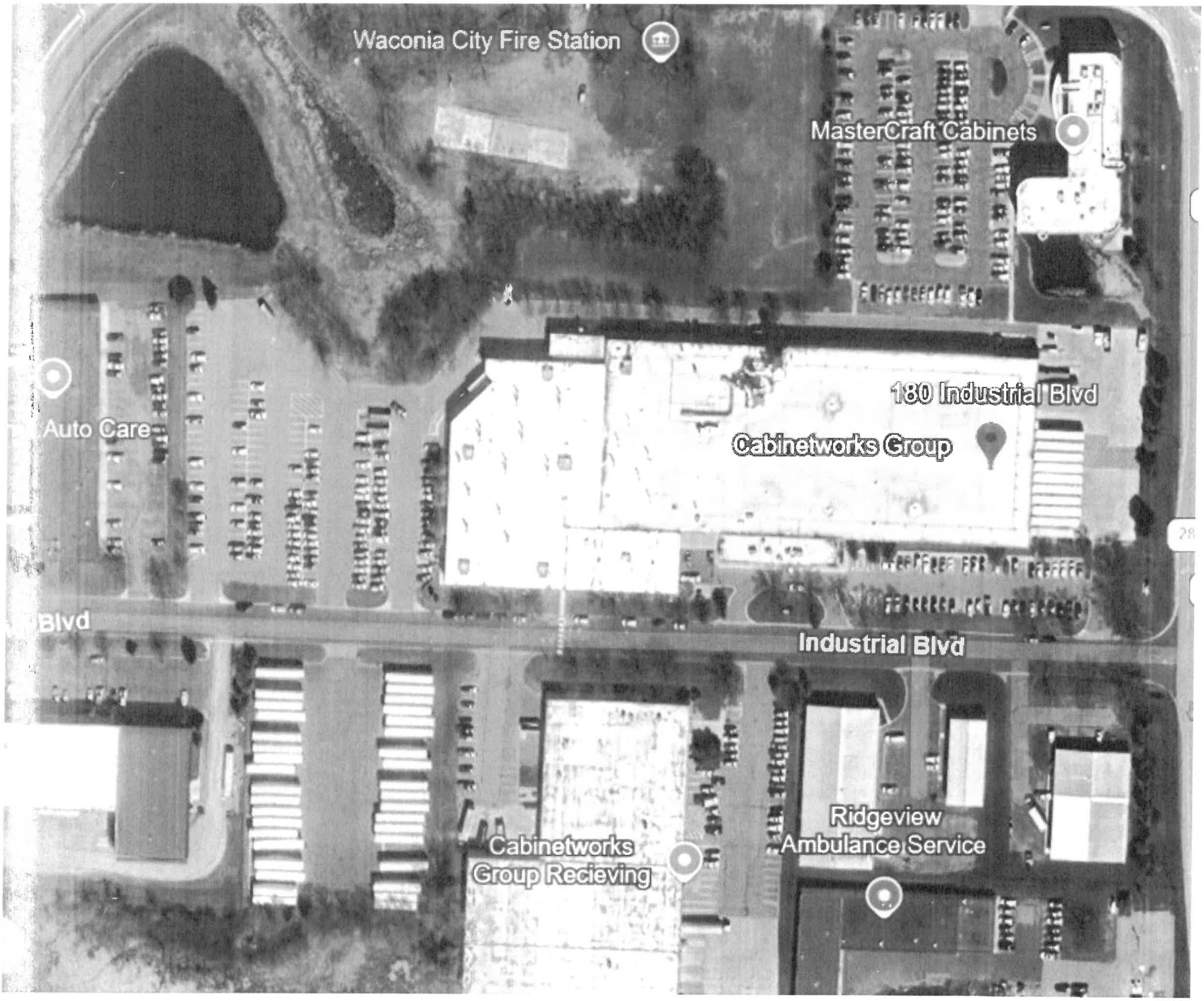
Justification for Variance

We believe this request meets the criteria for a variance as defined by the city for the following reasons:

- The parking shortfall is based solely on zoning code formulae, not on actual need. Strict application would result in significant site alterations for parking stalls that would go unused;
- The project will not affect neighboring properties, traffic flow, or public safety, and there is no impact to air, light, or general welfare; and
- The request is based on existing operational realities as there is no additional physical space to add parking. Thus, we are not claiming we need this variance for financial savings and we seek no special privilege.

We respectfully request approval of this variance to allow us to maintain our current 71 parking spaces while improving facility, functionality and environmental compliance.

Thank you for your consideration.
Naman Sanghvi
Plant Process engineer
6123631988
Naman.Sanghvi@cabinetworksgroup.com
CABINETWORKS
GROUP


Waconia City Fire Station
MasterCraft Cabinets
Auto Care
180 Industrial Blvd
Cabinetworks Group
Blvd
Industrial Blvd
Ridgeview
Ambulance Service
Cabinetworks
Group Recieving

CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on June 5th, 2025, at 6:30 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a Variance application submitted by ACPI Wood Products LLC for the property located on 233 Industrial BLVD.

The applicant is requesting a Variance from the current parking requirements to allow for the installation of a dust collection system.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on June 5th, 2025. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

Mail/in person: Attention: Lane L. Braaten, 201 South Vine Street, Waconia, MN 55387
Email: lbraaten@waconia.org

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	June 16, 2025
Item Name:	12.1. Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to Consider the Sale of Real Property for 401 13th Street East

EXPLANATION OF AGENDA ITEM:

The Council will meet in closed session pursuant to Minn Stat. 13.05, subd. 3(c)(3) to consider an offer to purchase the real property owned by the City of Waconia at 401 13th Street East, Waconia (PID No. 753540010).

With the economic downturn back in 2006/2007/2008, the original developer, which was Plowshares, partnered with the City on a number of public improvements that included such items as road systems, water utilities and sewer utilities. When Plowshares ultimately walked away from the Interlaken project (southeast area of the City) the City/taxpayer was left to pay for the outstanding improvements. As a strategy to recoup some of the costs associated with the development, the City has purchased a few properties out of tax forfeiture over the years and sold said parcels to other developers.

The property, formerly addressed as 1300 Sparrow Road, was initially a 7-acre parcel which the City purchased for approx. $80,000 in 2016. After the purchase, the City had an opinion of value commissioned which resulted in an estimated property value of approx. $1.8 million. Subsequent to the purchase, and establishing value for the property, City staff have been working to get the property sold. The first domino in the process fell in 2021 with the sale of 3.69 acres to Kwik Trip for $1,000,000. In 2023, the Council approved the sale of 1.71 acres of the remaining property for $404,890.20, which resulted in the construction of the New Creations Day Care facility.

The staff are requesting the City Council review the attached offer by Bruggeman Companies and be ready for a closed-session discussion on Monday, June 16th. Please note that the information in the packet regarding consideration of an offer to buy public property is not public until such time that we have agreed on a price and terms and the Council has approved said offer formally at a future City Council meeting.

For convenience, I have broken down the previous sale details, our estimated market value details, and the proposed offer by Bruggeman Companies.

Address	Acres	Square Feet	Valuation/Sale Price/ Offer	$ per Square Foot
Entire Parcel 1300 Sparrow Road	6.96 acres	303,177.6 sq. ft.	$1,845,000 (opinion of value)	$6.08 per sq. ft.
Kwik Trip 100 Sparrow Road	3.69 acres	160,764 sq. ft.	$1,000,000	$6.22 per sq. ft.
Amcon/New Creations Day Care 150 Sparrow Road	1.71 acres	74,510 sq. ft.	$404,890.20	$5.43 per sq. ft.
410 13th Street East	**1.56 acres**	**68,199 sq. ft.**	**$425,000**	**$6.23 per sq. ft.**

Comments:

1. The offer has been provided to the City Attorney, Finance Director and City Administrator for review. Staff will have additional feedback at the closed meeting.
2. The proposed multi-tenant retail building is a permitted use in the B-1, Highway Business District.

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:	June 16, 2025
Item Name:	12.2. Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Enter into Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to consider the purchase of real property in the City of Waconia identified as PID: 750240100, located at 801 Highway 284.

EXPLANATION OF AGENDA ITEM:

The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to consider the purchase of real property in the City of Waconia identified as PID: 750240100, located at 801 Highway 284.

ATTACHMENTS:
None

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