

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, July 7, 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**

PUBLIC HEARING - Annexation - Song River Holdings Property, Serbus Property and Elm Creek Road

Motion to Open the Public Hearing

Motion to Close the Public Hearing

Adopt Resolution No. 2025-168 Approving the Joint Resolution to annex portions of PID #090261211, PID# 090261120 and a segment of Elm Creek Road.

6. OPEN FORUM

7. COMMUNITY INTEREST PRESENTATIONS

8. ADOPT CONSENT AGENDA

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

- 1) City Council Minutes June 16, 2025
- 2) Approve July 7, 2025 Expenditures
- 3) **Contractor Pay Request - Downtown Reconstruction Phase 3 to GMH Asphalt Corporation #2**
Motion to approve Downtown Reconstruction Phase 3 Pay Request No. 2 to GMH Asphalt Corporation
- 4) **Contractor Pay Request - CSAH 10 & Waconia Parkway North Improvements to Minger Construction #1**
Motion to approve CSAH 10 & Waconia Parkway North Improvements Pay Request No. 1 to Minger Construction
- 5) **Contractor Pay Request - Downtown Reconstruction Phase 2 to W.M. Mueller & Sons #7**
Motion to approve Downtown Reconstruction Phase 2 Pay Request No. 7 to W.M. Mueller & Sons
- 6) **Accept Proposal for Lift Station Pump Controller Upgrade and Installation**
Adopt Resolution No. 2025-169 Approving Electric Pump Quote for Lift Station Control Upgrade
- 7) **Sale or Disposal of Surplus Equipment**
Adopt Resolution No. 2025-170 Approving Surplus Equipment and Sale
- 8) **Holbrook Development Agreement**
Approving Development Agreement for the Holbrook Additions
- 9) **Special Event Permit - Back to School Jamboree**
Adopt Resolution No. 2025-171 Approving a Special Event Permit for Thrivent Financial for a Back to School Jamboree
- 10) **Approve Temporary On-Sale Liquor License for the Waconia Legion Post 150**
Adopt Resolution No. 2025-172 Approving a Temporary On-Sale Liquor License for the Waconia Legion Post 150
- 11) **Temporary On-Sale Liquor License Waconia Legion Post 150 - Nickle Dickle Day**
Adopt Resolution No. 2025-173 Approving a Temporary On-Sale Liquor License from the Waconia American Legion Post 150 for September 13, 2015, Nickle Dickle

Day

12) Special Event Permit - Iron Tap

Adopt Resolution No. 2025-174 Approving Special Event Permit - Iron Tap

9. COUNCIL BUSINESS

1) Discussion and Staff Direction - Utility Bill Penalty and Door Hanger Fee - 1757 Sandbar Circle

Provide Staff Direction for Request from Resident to Reverse Utility Bill Door Hanger and Penalty Fees - May 2025

2) Cable Television Franchise Ordinance with Comcast

Adopt Ordinance No. 782 Creating a Cable Franchise Agreement with Comcast
Adopt Resolution No. 2025-175 Authorizing Summary Publication for Ordinance #782

3) Approve 2025 Capital Equipment Purchases

Adopt Resolution No. 2025-191 Authorizing Acquisition of 2025 Capital Equipment

4) Accept Proposal for Pavement Preservation Program

Adopt Resolution No. 2-25-176 Accepting Proposal for Asphalt Rejuvenator Application

5) 1st Street Loading Zone

Adopt Resolution No. 2025-177 Declaring 1st Street Loading Zone

10. ITEMS REMOVED FROM CONSENT AGENDA

11. REPORTS/EMERGING ISSUES

1) Staff Reports

2) Councilmember Siddons

3) Councilmember Coleman

4) Councilmember Gleason

5) Councilmember Grengs

6) Mayor Litfin

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: CITY COUNCIL ROUND TABLE

UPCOMING CALENDAR OF EVENTS/MEETINGS:

14. CLOSED SESSION

1) Economic Development Authority (EDA) Session

1. Motion to convene the Waconia Economic Development Authority.
2. Motion to enter into 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: 754020010, located at 68 8th St E.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	PUBLIC HEARING - Annexation - Song River Holdings Property, Serbus Property and Elm Creek 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. 2025-168 Approving the Joint Resolution to annex portions of PID #090261211, PID# 090261120 and a segment of Elm Creek Road.

EXPLANATION OF AGENDA ITEM:

BACKGROUND

Song River Holdings, LLC and Thomas Serbu (the “Petitioners”) have submitted Annexation Petitions to annex a portion of PID# 090261211, a portion of PID# 090261120, and a section of Elm Creek Road (the “Property”). The land proposed for annexation, owned by Song River Holdings, LLC, Thomas Serbus and Waconia Township, is described and illustrated in Exhibits A and B, attached to this report. The afore-mentioned property is currently located in Waconia Township, Minnesota and the annexation has been submitted in association with a residential development titled Elm Creek Ridge, by Magellan Land Development.

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

1. A petition to annex is submitted to the City by the owner of the property requesting annexation into the City.
2. A municipality by joint resolution with a township may designate an unincorporated area as in need of orderly annexation.
3. The City must hold a public hearing and give 10 days’ notice of the intent to include property in an orderly annexation area must be published in a newspaper of general circulation in both the township and municipality.
4. The Council, upon a review of the information, may adopt the joint resolution designating the area as being appropriate for annexation, approving the annexation request and file said approval with the Chief Administrative Law Judge, the Township, the County Auditor and the Secretary of State upon approval.
5. The annexation is final on the date the request is approved by the Chief Administrative Law Judge.

Upon application to annex by the Petitioners, staff have completed the necessary public hearing requirements. A public notice was published in the Waconia Patriot on June 26th, 2025. Public hearing notices were sent to Waconia Township and all affected property owners. As of the date of this report, no public hearing comments have been received regarding this annexation

request. However, the applicant had a previous annexation request that was removed from a City Council agenda and the public hearing comments related to that request have been attached to this report as they remain applicable to the request.

Waconia Township approved the Orderly Annexation Joint Resolution at their regular meeting on June 23rd, 2025.

RECOMMENDATION

Staff recommends approval of the proposed annexation request. Upon approval by the City Council this item will be forwarded to the State for final approval.

ATTACHMENTS:

1. Resolution No. 2025-168 Annexation
2. Public Hearing Comments 10475 Elm Creek Road
3. Public Hearing Comments Elm Creek Road

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

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

City of Waconia Resolution No. 2025-168

Township of Waconia Resolution Date: _____

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

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

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

WHEREAS, the area to be annexed is approximately 29 acres and adjoins the City, is urban or suburban in character, and the City is capable of providing services, if any, required by the area within a reasonable time; and

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

1. The area subject to this Joint Resolution and designated for orderly and immediate annexation is legally described on attached **Exhibit A** and depicted with hatching on the map attached as **Exhibit B** (the “Land”).
2. The orderly annexation area consists of approximately 29 acres, the population of the area is 0, and the land use type is agricultural.
3. The area is in need of orderly annexation and is for the purpose of providing municipal utility services to the Land to allow for residential development.

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

Passed and adopted by the **Board of Supervisors of the Township of Waconia** this ____ day of _____, 2025.

David Grandy, Chairman

ATTEST: _____
Sue Goede, Clerk

Passed and adopted by the **City Council of the City of Waconia** this 7th day of July 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

EXHIBIT B

Map

EXHIBIT B-1

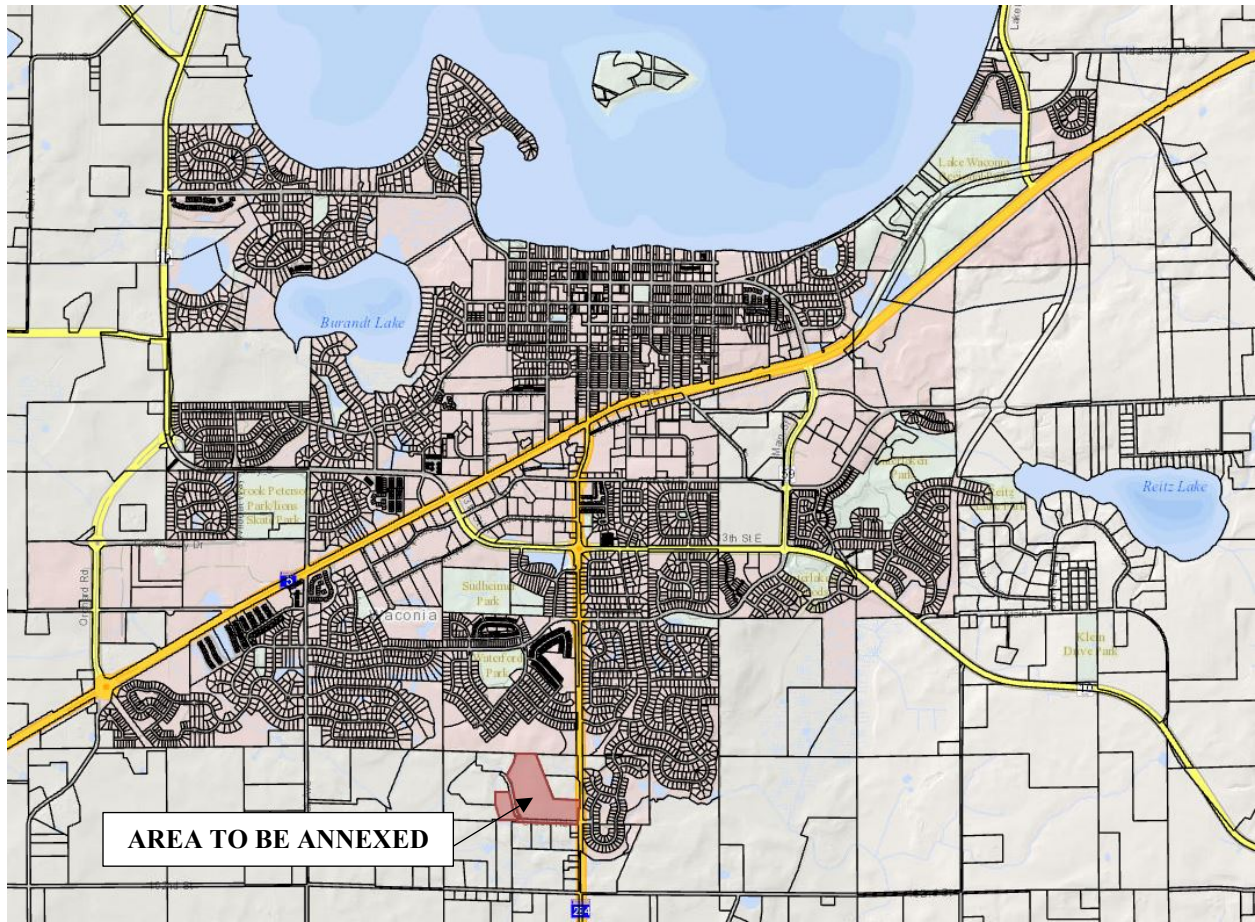


EXHIBIT B-2

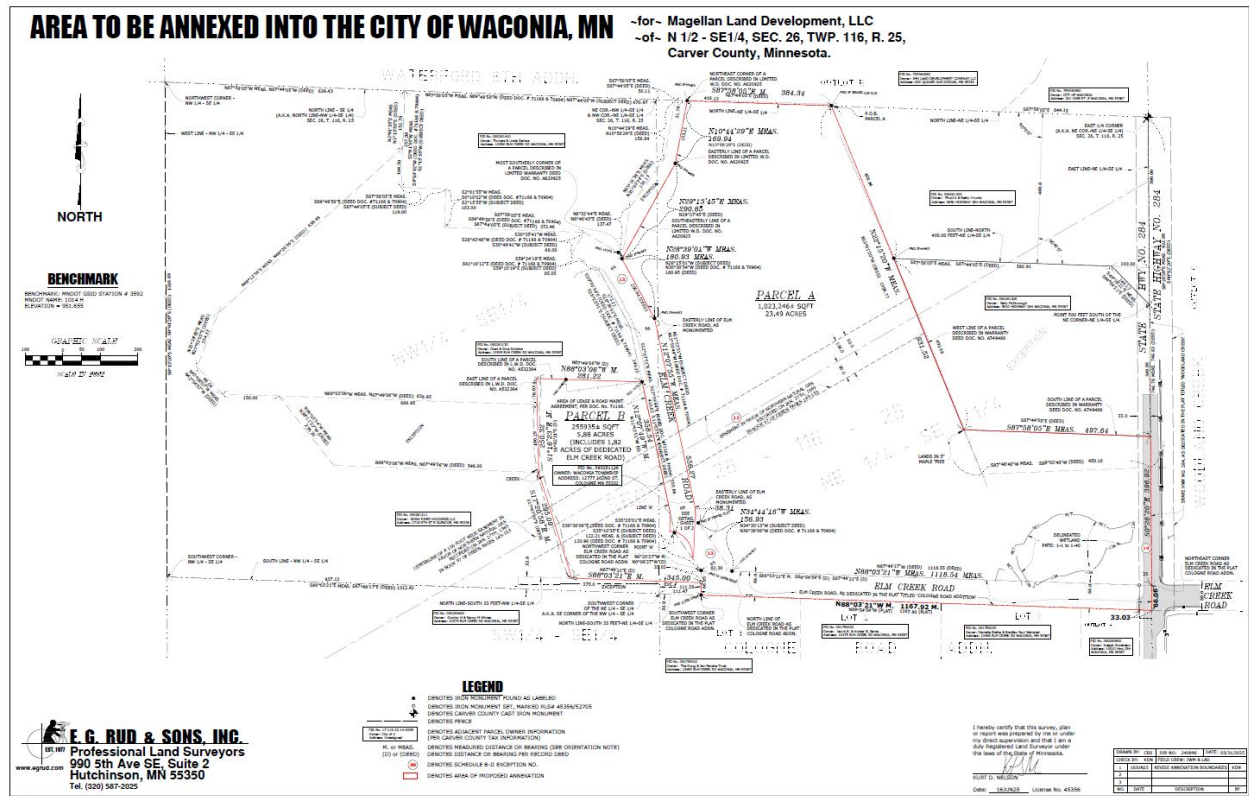


EXHIBIT C

Form of Receipt

WACONIA TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

FOR ANNEXATION OF TAXABLE PROPERTY

_____, 2025

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

Waconia Township

David Grandy, Chairman

TO: City of Waconia Planning Commission

ATTN: Lane Braaten

DATE: 4/21/2025

SUBJECT: Annexation of Land North of Elm Creek Rd.

Lane,

This is Jacob and Amber Sams, and we live at 10475 Elm Creek Road. Unfortunately, Amber and I are unable to attend the city meeting regarding the subject above, so we are submitting this letter in lieu of being present.

Below is a list concerns and questions we have for the city and land developer and owner:

The idea of having this proposed development exit out onto the proposed portion of Elm Creek Road.

- a. The road has been taken care of by the residents of Elm Creek Road for several decades, up until recently when Waconia Township took it over. It is not a road suitable for heavy machinery, or the number of potential cars traveling on it as it sits.
- b. Our house will have a somewhat constant stream of headlights pointed directly at and into our house. We moved out here almost 11 years ago while being told at the time that the land in question was not a part of the city plans through 2030. We understand things change. We understand this land will be annexed. However, we would like to, as much as possible maintain ours and our neighbor's privacy as much as possible.
- c. BOTTOM LINE: We would love to keep Elm Creek Road private, and not annex our road in, and continue with the status of how it is as a Township Road for the 7 of us who have used it and taken care of it for many years. We would prefer to have the new residents exit through either the new neighborhood to the north at the Sierra Development, where the road is wider.

Another concern we have is the traffic on State Highway 284.

- a. With the new development on the east side of 284, along with the traffic in the morning and in the evening, 284 has become quite difficult to get onto, and concerning getting off going south on 284 onto Elm Creek Road.

- b. We have already had several instances in our own home, not to mention our neighbors, when traveling south and slowing to exit on Elm Creek Road, we have nearly been rear ended, we have had countless cars pass on the oncoming turn lane and have seen near miss head on collisions. How will this be addressed?
 - 1. We recently had an incident on 284 where a Carver County Deputy rear ended a vehicle traveling north on 284 at Elm Creek Road. We have also contacted the MN Department of Transportation regarding this intersection multiple times.
- c. There is simply no room south of Sierra on 284 to expand the road at this point. The wider road at Sierra would seem to be the safest, most efficient way to get vehicles onto and off of 284.
- d. There is approximately 50 properties in Woodland Creek that are either not purchased, not built, or unoccupied. This will cause further strain and safety issues to State Highway 284.

If you have any questions, or would like any additional feedback, please let us know. Thank you.

Jacob and Amber Sams

10475 Elm Creek Rd.

Waconia, MN 55387

From: outdoorliving1@centurylink.net
To: "Jacob Sams"; Lane Braaten
Cc: "Amber Sams"; karenhendricks@centurylink.net
Subject: RE: Sams submission
Date: Wednesday, April 23, 2025 8:14:42 AM

Lane-

First, thanks so much for all your work concerning Elm Creek Road and potential development in the area. We sincerely appreciate your efforts and your willingness to consider the residents that have lived in the area that will see much change soon. I just wanted to echo the Sam's comments as we (and many other Elm Creek residents) share their concerns with the potential development.

One additional item that I may or may not have emailed before would be the location of the lift station that would be built on the portion of land adjacent to (North of) Winters. I know that portion of land was not in the developer's original annexation plan and now it is. Is there an updated proposed plan that may be coming forth with changes?

Again, thanks so much for taking the time to keep us in the loop!

Have a great day,

LeRoy & Karen Hendricks
952-217-2713

From: Jacob Sams <jacob.sams@gmail.com>
Sent: Monday, April 21, 2025 12:07 PM
To: Lane Braaten <LBraaten@waconia.org>
Cc: Amber Sams <ambersams1@gmail.com>; LeRoy <outdoorliving1@centurylink.net>
Subject: Sams submission

Hi Lane,

Unfortunately, Amber and I will not be able to make the meeting tonight regarding the annexation of the land north of Elm Creek Road. So, we have put together a letter that we would like to submit regarding our thoughts and concerns.

Please let me know if you received this. Thanks Lane.

Jacob

--

Jacob Sams

952.594.9860

[Jacob Sams | LinkedIn](#)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 7, 2025	
Item Name: 8.1. City Council Minutes June 16, 2025	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the June 16, 2025 City Council Minutes EXPLANATION OF AGENDA ITEM: Approve the June 16, 2025, City Council Minutes ATTACHMENTS: 1. City Council Minutes 06-16-2025	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

**CITY OF WACONIA
JUNE 16, 2025**

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the June 16, 2025, Waconia City Council Meeting to order at 6:00 p.m.

Mayor Litfin stated that Council Members Nick Gleason and Derek Siddons would not be attending this meeting.

2. PLEDGE OF ALLEGIANCE

Mayor Litfin led all in the Pledge of Allegiance.

3. PROCLAMATIONS

None.

Mayor Litfin stated the following:

Ladies and gentlemen, this past weekend we were shocked, angry, and saddened by the senseless violence and loss of life that took place in Brooklyn Park, Minnesota. As well as the shootings that severely injured two innocent people in Champlin, Minnesota. On behalf of the Waconia City Council, all staff that works for the City of Waconia, and all the wonderful citizens of this great City of Waconia, we wish to extend our heart-felt sympathies to the family and friends of Melissa and Mark Hortman. Furthermore, we pray for the speedy recovery for John and Yvette Hoffman. We also extend our deepest condolences, thoughts, and prayers to all who work at our Minnesota State Capital. Thank you to our law enforcement community for their constant quick thinking and response to keep us all safe. I am so proud of our citizens here in the City of Waconia who call and email and text and come in person to these Waconia City Council Meetings to share your opinions. It is always your communication that makes this City better. Please continue to show up and share your wants and desires and opinions with City staff and this Council. Together we are better. Since I began working for you as your Mayor, I have consistently said that this City and that this Council is your City and your Council. We work for you.

4. ADOPT AGENDA

Motion to Adopt the Agenda as Published made by Council Member Coleman second by Council Member Grengs.

MOTION CARRIED.

5. PUBLIC HEARING

None

6. OPEN FORUM

None.

7. COMMUNITY INTEREST PRESENTATIONS

Nick Hansberry, Waconia High School Band Director, Jenny Moran of the Lake Waconia Band Festival and Jill Stineman of the Lake Waconia Band Festival.

Nick stated that the Lake Waconia Band Festival is a non-profit event hosted by the Lake Waconia Band Boosters. This is the 26th year of the festival sponsored by local businesses and volunteers. This is a bands-only parade and competition with an expected audience of 3,000.

Jenny Moran shared the parade route and staging area with the Council as well as the variety of food trucks participating along with the Waconia American Legion selling food. There will be five Class A bands, four Class AA bands, and five Class AAA bands participating. With each band, there will be participants, parents, and family members to visit the restaurants and shops in Waconia. Then the presenters gave a special thank you to all the sponsors of both cash donations and in-kind donations. New this year is a special VIP Rooftop Viewing Experience from the Iron Tap that will be actioned off to raise money.

8. ADOPT CONSENT AGENDA

Mayor Litfin pulled Consent Agenda Item 8.8, *Reitz Lake Lift Station on Airport Road - Accept Design Proposal for Future Construction*.

- 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**
- 4) Safari Island Community Center Expenditures from Sports Facilities Companies Incurred May 2025**
- 5) 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**
- 7) Waconia Parkway North Mill & Overlay to Bituminous Roadways, Inc. No. 2-Final to Bituminous Roadways**
- 8) Reitz Lake Lift Station on Airport Road - Accept Design Proposal for Future Construction**

Mayor Litfin pulled this item off the consent agenda for further discussion.

Jon Haukaas, Public Services Director, stated this is a proposal for the design and eventual construction of the Reitz Lake Lift Station on Airport Road. This project was identified in the Feasibility Study for the East Area Development. Staff have received requests for proposed development in this area and, because of the regional nature of this project, staff are requesting the design and construction be led by the City. Staff requested Bolton and Menk provide the City with a professional services agreement to provide a scope and design fee estimate. The design work could be completed in 2025 to be ready for a 2026 construction project or whenever a viable development project moves forward.

Council Member Coleman stated this is a standard request for design so that the City is prepared for growth.

Mayor Litfin stated the reason for pulling this \$300,000 item off the consent agenda was to request a formal bid process for the contract. The Mayor went on to say that he is not opposed to the project, but would like to see it competitively bid and, until then, would not support the project.

Council Member Grengs stated this was discussed two weeks ago at a work session and feels comfortable working with the design team.

Motion to Adopt Resolution No. 2025-159 Accepting the Proposal for The Design of the Reitz Lake Lift Station CIP Projects No. 479 and No. 480 made by Grengs, second by Coleman.

Aye: Grengs

Aye: Coleman

Nay: Litfin

MOTION CARRIED

- 9) Accept Proposal for Tower 3 Reconditioning**
- 10) Allocate Local Housing Aid**
- 11) Approve Temporary On-Sale Liquor License and Application for Exempt Gambling Bingo at the Carver County Fair**
- 12) Special Event Permit - Bode Gray's**

Mayor Litfin pulled Consent Agenda Item 8.8, *Reitz Lake Lift Station on Airport Road - Accept Design Proposal for Future Construction*.

Motion made to Adopt the Consent Agenda as Published pulling Item 8.8 made by Coleman second by Grengs.

MOTION CARRIED.

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

Nicole Meyer, Finance Director, provided the Council with an updated Resolution and updated dollar amounts. The final bond amount is less than originally listed.

Todd Hagen, Ehlers and Associates, reviewed the sales day reports for the Council.

On May 19, 2025, the Council approved Resolution No. 2025-150, providing for the sale of 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 over-sizing 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 the premium offered as part of the sale and with all the details of the sale. The City has maintained its double AA+ Bond rating. The analysis and credit committee notes in the report that the City continues to be a strong credit with a strong management team and strong reserves. The report has a numbering system which indicates numbers one through six. The City continues to perform well in the categories of financial performance, reserves and liquidity, management, and credit profile. Staff received seven bids which were all listed in the bid tabulation.

The council thanked Ehlers and Associates and staff for a great job.

Motion to Adopt Resolution No. 2025-165 Authorizing the Issuance and Awarding the Sale of \$8,740,000 General Obligation Bonds, Series 2025A-2025 Infrastructure Improvement Projects and Equipment Certificates made by Coleman second by Grengs.

MOTION CARRIED

2) Variance - 1517 Sparrow Road

Lane Braaten, Community Development Director, gave a brief history of this agenda item stating that the City received a variance application from the property owners of 1517 Sparrow Road to construct an 8-foot by 12-foot deck at the back of the house. The deck would encroach on the required 30-foot rear yard setback. The variance is necessary due to the location of an existing second-level sliding door that leads directly to the backyard. Due to the configuration of the property, any deck would require a variance.

The applicant owner stated that a larger 12 by 15-foot deck was shown on the 2006 proposed house survey, and they are requesting approval for a reduced version to safely access the backyard from the existing door.

All council members stated they are in agreement.

Motion to 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.made by Coleman second by Grengs.

MOTION CARRIED

3) Variance - ACPI Wood Products at 231/233 Industrial Blvd.

Lane Braaten gave a brief description of this variance to parking standards, stating that the City received a variance application from the property owners requesting approval of a variance to reduce the existing parking on the property located at 231 Industrial Blvd in Waconia by two spaces to allow for a new external dust collector on the site.

For environmental and safety reasons, the applicant is requesting to install an external duct collector which would cause the loss of two parking spaces. The location of the duct collector would be on the east side of the building. Parking has not been an issue and there is additional parking across the street. The Planning Commission held a public hearing and recommended 4-0 with approval. This piece of equipment would make it safer for employees and, if the business moves, the duct collector would be removed and the two parking stalls would be returned.

Motion to 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 made by Grengs second by Coleman.

MOTION CARRIED.

10. REPORTS/EMERGING ISSUES

1) Staff Reports

Jon Haukaas updated the Council and stated:

The Waconia Parkway North and Highway 10 roundabout is under construction with a full detour route. The closure will remain in place until around September 1, 2025.

The intent is to have this completed by school opening.

The Downtown Reconstruction Project Phase 3 is on schedule and moving to Stage 2, which is the first piece of Olive Street. The paving is complete on 1st Street and the sidewalks are becoming poured.

The Neighborhood Mill and Overlay Project will be put to the Council for bid approval as soon as plans are finalized.

Well No. 9 Project is scheduled to begin in the next two weeks.

As directed by the Council, staff have begun evaluation of stop signs. Specifically, Main Street and Spruce Street. Oak Street and Sparrow Street will be driven by pedestrian movements. The pedestrian studies are \$1,500 to \$2,000 and will be evaluated in the fall.

The Speed Limit Data Collectors are moved to different locations based on citizens' requests. Staff will continue to work with the Carver County Sheriff's Department.

2) Councilmember Siddons

Absent

3) Councilmember Coleman

Nothing to report

4) Councilmember Gleason

Absent

5) Councilmember Grengs

No board reports; however, would like to acknowledge and thank the residents of Waconia for patience during this construction season.

6) Mayor Litfin

Mayor Litfin met with the following:

06-10 Met with Carver County Mayors to share knowledge and events happening in the communities.

06-11 Presented to the West Carver Rotary Club

11. ANNOUNCEMENTS

Shane Fineran, City Administrator, stated that the first Music in the Street event was canceled due to weather and will be rescheduled for August. Tonight the Council approved a special event permit for a street opening event sponsored by Bode Grays.

12. CLOSED SESSION

Motion to move into closed session made by Coleman, second by Grengs

MOTION CARRIED.

1) Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)

2) Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)

Motion to close the City Council Closed Session was made by Grengs second by Coleman.

MOTION CARRIED.

13. ADJOURN REGULAR MEETING

Motion to adjourn the June 16, 2025, City Council Meeting at 7:15 p.m. was made by Grengs, second by Coleman.

MOTION CARRIED.

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

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Tim Litfin, Mayor

ATTEST: _____
Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 7, 2025	
Item Name: 8.2. Approve July 7, 2025 Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve July 7, 2025 Expenditures	
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursements registers for the City of Waconia as of July 7, 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:	July 7, 2025
Item Name:	8.3. Contractor Pay Request - Downtown Reconstruction Phase 3 to GMH Asphalt Corporation #2
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. 2 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 \$898,812.71 based on the engineering request for payment. This payment represents approximately 45% of the total approved contract for the project.	
ATTACHMENTS: 1. Downtown Reconstruction Phase 3 Pay Request No. 2	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR, Water, Sewer, Storm Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

July 2, 2025

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

**RE: Waconia Downtown Reconstruction – Phase 3
Pay Request No. 2**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 2 for work completed through 6/27/2025 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, sand, aggregate base, storm sewer, sanitary sewer, watermain, curb, sidewalk, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$898,812.71** 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	\$898,812.71	38%	32%	8%	4%	8%	10%
TOTAL	\$898,812.71						

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Jon Haukaas, City of Waconia
Colton Lee, Bolton & Menk

Enclosure



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.4. Contractor Pay Request - CSAH 10 & Waconia Parkway North Improvements to Minger Construction #1
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action: Resolution NO. 2024-246 Approving Plans for the CSAH 10 & Waconia Parkway North Roundabout Improvement Project and Ordering Advertisement of Bids Resolution NO. 2025-137 Award of Construction Contract for the CSAH 10 & Waconia Parkway North Roundabout Project	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve CSAH 10 & Waconia Parkway North Improvements Pay Request No. 1 to Minger Construction	
EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the CSAH 10 & Waconia Parkway North Improvements and recommends payment of \$296,519.91 based on the engineering request for payment. This payment represents approximately 11% of the total approved contract for the project.	
ATTACHMENTS: 1. CSAH 10 and Waconia Parkway North Pay Request #1	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR, Storm Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

July 2, 2025

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

**RE: CSAH 10 & Waconia Parkway North Improvements
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 6/27/2025 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, sand, storm sewer, erosion control, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$296,519.91** to Minger Construction Companies, Inc. 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
Waconia Pkwy North (City)	\$75,816.15	10%	90%
CSAH 10 (County)	\$220,703.76	22%	78%
CSAH 10 M&O (County)	\$0.00	0%	0%
TOTAL	\$296,519.91		

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.5. Contractor Pay Request - Downtown Reconstruction Phase 2 to W.M. Mueller & Sons #7
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Downtown Reconstruction Phase 2 Pay Request No. 7 to W.M. Mueller & Sons	
EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the Waconia Downtown Reconstruction Phase 2 Project and recommends payment of \$219,023.96 based on the engineering request for payment. This payment represents approximately 88% of the total approved contract for the project.	
ATTACHMENTS: 1. 2024 Downtown Reconstruction Phase 2 Pay Request 7	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR, Water, Sewer, Storm Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



**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

July 2, 2025

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

**RE: Waconia Downtown Reconstruction – Phase 2
Pay Request No. 7**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 7 for work completed through 6/27/2025 on the above referenced project. The work completed includes payment for paving, castings, sidewalk, landscaping, striping, and other miscellaneous items. Retainage on the project has been reduced to 2% as the majority of punchlist work has been completed to date.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$219,023.96** to W.M. Mueller & Sons, Inc. 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	\$219,023.96	72%	3%	10%	4%	6%	5%
TOTAL	\$219,023.96						

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.6. Accept Proposal for Lift Station Pump Controller Upgrade and Installation
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-169 Approving Electric Pump Quote for Lift Station Control Upgrade	
EXPLANATION OF AGENDA ITEM: The City was recently informed that support for the MultiSmart pump control modules of our Flyght Lift Station Pumps would be discontinued by the company in October of this year. This is critical infrastructure for the city to maintain its sanitary sewer collection and conveyance system. The City went through a standardization process from approximately 2010-2013 to select the equipment for our sanitary sewer lift station equipment specifications. The Flyght Pumps and associated MultiSmart controls have been put into our Development Specifications and Standards to ensure we maintain consistency as the city continues to grow. Staff researched options and determined the Allen-Bradley programmable logic controllers (PLCs) and human machine interface (HMI) displays are the next generation controls and will provide the City with the best long-term solution. Our Lift Station Standard Specifications include this revision to maintain our standardization to include the Allen-Bradley equipment. Staff requested a proposal from the Electric Pump Company, our current electrical controls integrator, to provide the equipment, installation, and programming necessary to keep our overall system properly functioning into the future. Electric Pump is under contract for our annual maintenance of this system. They are the local vendor for the Allen-Bradley equipment, and, as the current integrator, will be able to perform the programming for all the various components to work together properly. Through the investigation and design process, it was also determined that the existing serial radio system would not work with the current Ethernet-based communication system and that upgrade was also included in the proposal. The City has twelve lift stations throughout the system. Nine are smaller neighborhood systems and three are major regional stations. The installations for each will be slightly different, as described in the proposal. Funding for the project will be provided by the Sewer Cash Fund, which has a sufficient balance to accommodate the expense. The total project cost will be \$222,300. The project will be coordinated to invoice the work partially in 2025 and partially in 2026 to help manage the cash	

flow.

The details of the work have been reviewed and negotiated to provide the best results for the city. Staff recommends the City Council adopt the attached resolution accepting the proposal from Electric Pump to complete this project.

ATTACHMENTS:

1. Resolution No. 2025-169 Approving Electric Pump Quote for Lift Station Control Upgrade
2. Waconia, MN - Pump Controller Upgrade - Proposal

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. 2025-169**

**RESOLUTION APPROVING PROPOSAL FOR THE PURCHASE AND
INSTALLATION OF LIFT STATION PUMP CONTROL UPGRADES**

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

WHEREAS, the City has been informed that the control modules for our Flygt Lift Station controls will no longer be supported after October of 2025 affecting critical infrastructure at twelve lift station locations throughout the city; and

WHEREAS, the communication systems for each station is also outdated and will not effectively work with current ethernet based communication systems; and

WHEREAS, Electric Pump is under contract with the City to provide inspection, maintenance, and repairs services for the electrical control systems of the lift stations throughout the city and have provided a proposal for the upgrades to these systems including all components, installation, and programming; and

WHEREAS, sufficient funds exist in the Sewer Cash Fund to cover these expenses; and

WHEREAS, Electric Pump has agreed to coordinate the work to be invoiced partially in 2025 and partially in 2026 to help the City manage cash flow for payment of this work; and

WHEREAS, Staff recommend approval of the proposal for acquisition and installation of the equipment per the attached quote.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the Pump Controller Upgrade from Electric Pump in the amount of \$222,300.00.

Adopted by the City Council of the City of Waconia this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, City Clerk



4280 E. 14th St.
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: City of Waconia, MN
Doug Bode / 612-760-1799 / dbode@waconia.org

REF: Pump Controller Upgrade

DATE: April 19, 2025

Project Overview

Electric Pump proposes providing a fully programmed Allen-Bradley (A-B) Micro850 PLC and HMI for integration into the City of Waconia, MN lift station control panels. This proposal includes replacing the existing Flygt MultiSmart pump controllers and associated components with the new A-B pump control system, as detailed in the scope of supply below. Additionally, we recommend installing a new 4RF radio to replace the current outdated or CalAmp serial radio systems. This upgrade will enable a fully Ethernet-based communication system once all locations have been transitioned.

Scope of Supply for Each Station

One (1)	Allen Bradley PanelView HMI (part #2711P-T7C22D9P / 7") or (part #2711P-T15C22D9P / 15")
One (1)	Allen Bradley Micro850 PLC (part #2080-L50E-24QWB)
One (1)	Allen Bradley 4 Point Digital Input Card (part #2080-IQ4)
One (1)	Allen Bradley 4 Point Analog Card (part #2085-IF4)
One (1)	Allen Bradley 4 Point Analog Card (part #2085-OF4)
One (1)	Allen Bradley Right End Cap (part #2085-ECR)
One (1)	Allen Bradley Micro Serial Adapter (part #1761-CLB-AP00)
One (1)	4RF Radio (Licensed Aprisa Radio Serial/Ethernet)
One (1)	RJ45 to DB9 Serial Adapter (part #APSB-AJ45-DB9-MF-23)
One (1)	Super Flex Jumper Cable (PS195-36NMTM)
One (1)	Coax Surge Protection (CSP1NB90)
One (1)	Mounting Plate for Radio with Din Rail (APGA-MBRK-DIN)
One (1)	Lot of freight, install, PLC programming, and SCADA programming

Price Breakdown by Station

The nine (9) smaller stations will have a 7" HMI screen, which include the following: Lake St. LS, Sunset, LS, Willowbrook LS, Pheasant Ridge LS, Green Meadow LS, Sterling Hills LS, Sierra, LS, Koch Bus LS, and Woodland Creek LS

Selling Price per Station w/ 7" HMI (x9 stations): \$17,140.00

The three (3) larger stations will have a 15" HMI screen, which included the following: Southeast LS, H-284 LS, and L-52 LS.

Selling Price per Station w/ 15" HMI (x3 stations): \$22,680.00

Total for All (12) Lift Stations:

Total Selling Price for all Twelve (12) Lift Stations: \$222,300.00

Note the following:

- Estimated Lead Times: 6-8 weeks ARO
- We anticipate each station taking one (1) day to complete the upgrade.
- Pumps, Anchor bolts, Junction Box, Conduit, and anything that's not specifically mentioned in this proposal is the responsibility of others
- Price is good until August 1, 2025

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Steven Forsythe".

Steven Forsythe

C: 612-840-9499

E: sforsythe@electricpump.com

cc: Eric Pikal 952-220-8898

cc: Jake Gray 515-265-2222

Purchase Agreement: Waconia, MN – Pump Controller Upgrade

Note the following:

- Return this purchase agreement to Steven Forsythe at sforsythe@electricpump.com or via fax (515) 265-8079

Payment: Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which if firm for (30) thirty days from the above date and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitute the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Force Majeure; Change of Law or Regulations:
Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached Seller's agreement with Buyer, for any failure or delay in fulfilling or performing any term of such agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot, other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes, shortages or difficulties (whether or not relating to Seller's or its supplier's or sub-contractor's workforce), or restraints or delays affecting manufacturing or material sourcing, carriers, vehicles, or other inability or delay in obtaining or transporting supplies of adequate or suitable materials, telecommunication breakdown, power outage, or fuel or energy shortage (any of the foregoing, a "Force Majeure Event"). Seller shall notify Buyer of any Force Majeure Event and make commercially reasonable efforts to mitigate the same to the extent reasonably practicable, and the date of delivery or time for completion of performance, as the case may be, will be extended by a period of time reasonably necessary under the circumstances to overcome the effect of such Force Majeure Event.

The parties acknowledge and agree that any changes of laws, regulations, or other governmental rules, procedures, processes or requirements that cause an increase in the cost of producing or delivering any products or services under or in connection with the Agreement or which occur after Seller accepts an order ("Governmental Changes") have not been reflected in the quoted or agreed prices. Seller reserves the right to require that the Buyer pay for any new, increased or additional tariffs, duties, levies, surcharges, or like items (however denominated or designated) ("New Governmental Charges") prior to the delivery of any such products or services. Buyer, not Seller, assumes the risk of Governmental Changes and New Governmental Charges.

7. Sales and use tax are not included.
8. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
9. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller,

at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.

10. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
11. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.
12. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. *PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.*
13. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

We need a hard copy of this agreement and/or a Purchase Order to start the submittal process. **

Business Name _____

Street Address _____

City/State/Zip _____

Phone _____ Fax _____

Email _____

Purchase Order Number _____

Purchase Order Amount _____

SIGNATURE _____

DATE _____

**A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax-exempt form must be supplied for our records



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.7. Sale or Disposal of Surplus Equipment
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-170 Approving Surplus Equipment and Sale	
EXPLANATION OF AGENDA ITEM: City staff have reviewed inventory and items in storage at the Ice Arena Facility. Staff is requesting this equipment be deemed surplus equipment and be sold or properly disposed of since the equipment cannot be used in the City's current operations. • Olympia Ice Edger The City utilizes Jeff Martin Auctioneers, Inc. for the sale of items along with general postings at City Hall. The equipment and supplies are listed at the lowest price the City will accept to be bid on the item. The equipment is sold to the highest bidder. Funds from the sale will be recognized in the Ice Arena Operating Fund (678) as sales revenue. ATTACHMENTS: 1. Resolution No. 2025-170 Sale or Disposal of Surplus Equipment	

**CITY OF WACONIA
RESOLUTION NO. 2025-170**

RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE

WHEREAS, Ice arena staff have identified equipment in storage that is no longer used in the department's operation; and

WHEREAS, the list of surplus equipment includes the following:

- Olympia Ice Edger

WHEREAS, funds received for the equipment with saleable value will be recognized in the Ice Arena Operating Fund (678) as sales revenue; and

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

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

Adopted by the City Council of the City of Waconia this 7th day of July 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.8. Holbrook Development Agreement
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approving Development Agreement for the Holbrook Additions	
EXPLANATION OF AGENDA ITEM: The City Council, at their regular meeting on April 7, 2025, approved a final plat for M/I Homes of Minneapolis/St. Paul, LLC and Pulte Homes of Minnesota, LLC. titled Holbrook and Holbrook 2nd Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Holbrook Additions final plat consists of one hundred fifty-three (153) single family parcels. The City Council approved the final plat application via Resolution 2025-113 and 2025-114 subject to certain conditions, including Pulte Homes of Minnesota, LLC. and M/I Homes of Minneapolis/St. Paul, LLC entering into a development agreement with the City. City staff have prepared a proposed development agreement for the Holbrook Additions, a copy of which is attached for Council's review and consideration. City staff recommends approval of the development agreement language as proposed.	
ATTACHMENTS: 1. DA Holbrook - Developer Signed	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**DEVELOPMENT AGREEMENT
FOR
HOLBROOK & HOLBROOK 2ND ADDITION
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated _____, 2025 (the “**Effective Date**”) and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”), Pulte Homes of Minnesota, LLC, a Minnesota limited liability company (“**Pulte**”), and M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“**M/I**”). Pulte and M/I are each, individually, a “**Developer**” and are, collectively, the “**Developers**”.

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

Lots 1 through 23, Block 1; Lots 1 through 2, Block 2; Lots 1 through 13, Block 3; Lots 1 through 22, Block 4; Lots 1 through 14, Block 5; Lots 1 through 4, Block 6; Lots 1 through 5, Block 7; and Lot 1, Block 8; Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot I, Outlot K, Outlot L, Outlot M, and Outlot N, HOLBROOK, Carver County, Minnesota;

and

Lots 1 through 28, Block 1; Lots 1 through 19, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 13, Block 4; Outlot A, and Outlot B, HOLBROOK 2ND ADDITION, Carver County, Minnesota.

RECITALS

WHEREAS, Pulte currently owns the real property legally described as Parcel A on attached Exhibit A (the “**Holbrook Development**”); and

WHEREAS, Saltire, LLC, a Minnesota liability company (“**Saltire**”) owns the real property legally described as Parcels B and C on attached Exhibit A (the “**Saltire Property**”); and

WHEREAS, the Holbrook Development and the Saltire Property are referred to in this Agreement, collectively, as the “**Property**”; and

WHEREAS, Pulte previously submitted a Preliminary Plat for the Property titled “HOLBROOK”, a copy of which is attached as Exhibit B (the “**Preliminary Plat**”); and

WHEREAS, on December 16, 2024, the City Council of the City (the “**City Council**”) passed Resolution No. 2024-285 conditionally approving the Preliminary Plat; and

WHEREAS, on April 7, 2025, the City Council passed Resolution No. 2025-113 conditionally approving the final plat for the Property titled HOLBROOK, Carver County,

Minnesota, a copy of which is attached as Exhibit C-1 (the “**Holbrook Final Plat**”); and

WHEREAS, the Holbrook Final Plat consists of:

1. Lots 1 through 23, Block 1; Lots 1 through 2, Block 2; Lots 1 through 13, Block 3; Lots 1 through 22, Block 4; Lots 1 through 14, Block 5; Lots 1 through 4, Block 6; Lots 1 through 5, Block 7; and Lot 1, Block 8 HOLBROOK, Carver County, Minnesota (the “**Holbrook Residential Lots**”);
2. Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot F, Outlot G, Outlot H, Outlot I, Outlot J, Outlot K, Outlot L, Outlot M, Outlot N, HOLBROOK, Carver County, Minnesota (collectively, the “**Holbrook Outlots**,” individually a “**Holbrook Outlot**”);
3. Park 1 and Park 2, HOLBROOK, Carver County, Minnesota (collectively, the “**Parks**”);
4. Certain land dedicated to public use for roadways, utility easements, stormwater drainage easements, and other municipal improvements; and

WHEREAS, the Developers are undertaking a joint venture to develop the Holbrook Development as a residential development, and in conjunction with such joint venture Plute intends to convey the following property to M/I:

Outlot L, HOLBROOK, Carver County, Minnesota;

(the “**M/I Property**”); and

WHEREAS, the portion of the Holbrook Development retained by Pulte (i.e., the Holbrook Development less the M/I property) is referred to as the “**Pulte Property**” in this Agreement; and

WHEREAS, on April 7, 2025, the City Council passed Resolution No. 2025-114 conditionally approving the final plat for the M/I Property titled HOLBROOK 2ND ADDITION, a copy of which is attached as Exhibit C-2 (the “**Holbrook 2nd Addition Final Plat**”); and

WHEREAS, the Holbrook 2nd Addition Final Plat consists of:

1. Lots 1 through 28, Block 1; Lots 1 through 19, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 13, Block 4; HOLBROOK 2ND ADDITION, Carver County, Minnesota (the “**Holbrook 2nd Addition Residential Lots**”);
2. Outlot A, and Outlot B, HOLBROOK 2ND ADDITION, Carver County, Minnesota (collectively, the “**Holbrook 2nd Addition Outlots**”; individually a “**Holbrook 2nd Addition Outlot**”);
3. Certain land dedicated to public use for roadways, utility easements, stormwater drainage easements, and other municipal improvements; and

WHEREAS, the Holbrook Final Plat and the Holbrook 2nd Addition Final Plat are referred to in this Agreement, collectively, as the “**Final Plats**”; and

WHEREAS, Saltire will retain ownership of the Saltire Property for future development which, as platted, consists of Lot 1, Block 8, and Outlots A, B, C, D and E, HOLBROOK, Carver County, Minnesota; and

WHEREAS, the Developers intend to construct the Holbrook Development in phases; and

WHEREAS, the Holbrook Residential Lots and Holbrook 2nd Addition Residential Lots are referred to in this Agreement, collectively, as the “**Phase 1 Residential Lots**”; and

WHEREAS, the Holbrook Outlots and the Holbrook 2nd Addition Outlots are referred to in this Agreement, collectively, as the “**Outlots**”; and

WHEREAS, for purposes of this Agreement, “**Future Phase**” or “**Future Phases**” refers to the future development of Outlot M, N and I, HOLBROOK, Carver County, Minnesota, or Outlot B, HOLBROOK 2ND ADDITION, Carver County, Minnesota; and

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

WHEREAS, on December 16, 2024, the City Council passed Resolution No. 2024-285 conditionally approving the Preliminary Plat and the PUD District; and

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

1. Construction Plans for Trunk Sanitary Sewer and Watermain Plans prepared by Westwood Professional Services, Inc., dated December 12, 2024, revised May 8, 2025 (the “**Trunk Utility Plans**”);
2. The Holbrook Construction Plans prepared by Westwood Professional Services, Inc., dated February 14, 2025, revised May 19, 2025;
3. The Holbrook 2nd Addition Construction Plans prepared by Westwood Professional Services, Inc., dated February 14, 2025, revised May 19, 2025;
4. Construction Plans for Little Avenue Realignment prepared by Westwood Professional Services, Inc., dated June 11, 2025 (the “**Little Avenue Realignment Plans**”); and
5. The Construction Plans for Final Landscape Plans for Holbrook, Waconia, MN, prepared by Westwood Professional Services, Inc., as Project No. 0042349.00, dated April 24, 2025 (Sheet 2 of 24 attached for reference as Exhibit D) (the “**Landscape Plans**”); and

WHEREAS, in connection with the Holbrook Development, the Developer will reconstruct and realign the portion of Little Avenue lying within and adjacent to the Holbrook Development, which will be redesignated as County State Aid Highway 92 in the future (**"Little Avenue"**)

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

1. The Developers' obligations regarding the grading of the Property and the development of Phase 1;
2. The PUD zoning for the Phase 1 Residential Lots (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code);
3. The Developers' obligation to dedicate certain real property and convey certain Outlots to the City;
4. The Developers' obligation to reconstruct and realign Little Avenue, and the City's obligation to reimburse the Developers for a portion of the associated cost; and

WHEREAS, each Future Phase of the Holbrook Development shall require a separate land use application and subdivision approval including, but limited to, a plat and development agreement; and

WHEREAS, development of the Saltire Property shall also require a separate land use application and subdivision approval including, but limited to, a plat and development agreement; and

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

TERMS

1. **INTRODUCTORY MATTERS.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developers:
 - 1.1. The Recitals set forth above;
 - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the **"City Resolutions"**); and
 - 1.3. The Early Grading Permit between the City and the Developers dated May 5, 2025 (the **"Early Grading Permit"**).
2. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this

Agreement.

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

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

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

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

“County” means Carver County, Minnesota.

“Developers’ Engineer” means Westwood Professional Services, Inc., or a successor engineer approved by the City, in writing.

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

“Joint General Contractor” means Enebak Construction Company, or another contractor approved by the City, in writing.

“Little Avenue Realignment” means the segment of Little Avenue depicted in the Little Avenue Realignment Plans and associated ponding, as reconstructed and realigned in full conformance with such plans.

“Minnesota” means the State of Minnesota.

“M/I’s General Contractor” means Nodland Construction Company, Inc., or another contractor approved by the City, in writing.

“Municipal Improvements for Phase 1” means the Developer Installed Municipal Improvements for Phase 1 and the Developer Funded Municipal Improvements for Phase 1, all as described in Section 6 of this Agreement.

“Phase 1” means the Phase 1 Residential Lots, the Parks, and all associated roadways, utility easements, stormwater drainage easements, and other municipal improvements; and

“Phase 1 Improvements” means, collectively, the Developer Installed Municipal Improvements for Phase 1, the Private Improvements for Phase 1, and the Landscape Improvements for Phase 1, all as described in Section 6 of this Agreement.

“Plans” means the Conditional Plans, as revised to address all reasonable changes,

comments, and clarifications requested in writing by the City Engineer or the City Public Services Director.

“Pulte’s General Contractor” means Enebak Construction Company, or another contractor approved by the City, in writing.

3. **RIGHT TO PROCEED; CONSTRUCTION.** As described in Section 5 below, the City has executed and issued the Early Grading Permit for the Property. Upon the Effective Date of this Agreement, the Developers may also proceed to install the Trunk Utility Improvements described in Section 6.1.4 below. Unless separate written approval has been given by the City, the Developers may not start construction of any other Phase 1 Improvements on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the Surety Deposits (defined in Section 14 below) have been received by the City; iii) the Final Plats and all documents required by this Agreement to be recorded have been recorded with the Carver County Recorder’s Office or Registrar of Titles; iv) the Developers have provided the City with recording information for all instruments required to be recorded; v) the Developers are not in default of this Agreement or any other agreement related to the Property; vi) the Developers are not in violation of any federal, state or local regulation related to the Property; vii) the City Community Development Director has issued a letter that the Developers may proceed; and viii) the Developers have acquired fee title ownership of the Holbrook Development. Construction of the Phase 1 Improvements on the Property shall proceed in accordance with the Preliminary Plat, the Final Plats, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

- 4.1. **Developers’ Engineer.** The Developers warrant: i) that Developers have retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare the Plans; and ii) such engineer has prepared the Plans in conformance with the City’s standard specifications for the Phase 1 Improvements.
- 4.2. **Requirements.** The City shall have no obligation to release the Final Plats executed by the City until the following engineering, planning and dedication requirements have been met to the City’s satisfaction:
 - 4.2.1. **Erosion and Sediment Control Plan.** The Developers shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developers shall comply with the erosion and sediment control plan. Further, during the development of the Property, the Developers shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined and directed by the City Engineer.
 - 4.2.2. **Wetlands.** The Developers shall have applied for and received all required approvals for any wetland alterations or mitigations on the

Property from each Governmental Entity with jurisdiction.

4.2.3. **Plan for Construction Access.** The Developers shall have submitted and received approval for construction access to the Property from the City Engineer. The construction access plan shall limit the construction traffic use of Little Avenue.

4.2.4. **Easements for Public Use.** The Developers shall have dedicated on the Final Plats or provided separate recordable easements, as determined by the City, for all streets, trails, drainage easements, utility easements and other public use areas, as required by the City or any other Governmental Entity with jurisdiction. If separate recordable easements are provided, the City and the Developers shall work together to record such documents immediately after the Final Plats are recorded and before any liens are placed against the Holbrook Development. If a lien already exists or arises before easements can be recorded (excepting liens for real estate taxes and assessments), the Developers shall take commercially reasonable steps to subordinate all such liens to the easements.

4.2.5. **Little Avenue Realignment Plans.** The Developers acknowledge the Little Avenue Realignment must be designed and constructed in conformance with the standards applicable to county state aid roadways. The Developers shall have submitted the Little Avenue Realignment Plans to the Carver County Engineer to confirm conformance with such standards and shall have obtained written, final approval of such plans from the County. If, at any time prior to construction, the City or the County determine the Little Avenue Realignment Plans do not meet the county state aid roadway standards, the Developers shall cause the Developers' Engineer to promptly revise such plans, at the Developers' expense, to meet the applicable standards.

4.2.6. **Approvals from other Governmental Entities.** The Developers shall have applied for and received approval for the Final Plats and the Plans from each Governmental Entity with jurisdiction. Thereafter, the Developers shall comply with all conditions of the approval of the respective Final Plats and the Plans. Modifications to the Final Plats and material modifications to the Plans are subject to the review and approval of the City Council. The Developers shall comply with any further requirements of the City Council based on its additional review and approval.

5. **GRADING.** The Developers shall rough grade the entire Property in compliance with the Early Grading Permit and the approved grading, drainage, and erosion control portion of the Plans. Further, the Developers shall final grade Phase 1 in compliance

with the Early Grading Permit and such Plans. Within 60 days after completion of such final grading work, the Developers shall provide the City with a “record” grading plan certified by a registered land surveyor or engineer. The “record” plan shall depict field verified locations, site grades and elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, house pads, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained after the entire site is completely graded, the pond has been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.

6. IMPROVEMENTS.

6.1. Municipal Improvements Installed by the Developers.

6.1.1. **General.** The Developers shall, at their expense, construct and install public improvements on and adjacent to Phase 1 in conformance with the Preliminary Plat, the Final Plats, the Plans, the Waconia City Code, and this Agreement (the “**Developer Installed Municipal Improvements for Phase 1**”) including:

- 6.1.1.1. street grading, graveling, berms and boulevards;
- 6.1.1.2. permanent street surfacing;
- 6.1.1.3. concrete curb and gutter;
- 6.1.1.4. boulevard sodding/seeding and blanket;
- 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developers;
- 6.1.1.6. storm sewers including all necessary catch basins, inlets, and other appurtenances;
- 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
- 6.1.1.8. street lighting and conduit crossing of City supplied conduit, where requested by the City;
- 6.1.1.9. sidewalks and trails;
- 6.1.1.10. split rail fence or another property defining element acceptable to the City Engineer, along the west boundary of Park 2 to provide safety and distance from adjacent agricultural uses;
- 6.1.1.11. removal of existing wells and septic systems as described in Section 6.1.2 below;
- 6.1.1.12. Utility Oversizing, as defined in Section 6.1.3 below, subject

to the City's obligation to reimburse associated costs, as described in Section 6.1.3;

6.1.1.13. Trunk Utility Improvements, as defined in Section 6.1.4 below, subject to the City's obligation to reimburse a portion of the associated costs, as described in Section 6.1.4; and

6.1.1.14. Little Avenue Realignment, as defined in Section 6.1.5 below subject to the City's obligation to reimburse a portion of the associated costs, as described in Section 6.1.5.

6.1.2. **Wells and Septic Systems.** The Developers, at their expense, shall; i) remove all existing wells on the Property and seal them; and ii) abandon/remove all septic systems on the Property. The Developers shall cause their contractors to perform the work required by this Section 6.1.2 in full compliance with the requirements of each Governmental Entity with jurisdiction. Certification of well sealing and septic system abandonment/removal for the existing properties shall be promptly provided to the City after the work is completed. Notwithstanding anything to the contrary above, the Developers shall not be required to remove the functioning well and septic system on Lot 1, Block 8, HOLBROOK, Carver County, Minnesota.

6.1.3. **Utility Oversizing.** When the Developers install the utilities for Phase 1, they shall oversize certain utilities pursuant to the Plans as follows (collectively, the "**Utility Oversizing**");

- A water main shown in the Plans has been oversized from 10 inches to 16 inches; and
- A sanitary sewer main shown in the Plans has been oversized as follows:
 - from MH-145 to MH-125 from 10 inches to 36 inches;
 - from MH-125 to MH-182 from 10 inches to 30 inches;
 - from MH-182 to MH-177 from 8 inches to 30 inches;
 - from MH-182 to MH-30 from 8 inches to 15 inches;
 - from MH-30 to Little Avenue from 8 inches to 15 inches;
 - Service Wye (X" by 4") in 37 locations.

The City shall reimburse the Developers in the total amount of \$1,899,192.00 for the Utility Oversizing, which amount has been calculated by adding the estimated water main oversizing costs of \$222,494.00 to the estimated sanitary sewer main oversizing costs of \$1,676,698.00. The City's total contribution amount for the Utility Oversizing is set, and the Developers shall bear the benefit of any cost savings and the risk of any cost overruns. The procedure for reimbursement is governed by Section 13 below. Oversizing for the water and sanitary sewer mains from MH-177 to 102nd Street, however,

is not included as part of the Utility Oversizing described in this Section 6.1.3 and will be addressed in the development agreements for Future Phases.

6.1.4. **Trunk Utility Improvements.** The Developers shall install trunk utility improvements pursuant to the Plans as follows (collectively, the “**Trunk Utility Improvements**”):

- A water main along County State Aid Highway 10 (“**CSAH 10**”) from Interlaken Court to Little Avenue;
- A water main and sanitary sewer main crossing Little Avenue at Street 9;
- A sanitary sewer main from the City’s Southeast Area Lift Station to MH-145; and
- A sanitary sewer main from MH-125 to the west Property boundary to serve future development.

The City shall reimburse the Developers in the total amount of \$887,274.00 for construction of the Trunk Utility Improvements, which amount has been calculated by adding the estimated cost of for the off-site water mains of \$398,337.00 to the estimated cost of for the off-site sanitary sewer mains of \$488,937.00. The City’s total contribution amount for the Trunk Utility Improvements is set, and the Developers shall bear the benefit of any cost savings and the risk of any cost overruns. The procedure for reimbursement is governed by Section 13 below. The water main and sanitary sewer main from MH-177 to 102nd Street, however, are not included as part of the Trunk Utility Improvements described in this Section 6.1.4 and will be addressed in the development agreements for Future Phases.

6.1.5. **Little Avenue Realignment.** The Developers shall reconstruct and realign Little Avenue pursuant to the Plans (the “**Little Avenue Realignment**”). The City shall reimburse the Developers in the amount of \$1,968,971.00 for the Little Avenue Realignment (the “**City’s Little Avenue Realignment Cost**”), which amount has been calculated by taking the total estimated cost of \$2,231,739.00 (the “**Estimated Little Avenue Realignment Cost**”), less the Developers’ estimated cost of \$262,768.00 to reconstruct Little Avenue in its current alignment. The City’s contribution amount for the Little Avenue Realignment is set, and the Developers shall bear the benefit of any cost savings and the risk of any cost overruns. The procedure for reimbursement is governed by Section 13.4 below. The realignment of Little Avenue between Street 9 and 102nd Street, however, is not included as part of the Little Avenue Realignment described in this Section 6.1.5 and will be addressed in the development agreements for Future Phases.

- 6.2. **Government Installed/Developer Funded Municipal Improvements for Phase 1.** The Developers shall reimburse the City for all costs associated with the installation of street, trail, wetland buffer, and shoreland buffer signs for Phase 1, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the “**Developer Funded Municipal Improvements for Phase 1**”). The estimated cost of these Developer Funded Municipal Improvements for Phase 1 is \$12,000.00, or less, which is for informational purposes only and not binding.
- 6.3. **Private Improvements.** The Developers shall, at their expense, install private improvements for Phase 1 (the “**Private Improvements for Phase 1**”) in conformance with the Early Grading Permit, Preliminary Plat, the Final Plats, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.4. **Landscape Improvements.** The Developers shall install, at their expense, all landscaping improvements required by the Landscape Plans for Phase 1 (the “**Landscape Improvements for Phase 1**”). Further, for a period of 2 years from the date installed, Developers shall replace any plant material that dies or is not growing properly. The Developers shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.5. **Categorization of Improvements.** The parties to this Agreement acknowledge the joint nature of the project requires the Developers to be jointly responsible for the construction of certain Phase 1 Improvements and individually responsible for the construction of other Phase 1 Improvements. For purposes of this Agreement:
- 6.5.1. “**Joint Improvements**” means, collectively, the Trunk Utility Improvements (defined in Section 6.1.4 above) and the Little Avenue Realignment (defined in Section 6.1.5 above).
- 6.5.2. “**M/I Improvements**” means all Phase 1 Improvements that are constructed on the M/I Property, excepting the Joint Improvements and the M/I Landscape Improvements (defined below). Without limiting the general nature of the preceding sentence, the Developers agree the following unique items are also part of the M/I Improvements:
- 6.5.2.1. The sealing/abandonment of all wells and septic systems on the M/I Property, as described in Section 6.1.2 above; and
- 6.5.2.2. All Utility Oversizing described in Section 6.1.3 above that occurs on the M/I Property.
- 6.5.3. “**M/I Landscape Improvements**” means the Landscape Improvements for Phase 1 that are associated with the Holbrook 2nd

Addition Residential Lots.

- 6.5.4. **“Pulte Improvements”** means all Phase 1 Improvements that are constructed on the Pulte Property, excepting the Joint Improvements and the Pulte Landscape Improvements (defined below). Without limiting the general nature of the preceding sentence, the Developers agree the following unique items are also part of the Pulte Improvements:
- 6.5.4.1. The sealing/abandonment of all wells and septic systems on the Pulte Property, as described in Section 6.1.2 above;
 - 6.5.4.2. The property defining element described in Section 6.1.1.10 above; and
 - 6.5.4.3. All Utility Oversizing described in Section 6.1.3 above that occurs on the Pulte Property.
- 6.5.5. **“Pulte Landscape Improvements”** means all Landscape Improvements for Phase 1 that are associated with the Holbrook Residential Lots.
- 6.5.6. **Reallocation of Costs Between Developers.** Nothing herein prohibits the Developers from reallocating costs and reimbursements between themselves. If a question arises as to whether any item should be categorized as part of the Joint Improvements, the M/I Improvements, the M/I Landscape Improvements, the Pulte Improvements, or the Pulte Landscape Improvements, the City and the Developers shall work together, in good faith, to categorize the item and confirm their decision in writing. If the parties cannot agree within two (2) business days after the question first arises, the City shall determine the categorization and inform the Developers of its decision, in writing, which shall be binding upon the Developers.
- 6.6. **Permits.** Prior to any construction occurring on the Property, the Developers shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the Plans. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developers to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developers. The Developers agree to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developers to acquire the permits and approvals required herein.
- 6.7. **Licenses.** The Developers hereby grant the City, its agents, employees,

officers, and contractors a license to enter the Holbrook Development to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Holbrook Development. The City hereby grants the Developers a license to enter onto the portions of the Holbrook Development dedicated for public use to construct the Developer Installed Municipal Improvements for Phase 1 and any other improvements required by this Agreement.

- 6.8. **Standard of Performance.** All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Early Grading Permit, the Preliminary Plat, the Final Plats, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plats regarding the development contemplated in this Agreement, the Final Plats shall control.
- 6.9. **Deadlines for Completion.** The Developers shall install all Developer Installed Municipal Improvements for Phase 1 by December 1, 2026, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than October 31st, 2027. All Landscape Improvements for Phase 1 shall be installed no later than December 31, 2028. The Developers may request an extension of time from the City in regard to any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefore is caused by events beyond the reasonable control of the Developers. If an extension is granted, it shall be conditioned upon updating the security posted by the Developers to reflect cost increases and the extended completion date.
- 6.10. **Construction Times.** The Developers shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.11. **Public Property Damage.** The Developers are liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the development of the Property. The Developers shall promptly notify the City Public Services Director of any such damage the Developers discover. Further, the Developers shall repair all such damage, at their expense, within 20 days after receiving written notice from the City requesting repair. If the Developers fail to repair any damage within 20 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the

Developers shall reimburse the City for all materials and labor associated with the repair.

- 6.12. **Street Cleaning.** During the development of the Property, the Developers shall keep the streets, sidewalks, and trails within and adjoining the Property free of dust, dirt, debris and clutter caused by the development. Further, the Developers shall proactively treat adjacent gravel and dirt roads to reduce dust arising from construction traffic to a level reasonably acceptable to the City; provided any treatment of adjacent township roads shall require prior township approval. If the City determines the Developers have violated this requirement, the City may give the Developers written notice of the violation, and the Developers shall perform the cleanup within 48 hours. If the Developers fail to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developers shall reimburse the City for all materials and labor associated with the cleanup.
- 6.13. **Inspection.** The Developers shall instruct Developers' Engineer and their respective engineers, as applicable, to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion and at the Developers' expense: have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis; or ii); take any action necessary to certify utilities for compliance and use. The Developers, their contractors, and subcontractors, shall follow all instructions received from the City's inspectors to the extent that the instructions do not contradict the Early Grading Permit, Preliminary Plat, the Final Plats, or the Plans. The Developers' Engineer shall provide on-site project management. The Developers' engineer is responsible for design changes and contract administration between the Developers and the Developers' contractor. The Developers, through their engineer, must also provide all surveying and construction staking necessary to ensure that the construction of the Phase 1 Improvements conforms to the Plans. The Developers or their engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via virtual meeting (e.g., Zoom) with all parties concerned, including the City staff, to review the program for the construction work.
- 6.14. **Final Inspection by the City.** Promptly upon completion of the Phase 1 Improvements, the Developers shall provide the following to the City (the "**Inspection Deliverables**"):
- 6.14.1.as-built plans of the Phase 1 Improvements in both paper and electronic format, which electronic format shall be acceptable to the City Public Services Director; and
 - 6.14.2.a recording of closed-circuit televising of the sanitary sewer

improvements and a written report describing such televising.

- 6.15. **Acceptance by the City.** All Phase 1 Improvements are subject to final inspection by the City Engineer, the City Public Services Director, and the City Building Inspector (collectively, the **“City Staff Inspectors”**). Inspections shall be performed as follows:

6.15.1. When the Developers or a Developer, as applicable, determine any of the improvements listed below are fully complete, an inspection of such fully completed improvements (each, a **“Completed Improvement”**) may be requested:

6.15.1.1. Trunk Utility Improvements;

6.15.1.2. Little Avenue Realignment;

6.15.1.3. Pulte Improvements;

6.15.1.4. M/I Improvements;

6.15.1.5. Pulte Landscape Improvements; or

6.15.1.6. M/I Landscape Improvements.

6.15.2. If any of the City Staff Inspectors determine corrective action is needed to conform any Completed Improvement to the Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail cracks and damage), the City shall inform the Developer that requested the inspection of the corrective action needed. Upon receiving written notice from the City of any corrective action needed, the Developers or Developer, as applicable, shall promptly complete the corrective action to the satisfaction of the City Staff Inspectors and at the Developers’ or Developer’s expense, as applicable. When all items requiring correction have been address to the satisfaction of the City Staff Inspectors, a City Staff Inspector shall confirm such to the Developers or the Developer that requested the inspection, as applicable (the date of such notice being the **“Inspection Approval Date”**).

6.15.3. Within 60 days of the City’s receipt of the Inspection Deliverables for any Completed Improvement or the Inspection Approval date for such Completed Improvement, whichever is later, the City shall either accept, by resolution of the City Council, the Complete Improvement or inform the Developer(s) that requested the inspection, in writing, of the corrective action needed. The City’s failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the applicable Completed Improvement shall become City property without further action.

6.15.4. The Pulte Landscape Improvements and the M/I Landscape Improvements shall be deemed accepted, as applicable, on the day that any of the City Staff Inspectors confirm, in writing, that all applicable plant material has been installed.

7. **WARRANTIES.**

- 7.1. **Trunk Utility Improvements.** The Developers shall cause the Joint General Contractor to guarantee and warrant all work performed and all materials supplied for the construction of the Trunk Utility Improvements for a period of two (2) years from final acceptance by the City and to promptly repair or replace any portion of the Trunk Utility Improvements found to be defective. Further, upon final completion of the Trunk Utility Improvements and acceptance thereof by the City Council, the Developers shall furnish the City with a two (2) year warranty bond for 100% of the cost of the Trunk Utility Improvements, as determined by the City.
- 7.2. **Little Avenue Realignment.** The Developers shall cause the Joint General Contractor to guarantee and warrant all work performed and all materials supplied for the construction of the Little Avenue Realignment for a period of two (2) years from final acceptance by the City and to promptly repair or replace any portion of the Little Avenue Realignment found to be defective. Further, upon final completion of the Little Avenue Realignment and acceptance thereof by the City Council, the Developers shall furnish the City with a two (2) year warranty bond for 100% of the cost of the Little Avenue Realignment, as determined by the City.
- 7.3. **M/I Improvements.** M/I shall cause M/I's General Contractor to guarantee and warrant all work performed and all materials supplied for the construction of the M/I Improvements for a period of two (2) years from final acceptance by the City and to promptly repair or replace any portion of the M/I Improvements found to be defective. Further, upon final completion of the M/I Improvements and acceptance thereof by the City Council, M/I shall furnish the City with a two (2) year warranty bond for 100% of the cost of the M/I Improvements, as determined by the City.
- 7.4. **M/I Landscape Improvements.** M/I agrees to guarantee and warrant the M/I Landscape Improvements for a period of two (2) years from the date the last applicable plant material (i.e., last plant) is installed. If any plant material dies or is not growing properly within two (2) years of such date, M/I shall cause its landscaping contractor to promptly replace it. The warranty period shall start upon the City's acceptance pursuant to Section 6.15.1.5 above.
- 7.5. **Pulte Improvements.** Pulte shall cause Pulte's General Contractor to guarantee and warrant all work performed and all materials supplied for the construction of the Pulte Improvements for a period of two (2) years from final acceptance by the City and to promptly repair or replace any portion of the

Pulte Improvements found to be defective. Further, upon final completion of the Pulte Improvements and acceptance thereof by the City Council, Pulte shall furnish the City with a two (2) year warranty bond for 100% of the cost of the Pulte Improvements, as determined by the City.

- 7.6. **Pulte Landscape Improvements.** Pulte agrees to guarantee and warrant the Pulte Landscape Improvements for a period of two (2) years from the date the last applicable plant material (i.e., last plant) is installed. If any plant material dies or is not growing properly within two (2) years of such date, Pulte shall cause its landscaping contractor to promptly replace it. The warranty period shall start upon the City's acceptance pursuant to Section 6.15.1.5 above.

8. **INSURANCE AND INDEMNIFICATION.**

- 8.1. **Insurance.** The Developers shall furnish proof of insurance prior to the commencement of construction of the Phase 1 Improvements, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Phase 1 Improvements at a minimum policy amount of \$1,000,000.00. The Developers shall keep such insurance in force during construction of the Phase 1 Improvements and applicable warranty periods. The insurance shall name the City as an additional insured and shall require the insurer to give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy. The Developers may have their prime contractors provided such insurance coverage for their respective areas of responsibility provided the structure of such insurance coverage has been approved by the City, in writing.

- 8.2. **Indemnification.** Claims against the Developers, their agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the City. The Developers are jointly and severally liable for the Developers' obligations under this Agreement. The Developers shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "**Indemnified Parties**") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developers' violation of this Agreement or any act or failure to act by the Developers, their officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified Parties or any of them.

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

- 9.1. **General Building Permit Requirements.** No building permits for Phase 1 Residential Lots shall be issued until:

9.1.1. the Final Plats have been recorded;

- 9.1.2. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;
 - 9.1.3. the well and septic system certifications required by Section 6.1.2 above have been provided to the City;
 - 9.1.4. the Phase 1 Improvements have been substantially completed;
 - 9.1.5. restrictive covenants and homeowners' association documents acceptable to the City have been executed and recorded;
 - 9.1.6. the Encroachment and Maintenance Agreement attached as Exhibit F has been fully executed and recorded;
 - 9.1.7. a notice has been recorded against all Phase 1 Residential Lots, in a form acceptable to the City Community Development Director, notifying future property owners of adjacent agricultural uses and activities that may produce objectionable noises and odors;
 - 9.1.8. park dedication requirements have been met as required herein;
 - 9.1.9. any outstanding amounts due the City under this Agreement have been paid;
 - 9.1.10. all required financial guarantees have been given to the City; and
 - 9.1.11. the Developers are not then in default of this Agreement.
- 9.2. **Individual Lot Building Permit Requirements.** In addition to the requirements in Section 9.1 above and subject to Section 9.1, no building permit for an individual Phase 1 Residential Lot shall be issued until:
- 9.2.1. the City Public Services Director has approved access and temporary construction access for the lot;
 - 9.2.2. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection;
 - 9.2.3. individual lots are properly established with best management practices ("**BMP**") devices approved by the City Public Services Director including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
 - 9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.
- 9.3. **Certificate of Occupancy Requirements.** No certificate of occupancy shall be issued for a residential structure on a Phase I Residential Lot until:
- 9.3.1. the City Public Services Director has approved an as-built final grade

and sidewalk survey for the lot;

- 9.3.2. the City Public Services Director has approved a utility check for the lot including sump pump connection inspection;
- 9.3.3. the City Public Services Director has approved storm water compliance for the lot;
- 9.3.4. all trees shown in the Plans for the lot have been planted or, if seasonal conditions do not then allow planting, the City has been provided with written assurance that they will be planted promptly when weather permits; and
- 9.3.5. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

9.4. Model Homes.

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

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

9.4.2. **Risk.** The Developers assume all risk, liability, damages, and costs

associated with i) the construction of the model homes; ii) delays in completion of the Phase 1 Improvements; and iii) damage to the Phase 1 Improvements.

- 9.5. **Lot Fees.** Once the Final Plats have been recorded and tax parcel identification numbers have been assigned to the Phase 1 Residential Lots, the City shall start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413 & 414. The Developers acknowledge the City will immediately charge such fees against all Phase 1 Residential Lots, all Outlots retained by the Developers, and all Outlots retained by Saltire. The Developers agree to timely pay such fees on all parcels owned by the Developers notwithstanding the phased nature of the Holbrook Development. Further, Saltire shall timely pay such fees for all parcels owned by Saltire. Once the City becomes aware of any sale or transfer to a third-party, the City will invoice such fees to the third-party owner. The current fees are: i) \$27.87/month for single family lots; and ii) \$77.17/month for all other lots. These fees are subject to change and can be found in the City Fee Schedule annually approved by the City Council.

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

- 10.1. **Park Dedication.** The Developers shall convey Park 1 and Park 2, HOLBROOK, Carver County, Minnesota, to the City and pay the sum of \$275,400.00 at the time the Final Plats are recorded, which conveyances and payment satisfy the City's park dedication requirements for Holbrook and Holbrook 2nd Addition, including the Outlots retained by the Developers for future development. Notwithstanding anything to the contrary above, such conveyances and payment do not satisfy the City's park dedication requirements for the Saltire Property. Consequently, the City's park dedication requirements will apply to the Saltire Property as a condition of, and prior to the issuance of any future building permits for the Saltire Property, or any portion thereof.
- 10.2. **Outlots.** In addition to Park 1 and Park 2, the Developers shall convey the following Outlots to the City:
- 10.2.1. Outlot F, HOLBROOK, Carver County, Minnesota, for wetland/open space, storm water ponding purposes and trail location;
 - 10.2.2. Outlot G, HOLBROOK, Carver County, Minnesota, for wetland/open space and stormwater ponding purposes;
 - 10.2.3. Outlot H, HOLBROOK, Carver County, Minnesota, for wetland/open space, stormwater ponding purposes and trail location;
 - 10.2.4. Outlot J, HOLBROOK, Carver County, Minnesota, for wetland/open space, stormwater ponding purposes and trail location;

10.2.5. All right-of-way associated with the future CSAH 92 corridor and the future right-of-way associated with the future improvement of 102nd Street (future CSAH 10 road corridor).

10.3. **Conveyances for Phase 1.** The City and Developers agree the Holbrook Final Plat shall be recorded first, the Holbrook 2nd Addition Final Plat shall be recorded immediately thereafter (i.e., such plats shall be submitted for recording at the same time), and the above conveyances shall occur immediately after the Final Plats are recorded (i.e., the Final Plats and the conveyances to the City shall be submitted for recording together). All conveyances shall be made without cost to the City. Further, the purposes listed above for such conveyances are informational only and do not limit the City's ability to use any parcel conveyed to the City for any use. The Developers shall deed all such Outlots to the City using a standard form warranty deed. The warranty deed conveying such Outlots shall not list any restrictions or exceptions to title other than the following: i) the lien of real estate taxes and special assessments not yet due and payable; ii) building, zoning and subdivision statutes, laws, ordinances, and regulations; and iii) reservations of minerals or of mineral rights in favor of Minnesota, if any. As such, the Developers shall release all other liens and encumbrances against such properties, including any mortgages or other monetary liens, prior to conveyance. Further, the warranty deed shall waive any rights under Minnesota Statutes, Minnesota Statutes §117.226, as amended, to reacquire the real property.

10.4. **Future Conveyance and Access Bridge.** The Developers will deed Outlot K, HOLBROOK, Carver County, Minnesota, to the City for future road right-of-way as a condition of approval for Future Phases. Further, an access bridge meeting the specifications described in attached Exhibit E-1 will be needed to connect portions of Outlot N and Outlot J, HOLBROOK, Carver County, Minnesota, at approximately the location depicted in attached Exhibit E-2. The Developers will construct such bridge (or provide the City with sufficient funds to do so) as a condition of approval for Future Phases.

11. **TREE PRESERVATION AND TRAILS.**

11.1. **Tree Preservation/Restoration/Restitution.** Section 900.06, Subd. 8, Section D, of the Waconia City Code includes specific tree preservation and regulation requirements. Based on the Landscape Plans, the Developers shall pay the City a tree restitution payment in the amount of \$393,150.00 for the entire Holbrook Development. The Developer shall be allowed to pay the reimbursement on a per Phase basis based on a per lot fee of \$1,159.73 for all residential lots in the applicable Phase. Phase 1 of Holbrook consists of 83 residential lots, which requires the submittal of \$96,257.59 in tree restitution and Phase 1 of Holbrook 2nd Addition consists of 68 residential lots, which requires the submittal of \$78,861.64. Both such fees for Phase 1 shall be paid

to the City as a condition of the City releasing the Final Plats for recording. Notwithstanding anything to the contrary above, the Developers and Saltire acknowledge such fees do not satisfy the City's tree preservation/restoration/restitution requirements for the Saltire Property. Consequently, such requirements will apply to the Saltire Property as a condition of, and prior to the issuance of any future building permits for the Saltire Property, or any portion thereof.

- 11.2. **County Road 92 Trail Segment.** The Developers shall jointly deposit cash in lieu in the amount of \$49,450.00 for the segment of regional trail to be located along future County Road 92 from CSAH 10 to Street 9, as identified on the Plans. Such deposit shall be paid to the City as a condition of the City releasing the Final Plats for recording. The Developers acknowledge a regional trail fee will also be due in the future for a trail segment between Street 9 and 102nd Street, and that this will be addressed in the development agreements for Future Phases.
12. **PUD ZONING.** The Phase I Residential Lots shall meet the requirements of the Planned Unit Development ("**PUD**") zoning stated below:
 - 12.1. **General.** Waconia City Code ordinances and regulations applicable to regulations applicable to the R-1, Single-Family Residential District shall apply to all Single Family Residential Lots (40 ft., 52 ft., 60 ft. & 65 ft.) identified below, except as expressly provided in this Section 12 to the contrary.
 - 12.2. **Single Family Residential Lots – 40 ft.** The following PUD zoning applies to Lots 1 through 28, Block 1; and Lots 6 through 19, Block 2, HOLBROOK 2ND ADDITION, Carver County, Minnesota:
 - 12.2.1. The minimum lot area shall be 5,303 sq. ft.;
 - 12.2.2. The maximum impervious surface for each lot shall be 50%;
 - 12.2.3. The minimum front yard setback for each lot shall be 25 feet;
 - 12.2.4. The minimum street side yard setback for each lot shall be 20 feet;
 - 12.2.5. The minimum interior side yard setback for each lot shall be 5 feet;
 - 12.2.6. The minimum rear yard setback for each lot shall be 30 feet; and
 - 12.2.7. The maximum building height shall be 35 feet.
 - 12.3. **Single Family Residential Lots – 52 ft.** The following PUD zoning applies to Lots 1 through 5, Block 2; Lots 1 through 8, Block 3; Lots 1 through 13, Block 4, HOLBROOK 2ND ADDITION, Carver County, Minnesota:
 - 12.3.1. The minimum lot area shall be 6,634 sq. ft.;
 - 12.3.2. The maximum impervious surface for each lot shall be 50%;
 - 12.3.3. The minimum front yard setback for each lot shall be 25 feet;

- 12.3.4. The minimum street side yard setback for each lot shall be 20 feet;
- 12.3.5. The minimum interior side yard setback for each lot shall be 5 feet;
- 12.3.6. The minimum rear yard setback for each lot shall be 30 feet; and
- 12.3.7. The maximum building height shall be 35 feet.
- 12.4. **Single Family Residential Lots – 60 ft.** The following PUD zoning applies to Lots 9 through 13, Block 3; Lots 1 through 14, Block 4; Lots 1 through 14, Block 5; Lots 1 through 4, Block 6; Lots 1 through 5, Block 7, HOLBROOK, Carver County, Minnesota:
 - 12.4.1. The minimum lot area shall be 7,930 sq. ft.;
 - 12.4.2. The maximum impervious surface for each lot shall be 45%;
 - 12.4.3. The minimum front yard setback for each lot shall be 25 feet;
 - 12.4.4. The minimum street side yard setback for each lot shall be 25 feet;
 - 12.4.5. The minimum interior side yard setback for each lot shall be 5 feet/10 feet, 15 feet total;
 - 12.4.6. The minimum rear yard setback for each lot shall be 30 feet; and
 - 12.4.7. The maximum building height shall be 35 feet.
- 12.5. **Single Family Residential Lots – 65 ft.** The following PUD zoning applies to Lots 1 through 23, Block 1; Lots 1 and 2, Block 2; Lots 1 through 8, Block 3; Lots 15 through 22, Block 4, HOLBROOK, Carver County, Minnesota:
 - 12.5.1. The minimum lot area shall be 8,515 sq. ft.;
 - 12.5.2. The maximum impervious surface for each lot shall be 45%;
 - 12.5.3. The minimum front yard setback for each lot shall be 25 feet;
 - 12.5.4. The minimum street side yard setback for each lot shall be 25 feet;
 - 12.5.5. The minimum interior side yard setback for each lot shall be 5 feet/10 feet, 15 feet total;
 - 12.5.6. The minimum rear yard setback for each lot shall be 30 feet; and
 - 12.5.7. The maximum building height shall be 35 feet.
- 12.6. **Existing Home.** Lot 1, Block 8, HOLBROOK, Carver County, Minnesota, is the location of the existing home, which is subject to the R-1 Single-Family Residential District standards. If the existing home is removed, the property may be subdivided into parcels consistent with Section 12.3, which allows specific regulations related to 52 ft. wide lots.
- 12.7. **Outlots Retained by Developers for Future Phases.** PUD zoning for future Phases will be addressed in the development agreements for Future Phases.

13. **PAYMENT OF COSTS AND EXPENSES.**

- 13.1. **General.** The Developers agree to pay, upon written demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property, except as expressly provided in this Agreement to the contrary. For example, the Developers shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; or v) except as otherwise set forth in Section 8.2 and 20.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developers shall each deposit with the City the sum of \$25,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developers are required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developers with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2028, shall be promptly refunded to the Developers. Any costs, expenses, or charges in excess of the escrow amount (or incurred after the escrow account is closed) shall be billed by the City in writing and paid by the Developers in conformance with Section 13.2 below.
- 13.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand or request payment from the Developers or requires the Developers to reimburse the City, the City shall invoice the Developers for the amount due. Each amount invoiced by the City to the Developers shall be due and payable 35 days after the date of the applicable invoice. If the Developers fail to pay any undisputed amount on or before the date such amount is due, the Developers shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.
- 13.3. **Developer Billing Procedure.** Except as provided in Section 13.4 below, whenever this Agreement permits the Developers to demand or request reimbursement from the City, the Developers shall invoice the City for the amount due. Each undisputed amount invoiced by the Developers to the City shall be due and payable 35 days after the date of the applicable invoice. If the City fails to pay any amount on or before the date such amount is due, the City shall be deemed in default of this Agreement. The invoices from the Developers for each of the reimbursement amounts due from the City pursuant to Sections 6.1.1.12 (utility oversizing) and 6.1.1.13 (Trunk Utility Improvements) shall be submitted for the entire reimbursement amount after the relevant improvements have been accepted by the City pursuant to

Section 6.15 and the City shall issue a City check for the applicable reimbursement that is jointly payable to Pulte and M/I.

- 13.4. **Disbursing Procedure for Little Avenue Reimbursement.** The City shall reimburse the Developers for the City's Little Avenue Realignment Cost (defined in Section 6.1.5) as described below:

13.4.1. For purposes of making the intermediate payments described in this Section 13.4.1, the "**Developers' Percentage**" is 11.8%.

13.4.2. The Developers may submit a written request for payment to the City (an "**Application**"), not more frequently than once a month, for the portion of the Little Avenue Realignment work completed prior to the date of the Application. Each Application shall be payable on a percentage of completion basis (i.e., cost of the work completed in relation to the Estimated Little Avenue Cost), less the Developers' Percentage, less five percent (5%) retainage, and less all prior payments. Each Application shall specify the name(s) and address(es) of the party/parties to which payment shall be sent.

13.4.3. Each application shall include a signed and sealed certification from the Developers and the Developers' Engineer that includes: i) confirmation that the portions of the work, labor, and materials for which payment is requested have been completed pursuant to the terms of the Little Avenue Realignment Plans, this Development Agreement, and all applicable laws, statutes, ordinances and other legal requirements; ii) confirmation that the work has been peer-reviewed and approved by the materials tester or architect; and iii) a list of names and addresses of all contractor(s), subcontractors and the material suppliers used in the work, labor and/or materials for which payment is requested. Such certificate shall be in the form of a Civil Engineer's Certification of Contractor's Pay Request (Schedule of Values AIA Form Pay Request, or any successor form thereto approved by the City Engineer).

13.4.4. With respect to the work, labor and/or materials covered by each Application, the Developers shall provide copies of sworn statements and partial or final lien waivers signed by each contractor, and/or each of its subcontractors and material suppliers performing such work or providing such labor or materials in connection with such work, stating: i) that such contractor, subcontractor or material supplier waives any lien or right to lien with respect to work, labor and/or materials for which payment has been received by such contractor, subcontractor and/or material supplier; and ii) the amount theretofore received by such contractor, subcontractor or material supplier, together with written evidence that such payments have been made.

13.4.5. The City shall have 10 business days to review each Application. Prior to the expiration of such period, the City shall either distribute the funds requested or notify the Developers that the Application is insufficient or incomplete, in which case the City shall itemize the information/documentation needed to make the Application complete. If the City deems an Application insufficient or incomplete, the Developers shall promptly submit all required information/documentation, and the above process shall repeat until the City deems the Application complete. The City shall make each required payment via City check to the party or parties jointly designated by the Developers in the Application.

13.4.6. Following completion of the Little Avenue Realignment, the Developers shall submit a final Application that includes, in addition to the information and documentation required above, the following:

13.4.6.1. A list of all material suppliers and subcontractors used in connection with the work, together with copies of final lien waivers from each material supplier and subcontractor and written evidence that such material suppliers and subcontractors have been paid in full;

13.4.6.2. A final lien waiver from the Joint General Contractor, together with written evidence that the Joint General Contractor has been paid in full;

13.4.6.3. The Inspection Deliverables required by Section 6.14, as applicable; and

13.4.6.4. All necessary or appropriate certificates and/or other documentation that the City may reasonably require.

13.4.7. When the City deems the final Application complete, the inspection and acceptance procedure set forth in Section 6.15 shall apply and the City shall pay the remaining amount of the City's Little Avenue Realignment Cost upon acceptance of the Little Avenue Realignment by the City Council. Notwithstanding anything to the contrary in this Section 13.4, if at any point the payments made by the City to the Developers equal the City's Little Avenue Realignment Cost, the City's obligation to make payments under this Section 13.4 shall end.

14. **FINANCIAL GUARANTEES.** Prior to release of the Final Plats, unless otherwise stated, the Developers shall provide the financial guarantees described in this Section 14 (collectively, the "**Surety Deposits**").

14.1. **Guarantees for Municipal Improvements.**

14.1.1. **Grading.** The Surety Deposit for the grading work covered by the Early Grading Permit is separately addressed by the Early Garding Permit.

14.1.2. **Little Avenue Realignment.** No Surety Deposit shall be required for the City's Little Avenue Realignment Cost (defined in Section 6.1.5). The Developers shall, collectively, include the balance of the Estimated Little Avenue Realignment Cost in the letters of credit required by Section 14.1.4 below.

14.1.3. **Trunk Utility Improvements.** To assure the installation of the Trunk Utility Improvements in a good and workmanlike manner and the Developers' faithful performance of their obligations under this Agreement, each Developer shall provide the City with an irrevocable letter of credit from a U.S. bank, which letter of credit shall be in a form satisfactory to the City. The amount of the letter of credit provided by Pulte (the "**Pulte Trunk Utility Improvements LOC**") for the Municipal Improvements for Phase 1 shall be \$1,805,026 (which equals 120% of Pulte's share of the cost of the Trunk Utility Improvements). The amount of the Letter of Credit for the Municipal Improvements for Phase 1 provided by M/I (the "**M/I Trunk Utility Improvements LOC**") shall be \$2,251,213.00 (which equals 120% of M/I's share of the cost of the Trunk Utility Improvements). If the Developers fail to install the Trunk Utility Improvements in accordance with the provisions of this Agreement or otherwise breach any obligations under this Agreement, the City shall notify the Developers in writing of such breach. If the Developers fail to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under this Agreement. Thereafter, the City may draw upon the Pulte Trunk Utility Improvements LOC, the M/I Trunk Utility Improvements LOC, or both, in such amount as is reasonably adequate to cure the breach. The Pulte Trunk Utility Improvements LOC and the M/I Trunk Utility Improvements LOC shall each be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

14.1.4. **Remaining Municipal Improvements.** To assure the installation of the other Municipal Improvements for Phase 1 in a good and workmanlike manner and the Developers' faithful performance of their obligations under this Agreement, each Developer shall provide the City with an irrevocable letter of credit from a U.S. bank, which letter of credit shall be in a form satisfactory to the City. The amount of the letter of credit provided by Pulte (the "**Pulte Other Improvements LOC**") for the other Municipal Improvements for Phase 1 shall be \$4,498,476.00 (which equals 120% of Pulte's share of the cost of the other Municipal Improvements for Phase 1). The amount of the letter of credit for the other Municipal Improvements for Phase 1 provided by M/I (the "**M/I Other Improvements LOC**") shall be \$2,761,030.00 (which equals 120% of M/I's share of the cost of the other Municipal Improvements

for Phase 1). If the Developers fail to install the Developer Installed Municipal Improvements for Phase 1, excepting the Trunk Utility Improvements, in accordance with the provisions of this Agreement, fail to reimburse the City for the Developer Funded Municipal Improvements for Phase 1 as required herein, or otherwise breach any obligations under this Agreement, the City shall notify the Developers in writing of such breach. If the Developers fail to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under this Agreement. Thereafter, the City may draw upon the Pulte Other Improvements LOC, the M/I Other Improvements LOC, or both, in such amount as is reasonably adequate to cure the breach. Notwithstanding the immediately preceding sentence, if the City can reasonably attribute a breach as being solely related to the Pulte Improvements, the City shall only draw on the Pulte Other Improvements LOC. Likewise, if the City can reasonably attribute a breach as being solely related to the M/I Improvements, the City shall only draw on the M/I Other Improvements LOC. The Pulte Other Improvements LOC and the M/I Other Improvements LOC shall each be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

14.1.5. Release/Reduction of Letter of Credit. Each Developer may apply to the City for a release of all or a portion of a letter of credit provided by the Developer pursuant to Section 14.1.3 or Section 14.1.4 above as follows:

14.1.5.1. When another irrevocable letter of credit acceptable to the City is furnished by the Developer to the City to replace the letter of credit previously provided by the Developer.

14.1.5.2. When the Trunk Utility Improvements have been accepted by the City pursuant to Section 6.15 above and the warranty bond required by Section 7.1 of this Agreement has been provided to the City, each Developer may apply to have the letter of credit provided by the Developer pursuant to Section 14.1.3 above released in its entirety and the City shall grant such requests.

14.1.5.3. When the Municipal Improvements for Phase 1, excepting the Trunk Utility Improvements and the wear course of pavement, have been substantially completed and accepted by the City Engineer, each Developer may apply for a 50% reduction in the letter of credit provided by the Developer pursuant to Section 14.1.4 above and the City shall grant such requests, either individually or together, provided a new letter of credit acceptable to the City for the remaining 50%

is furnished to the City for each letter of credit reduced.

14.1.5.4. When all of the Municipal Improvements for Phase 1 including the wear course of pavement, but excepting the Trunk Utility Improvements, have been completed, approved by the City pursuant to Section 6.15 above, and the warranty bonds required by Sections 7.2, 7.5 and 7.3 of this Agreement have been provided to the City, the Developers may apply to have the letters of credit provided by them pursuant to Section 14.1.4 released together, in their entirety, and the City shall grant such request.

14.2. **Guarantee for the Landscape Improvements.**

14.2.1. **Letter of Credit.** To assure the installation of all Landscape Improvements for Phase 1 in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developers' faithful performance of their obligations under this Agreement, the Developers shall each provide the City with an irrevocable letter of credit from a U.S. bank in a form satisfactory to the City. The amount of the letter of credit provided by Pulte (the "**Pulte Landscape LOC**") for the Landscape Improvements for Phase 1 shall be \$399,808.00 (which equals 100% of Pulte's share of the cost of the Landscape Improvements for Phase 1). The amount of the Letter of Credit for the Landscape Improvements for Phase 1 provided by M/I (the "**M/I LOC**") shall be \$229,727.00 (which equals 100% of M/I's share of the cost of the Landscape Improvements for Phase 1). If the Developers fail to install and maintain the Landscape Improvements for Phase 1 in accordance with the provisions of this Agreement, fail to replace a plant not growing properly, or otherwise breach this Agreement, the City shall notify the Developers in writing of such breach. If the Developers fail to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Pulte Landscape LOC, the M/I Landscape LOC, or both, in such amount as is reasonably adequate to cure the breach. The Pulte Landscape LOC and the M/I Landscape LOC shall each be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

14.2.2. **Release/Reduction of Letter of Credit for Landscape Improvements.** Each Developer may apply to the City for a release of all or a portion of the letter of credit provided by the Developer pursuant to Section 14.2.1 above as follows:

14.2.2.1. When another irrevocable letter of credit acceptable to the City is furnished by the Developer to the City to replace the

letter of credit previously provided by the Developer.

- 14.2.2.2. When the Landscape Improvements for Phase 1 have been installed for a period of 2 years or a warranty bond ensuring the proper growth of all plant material for a period of 2 years following installation has been provided to the City, the Developers may apply to have the letters of credit provided by them pursuant to this Section 14.2 released together, in their entirety, and the City shall grant such request.
- 14.3. **Expiration.** If any letter of credit required by this Section 14 will expire pursuant to its terms prior to the time that all money or obligations of the Developers are paid or completed pursuant to this Agreement, the applicable Developer shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developers in default of this Agreement and draw, in whole or in part at the City's discretion, upon the expiring letter of credit or other Surety Deposits to avoid the loss of surety.
- 14.4. **Failure to Perform.** If, after any written notice required hereunder and the expiration of any applicable cure period, the Developers are in default of this Agreement or otherwise fail to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any of the Surety Deposits provided by the Developers pursuant to this Section 14, to enter the Property, and to cure the default. If the default consists of the Developers' failure to install any of the Phase 1 Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with this Agreement and the Plans. The City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, arising out of, or related to, curing the Developers' default from the Surety Deposits. The Developers shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 14.4.
- 14.5. **Costs.** The City's costs for processing any letter of credit reduction or release regarding the Surety Deposits shall be billed to the Developer requesting the release at the rate of \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by such Developer to the City within 30 days of

billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.

- 14.6. **Deficiency.** If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developers agree that upon being billed by the City, the Developers will pay the deficiency amount to the City within 10 days of receipt of such billings to the Developers. If the Developers fail to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each Outlot owned by the Developers and each Residential Lot for which an occupancy permit has not then been issued by the City. The Developers acknowledge the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. In addition to the above, the City may seek a civil judgment against the Developers.
15. **PROOF OF TITLE/ATTORNEY REVIEW.** Prior to release of the Final Plats, the Developers shall provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City or (including streets, rights-of-way, park dedication, Outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plats and other documents to be recorded against the Property. The Developers shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developers and the requirements of the City Attorney and with an effective date on which the Final Plats are recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developers shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plats have been met prior to the City approving any building permits or other permits applicable to the development of the Property.
16. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developers, as an inducement to the City to enter into this Agreement, hereby represent, warrant, and covenant to the City as follows:
- 16.1. **Authorization.** The Developers are limited liability companies organized in the states described in the introductory paragraph of this Agreement and are in good standing and authorized to do business in Minnesota. The Developers have full authority to enter into this Agreement and make it binding on themselves and their successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This

Agreement shall not become effective until it is executed and delivered by the City and the Developers.

- 16.2. **Ownership.** The Developers have a fee ownership interest in the Holbrook Development.
- 16.3. **Saltire Property.** The Developers have obtained all rights and permissions required from Saltire to fully perform their obligations under this Agreement.
- 16.4. **Execution No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement, or instrument to which the Developers are a party or by which it, or the Property, is bound.
- 16.5. **Litigation.** There are no pending actions or proceedings before any court or administrative agency or, to the knowledge of the Developers, threatened actions, or proceedings, that will adversely affect the Property or the ability of the Developers to perform their obligations under this Agreement.
- 16.6. **Compliance.** The Developers will comply with and promptly perform all of the Developers' obligations under this Agreement and all related documents and instruments.
- 16.7. **Wetlands.** As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
- 16.8. **Environmental Laws.** To the best of the Developers' knowledge, as of the date of this Agreement, the Developers are not in violation of any local, state, or federal environmental law, regulation, or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
17. **DEFAULT.** If the Developers, their successors or assigns breach any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developers written notice of the breach (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other Surety Deposits to complete the Developers' obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developers to collect any sums due pursuant to this Agreement. In the event of an uncured breach and after the expiration of all applicable cure periods, if any, the Developers hereby grant the City and the City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by the City to cure the Developers' breach. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.
18. **NOTIFICATION INFORMATION.** Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows or by email

with a return receipt requested:

If to the City:

City of Waconia
201 South Vine Street
Waconia, MN 55387
Attn: Shane Fineran, City Administrator
Email: sfineran@waconia.org

If to the Developers:

Pulte Homes of Minnesota LLC
1650 W 82nd Street, Suite 300
Bloomington, MN 55431
Attn: Chad Onsgard
Phone: 952-229-0723
Email: chad.onsgard@pultegroup.com

M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive #100
St. Louis Park, MN 55416
Attn: John Rask, Area President
Email: jrask@mihomes.com

19. **CERTIFICATE OF COMPLETION.** Upon completion of the Developers' construction obligations and the expiration of all warranty periods under this Agreement, the Developers may deliver a written request to the City to provide a construction completion certificate for recording in the office of the County Recorder and/or Registrar of Titles of the County. The City shall promptly issue such a certificate confirming completion of the Developers' construction obligations under this Agreement ("**Certificate**") if all of the following conditions have been met: i) the City has accepted the Municipal Improvements for Phase 1 pursuant to Section 6.15 of this Agreement; ii) the City determines, in its reasonable judgement, that the Developers' other construction obligations under this Agreement have been fulfilled; iii) the Developers certify to the City that payment in full has been made for all labor and materials furnished in connection with the Phase 1 Improvements; iv) all amounts due the City under this Agreement have been fully paid; and v) the Developers are not then in default of this Agreement. A Certificate issued by the City confirms the Developers have satisfied the agreements and covenants under this Agreement regarding construction of the Phase 1 Improvements. All other agreements, covenants, representations, and PUD zoning set forth in this Agreement shall remain in full force and effect.

20. **MISCELLANEOUS.**

- 20.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The

benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developers of their joint and several liability for the full performance of this Agreement unless the City expressly releases the Developers in writing.

- 20.2. **Recording.** This Agreement shall be recorded against the Property by the City. Further, the Developers agree the Final Plats will be filed with Carver County, Minnesota, within 6 months of the date that the Final Plats were approved by the City Council.
- 20.3. **Compliance.** Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 20.4. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 20.5. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 20.6. **Warranty of Authority.** The Developers warrant and guarantee they have the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 20.7. **Attorneys’ Fees.** The City and the Developers agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon one of the Surety Deposits furnished by the Developers as provided herein, the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees and legal costs.
- 20.8. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity,

legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.

- 20.9. **Data Practices Compliance.** The Developers will have access to data collected or maintained by the City to the extent necessary to perform the Developers' obligations under this Agreement. The Developers agree to maintain all data obtained from the City, as it relates to the Municipal Improvements for Phase 1, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "**Act**"). The Developers will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developers will immediately notify the City. The City shall provide written direction to the Developers regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developers for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees, arising out of, or related to, the Developers complying with the City's direction. Subject to the above, the Developers agree to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Developers' failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developers agree to return all data to the City, as requested by the City.
- 20.10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 20.11. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 20.12. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 20.13. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- 20.14. **Non-Waiver.** The action or inaction of the City or the Developers shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developers to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in

writing, signed by the parties and approved by a written resolution of the City Council. The City's or the Developers' failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- 20.15. **Prior Development Agreements.** If the City is a party to another development agreement regarding the Property, there shall be no merger of this Agreement with the prior agreement. If any provision of this Agreement conflicts with a provision in a prior development agreement, the provision contained in this Agreement shall control.
- 20.16. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developers are cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developers, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developers and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 20.17. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement. Without limiting the general nature of the immediately preceding sentence, Saltire is not an intended third-party beneficiary.
- 20.18. **Counterparts.** This This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR HOLBROOK DEVELOPMENT

CITY OF WACONIA

By: _____
Tim Litfin
Its: Mayor

By: _____
Jackie Schulze
Its: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Tim Litfin and Jackie Schulze, the Mayor and City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

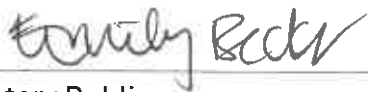
SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR HOLBROOK DEVELOPMENT

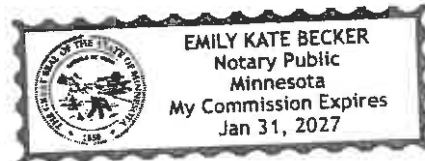
M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

By: 
John Rask
Its: Area President

STATE OF MINNESOTA)
)
COUNTY OF Hennepin)

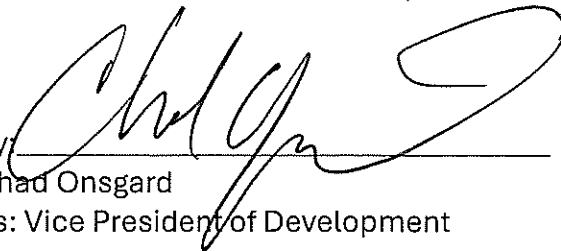
The foregoing instrument was acknowledged before me this 20th day of June, 2025, by John Rask, Area President, M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, for and on behalf of the company.


Notary Public



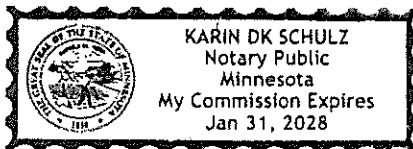
SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR HOLBROOK DEVELOPMENT

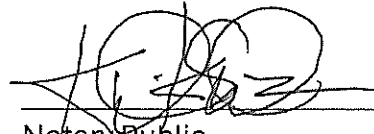
PULTE HOMES OF MINNESOTA, LLC

By: 
Chad Onsgard
Its: Vice President of Development

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2025, by Chad Onsgard, Vice President of Development, Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, for and on behalf of the company.




Notary Public

LIMITED JOINDER TO DEVELOPMENT AGREEMENT FOR HOLBROOK
DEVELOPMENT

In consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, Saltire, LLC, a Minnesota liability company, hereby consents to the Development Agreement ("**Agreement**") to which this instrument is attached and agrees that such Development Agreement may be recorded against the real property described therein, including the real property owned by Saltire, LLC (the "**Saltire Property**"). Saltire, LLC, further acknowledges and agrees as follows:

1. Saltire acknowledges the City's park dedication requirements have not been satisfied for the Saltire Property and that, consequently, the City's park dedication requirements will apply to the Saltire Property as a condition of, and prior to: i) further subdivision of such property; or ii) the issuance of any future building permits for the Saltire Property, or any portion thereof.
2. Saltire agrees to be bound by Section 9.5 of the Agreement regarding lot fees, which will result in fees that are immediately due and payable to the City regarding the lots and outlots of the Saltire Property.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent.

SALTIRE, LLC, a Minnesota liability company



Signature

Brian Falk

Name (Printed)

CEO

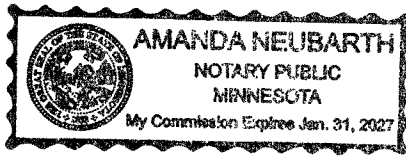
Title

STATE OF MINNESOTA)

COUNTY OF Carver)

The foregoing was acknowledged before me this 27 day of June, 2025,
by Brian Falk, the CEO of
Saltire, LLC, a Minnesota liability company, on behalf of such company.

Consent to Development Agreement




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Lane L. Braaten – Community Development Director
City of Waconia
201 South Vine Street
Waconia, Minnesota 55387
(952) 442-3106

EXHIBIT A
Legal Description of Property

PARCEL A DESCRIPTION:

That part of the West Half of the Southwest Quarter and that part of the West Half of the Northwest Quarter all in Section 30, Township 116, Range 24, Carver County, Minnesota,

EXCEPTING THEREFROM:

That part of West Half of the Southwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 1419.27 feet to the point of beginning; thence North 65 degrees 40 minutes 14 seconds East, a distance of 198.64 feet; thence North 51 degrees 01 minute 34 seconds East, a distance of 93.55 feet; thence North 36 degrees 22 minutes 53 seconds East, a distance of 93.55 feet; thence North 21 degrees 44 minutes 12 seconds East, a distance of 93.55 feet; thence North 07 degrees 05 minutes 32 seconds East, a distance of 93.55 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 132.35 feet; thence continue Northerly along said line, a distance of 178.87 feet; thence North 06 degrees 56 minutes 40 seconds East, a distance of 64.05 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 143.87 feet; thence South 76 degrees 27 minutes 01 second West, a distance of 135.65 feet; thence South 88 degrees 15 minutes 02 seconds West, a distance of 132.05 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 67.71 feet; thence South 00 degrees 13 minutes 49 seconds East, a distance of 143.62 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 35.90 feet to said west line of the West Half of the Southwest Quarter; thence South 00 degrees 13 minutes 49 seconds East, along said west line, a distance of 757.67 feet to the point of beginning.

AND EXCEPT

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the

Southwest Quarter, a distance of 1,102.67 feet to the point of beginning; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 161.85 feet; thence South 12 degrees 47 minutes 54 seconds East, a distance of 50.32 feet; thence South 20 degrees 55 minutes 45 seconds West, a distance of 46.20 feet; thence South 23 degrees 37 minutes 3 seconds West, a distance of 46.71 feet; thence South 43 degrees 5 minutes 58 seconds West, a distance of 205.83 feet; thence South 49 degrees 00 minutes 03 seconds East, a distance of 134.37 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 06 degrees 39 minutes 23 seconds, a radius of 530.00 feet for an arc distance of 61.57 feet, the chord of said curve bears South 37 degrees 15 minutes 04 seconds West; thence South 33 degrees 55 minutes 23 seconds West, tangent to said curve, a distance of 5.67 feet; thence North 74 degrees 23 minutes 37 seconds West, a distance of 151.95 feet; thence South 33 degrees 44 minutes 42 seconds West, a distance of 167.31 feet; thence South 18 degrees 18 minutes 57 seconds West, a distance of 288.11 feet; thence South 15 degrees 38 minutes 47 seconds East, a distance of 155.82 feet; thence South 32 degrees 57 minutes 34 seconds East, a distance of 57.86 feet; thence South 50 degrees 16 minutes 40 seconds East, a distance of 57.86 feet; thence South 67 degrees 35 minutes 27 seconds East, a distance of 84.20 feet; thence South 01 degree 37 minutes 51 seconds East, a distance of 75.00 feet to said south line of the West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, along said south line, a distance of 1,108.39 feet to said southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1102.67 feet to the point of beginning.

AND EXCEPT

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to

the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 199.38 feet; thence North 19 degrees 39 minutes 41 seconds West, a distance of 92.63 feet to the point of beginning; thence North 65 degrees 03 minutes 27 seconds East, a distance of 126.70 feet; thence northeasterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears North 34 degrees 01 minute 26 seconds East; thence North 00 degrees 15 minutes 34 seconds West, not tangent to said curve, a distance of 156.99 feet; thence North 88 degrees 47 minutes 00 seconds West, a distance of 144.20 feet; thence South 24 degrees 15 minutes 00 seconds West, a distance of 182.30 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 140.69 feet to the point of beginning.

AND EXCEPT

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet to the point of beginning; thence continuing North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1,455.38 feet; thence South 88 degrees 57 minutes 14 seconds West, a distance of 70.97 feet; thence westerly, along a tangential curve, concave to the south, having a central angle of 27 degrees 32 minutes 13 seconds, a radius of 270.00 feet for an arc distance of 129.76 feet; thence South 61 degrees 25 minutes 1 second West, tangent to said curve, a distance of 188.06 feet; thence southwesterly, along a tangential curve, concave to the northwest, having a central angle of 05 degrees 12

minutes 57 seconds, a radius of 330.00 feet for an arc distance of 30.04 feet; thence South 28 degrees 34 minutes 59 seconds East, not tangent to said curve, a distance of 117.72 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 17 degrees 54 minutes 27 seconds, a radius of 390.00 feet for an arc distance of 121.89 feet; thence North 86 degrees 11 minutes 00 seconds West, not tangent to said curve, a distance of 132.51 feet; thence South 02 degrees 42 minutes 31 seconds West, a distance of 262.60 feet; thence North 88 degrees 52 minutes 23 seconds West, a distance of 124.36 feet; thence South 51 degrees 21 minutes 53 seconds West, a distance of 39.67 feet; thence westerly, along a non-tangential curve, concave to the south, having a central angle of 100 degrees 36 minutes 40 seconds, a radius of 60.00 feet for an arc distance of 105.36 feet, the chord of said curve bears North 88 degrees 56 minutes 27 seconds West; thence North 88 degrees 47 minutes 00 seconds West, not tangent to said curve, a distance of 158.72 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 105.00 feet; thence North 86 degrees 00 minutes 23 seconds West, a distance of 157.69 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 127.35 feet; thence westerly, along a non-tangential curve, concave to the north, having a central angle of 11 degrees 42 minutes 31 seconds, a radius of 500.00 feet for an arc distance of 102.18 feet, the chord of said curve bears North 73 degrees 34 minutes 24 seconds West; thence North 67 degrees 43 minutes 08 seconds West, tangent to said curve, a distance of 191.64 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 60.00 feet; thence South 67 degrees 43 minutes 08 seconds East, a distance of 170.47 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 135.00 feet; thence South 68 degrees 41 minutes 16 seconds East, a distance of 58.13 feet; thence South 73 degrees 19 minutes 34 seconds East, a distance of 62.07 feet; thence South 78 degrees 22 minutes 11 seconds East, a distance of 124.67 feet; thence South 88 degrees 47 minutes 00 seconds East, a distance of 201.82 feet; thence South 00 degrees 15 minutes 34 seconds East, a distance of 156.99 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears South 34 degrees 01 minute 26 seconds West; thence South 65 degrees 03 minutes 27 seconds West, not tangent to said curve, a distance of 126.70 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 92.63 feet; thence South 80 degrees 32 minutes 7 seconds East, a distance of 199.38 feet; thence South 9 degrees 27 minutes 53 seconds West, a distance of 3.78 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 45.14 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 127.00 feet; thence North 12 degrees 9 minutes 47 seconds East, a distance of 8.60 feet; thence on a bearing of East, a distance of 118.26 feet; thence southerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears South 20 degrees 6 minutes 14 seconds East; thence North 84 degrees

50 minutes 54 seconds East, not tangent to said curve, a distance of 61.95 feet; thence North 89 degrees 44 minutes 26 seconds East, a distance of 332.44 feet to said east line of the West Half of the Southwest Quarter and to the point of beginning.

AND EXCEPT the South 260.00 feet of the East 418.84 feet of the West Half of the Northwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota.

AND EXCEPT

That part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of the West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 2638.35 feet to the West Quarter corner of said Section 30; thence North 00 degrees 13 minutes 37 seconds West, along the west line of said West Half of the Northwest Quarter, a distance of 2649.98 feet to the northwest corner of said West Half of the Northwest Quarter; thence North 88 degrees 13 minutes 51 seconds East, along said north line, a distance of 940.75 feet to the southwesterly right of way line of County State Aid Highway Number 10 per Carver County Right of Way Plat Number 11 and to the point of beginning; thence South 51 degrees 10 minutes 07 seconds East, along said southwesterly line, a distance of 113.15 feet; thence South 25 degrees 5 minutes 31 seconds West, a distance of 558.66 feet; thence South 76 degrees 43 minutes 24 seconds West, a distance of 35.57 feet; thence South 55 degrees 30 minutes 59 seconds West, a distance of 71.14 feet; thence South 34 degrees 18 minutes 34 seconds West, a distance of 71.14 feet; thence South 18 degrees 36 minutes 27 seconds West, a distance of 89.46 feet; thence South 13 degrees 06 minutes 47 seconds East, a distance of 102.37 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 70.87 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 138.92 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 136.00 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 146.45 feet; thence South 24 degrees 32 minutes 02 seconds West, a distance of 89.26 feet; thence South 15 degrees 42 minutes 05 seconds West, a distance of 88.59 feet; thence South 5 degrees 52 minutes 51 seconds West, a distance of 95.58 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 146.64 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 196.00 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 14.14 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 140.00 feet; thence North 11 degrees 39 minutes 22 seconds West, a distance of 121.20 feet; thence North 19 degrees 25 minutes 06 seconds East, a distance of 42.53 feet; thence North 37 degrees 53 minutes 9 seconds East, a distance of 57.82 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 137.27 feet; thence North 41 degrees 47 minutes 41

seconds East, a distance of 166.38 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 132.00 feet; thence North 41 degrees 57 minutes 43 seconds East, a distance of 56.59 feet; thence North 67 degrees 52 minutes 24 seconds East, a distance of 31.81 feet; thence South 84 degrees 48 minutes 33 seconds East, a distance of 181.70 feet; thence South 70 degrees 32 minutes 36 seconds East, a distance of 40.59 feet; thence South 40 degrees 46 minutes 22 seconds East, a distance of 37.40 feet; thence South 13 degrees 12 minutes 46 seconds East, a distance of 47.54 feet; thence South 06 degrees 45 minutes 03 seconds East, a distance of 181.50 feet; thence South 06 degrees 53 minutes 40 seconds East, a distance of 68.02 feet; thence South 13 degrees 4 minutes 13 seconds East, a distance of 73.65 feet; thence South 17 degrees 08 minutes 47 seconds East, a distance of 68.62 feet; thence South 21 degrees 31 minutes 15 seconds East, a distance of 68.63 feet; thence South 27 degrees 22 minutes 03 seconds East, a distance of 122.26 feet; thence North 66 degrees 22 minutes 09 seconds East, a distance of 151.79 feet; thence easterly, along a non-tangential curve, concave to the north, having a central angle of 65 degrees 10 minutes 19 seconds, a radius of 185.00 feet for an arc distance of 210.43 feet, the chord of said curve bears South 87 degrees 41 minutes 53 seconds East; thence North 59 degrees 42 minutes 57 seconds East, tangent to said curve, a distance of 37.33 feet; thence South 29 degrees 28 minutes 20 seconds East, tangent to said curve, a distance of 331.08 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 29 degrees 43 minutes 29 seconds, a radius of 835.00 feet for an arc distance of 433.19 feet; thence South 00 degrees 15 minutes 9 seconds West, tangent to said curve, a distance of 87.45 feet to the north line of the South 260.00 feet of said West Half of the Northwest Quarter; thence North 88 degrees 57 minutes 14 seconds East, along said north line a distance of 46.85 feet to the east line of said West Half of the Northwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line a distance of 2,414.97 feet to the northeast corner of said West Half of the Northwest Quarter; thence South 88 degrees 13 minutes 51 seconds West, along the north line of said West Half of the Northwest Quarter, a distance of 1,043.58 feet to the point of beginning.

TOGETHER WITH

That part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 4405.73 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 408.00 feet to the point of beginning; thence North

74 degrees 54 minutes 41 seconds West, a distance of 184.06 feet; thence South 40 degrees 10 minutes 03 seconds West, a distance of 165.10 feet; thence southeasterly along a non-tangential curve, concave to the southwest, having a central angle of 10 degrees 03 minutes 10 seconds, a radius of 260.00 feet for an arc distance of 45.62 feet, the chord of said curve bears South 31 degrees 27 minutes 50 seconds East; thence North 83 degrees 14 minutes 57 seconds East, not tangent to said curve, a distance of 242.64 feet; thence northeasterly along a non-tangential curve, concave to the east, having a central angle of 05 degrees 23 minutes 14 seconds, a radius of 965.00 feet for an arc distance of 90.73 feet to the point of beginning, the chord of said curve bears North 12 degrees 23 minutes 43 seconds East.

Area: 135.502 acres

PARCEL B DESCRIPTION:

That part of West Half of the Southwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 1419.27 feet to the point of beginning; thence North 65 degrees 40 minutes 14 seconds East, a distance of 198.64 feet; thence North 51 degrees 01 minute 34 seconds East, a distance of 93.55 feet; thence North 36 degrees 22 minutes 53 seconds East, a distance of 93.55 feet; thence North 21 degrees 44 minutes 12 seconds East, a distance of 93.55 feet; thence North 07 degrees 05 minutes 32 seconds East, a distance of 93.55 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 132.35 feet; thence continue Northerly along said line, a distance of 178.87 feet; thence North 06 degrees 56 minutes 40 seconds East, a distance of 64.05 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 143.87 feet; thence South 76 degrees 27 minutes 01 second West, a distance of 135.65 feet; thence South 88 degrees 15 minutes 02 seconds West, a distance of 132.05 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 67.71 feet; thence South 00 degrees 13 minutes 49 seconds East, a distance of 143.62 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 35.90 feet to said west line of the West Half of the Southwest Quarter; thence South 00 degrees 13 minutes 49 seconds East, along said west line, a distance of 757.67 feet to the point of beginning.

AND

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1,102.67 feet to the point of beginning; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 161.85 feet; thence South 12 degrees 47 minutes 54 seconds East, a distance of 50.32 feet; thence South 20 degrees 55 minutes 45 seconds West, a distance of 46.20 feet; thence South 23 degrees 37 minutes 3 seconds West, a distance of 46.71 feet; thence South 43 degrees 5 minutes 58 seconds West, a distance of 205.83 feet; thence South 49 degrees 00 minutes 03 seconds East, a distance of 134.37 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 06 degrees 39 minutes 23 seconds, a radius of 530.00 feet for an arc distance of 61.57 feet, the chord of said curve bears South 37 degrees 15 minutes 04 seconds West; thence South 33 degrees 55 minutes 23 seconds West, tangent to said curve, a distance of 5.67 feet; thence North 74 degrees 23 minutes 37 seconds West, a distance of 151.95 feet; thence South 33 degrees 44 minutes 42 seconds West, a distance of 167.31 feet; thence South 18 degrees 18 minutes 57 seconds West, a distance of 288.11 feet; thence South 15 degrees 38 minutes 47 seconds East, a distance of 155.82 feet; thence South 32 degrees 57 minutes 34 seconds East, a distance of 57.86 feet; thence South 50 degrees 16 minutes 40 seconds East, a distance of 57.86 feet; thence South 67 degrees 35 minutes 27 seconds East, a distance of 84.20 feet; thence South 01 degree 37 minutes 51 seconds East, a distance of 75.00 feet to said south line of the West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, along said south line, a distance of 1,108.39 feet to said southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1102.67 feet to the point of beginning.

AND

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 199.38 feet; thence North 19 degrees 39 minutes 41 seconds West, a distance of 92.63 feet to the point of beginning; thence North 65 degrees 03 minutes 27 seconds East, a distance of 126.70 feet; thence northeasterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears North 34 degrees 01 minute 26 seconds East; thence North 00 degrees 15 minutes 34 seconds West, not tangent to said curve, a distance of 156.99 feet; thence North 88 degrees 47 minutes 00 seconds West, a distance of 144.20 feet; thence South 24 degrees 15 minutes 00 seconds West, a distance of 182.30 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 140.69 feet to the point of beginning.

AND

That part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of the West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 2638.35 feet to the West Quarter corner of said Section 30; thence North 00 degrees 13 minutes 37 seconds West, along the west line of said West Half of the Northwest Quarter, a distance of 2649.98 feet to the northwest corner of said West Half of the Northwest Quarter; thence North 88 degrees 13 minutes 51 seconds East, along said north line,

a distance of 940.75 feet to the southwesterly right of way line of County State Aid Highway Number 10 per Carver County Right of Way Plat Number 11 and to the point of beginning; thence South 51 degrees 10 minutes 07 seconds East, along said southwesterly line, a distance of 113.15 feet; thence South 25 degrees 5 minutes 31 seconds West, a distance of 558.66 feet; thence South 76 degrees 43 minutes 24 seconds West, a distance of 35.57 feet; thence South 55 degrees 30 minutes 59 seconds West, a distance of 71.14 feet; thence South 34 degrees 18 minutes 34 seconds West, a distance of 71.14 feet; thence South 18 degrees 36 minutes 27 seconds West, a distance of 89.46 feet; thence South 13 degrees 06 minutes 47 seconds East, a distance of 102.37 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 70.87 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 138.92 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 136.00 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 146.45 feet; thence South 24 degrees 32 minutes 02 seconds West, a distance of 89.26 feet; thence South 15 degrees 42 minutes 05 seconds West, a distance of 88.59 feet; thence South 5 degrees 52 minutes 51 seconds West, a distance of 95.58 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 146.64 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 196.00 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 14.14 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 140.00 feet; thence North 11 degrees 39 minutes 22 seconds West, a distance of 121.20 feet; thence North 19 degrees 25 minutes 06 seconds East, a distance of 42.53 feet; thence North 37 degrees 53 minutes 9 seconds East, a distance of 57.82 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 137.27 feet; thence North 41 degrees 47 minutes 41 seconds East, a distance of 166.38 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 132.00 feet; thence North 41 degrees 57 minutes 43 seconds East, a distance of 56.59 feet; thence North 67 degrees 52 minutes 24 seconds East, a distance of 31.81 feet; thence South 84 degrees 48 minutes 33 seconds East, a distance of 181.70 feet; thence South 70 degrees 32 minutes 36 seconds East, a distance of 40.59 feet; thence South 40 degrees 46 minutes 22 seconds East, a distance of 37.40 feet; thence South 13 degrees 12 minutes 46 seconds East, a distance of 47.54 feet; thence South 06 degrees 45 minutes 03 seconds East, a distance of 181.50 feet; thence South 06 degrees 53 minutes 40 seconds East, a distance of 68.02 feet; thence South 13 degrees 4 minutes 13 seconds East, a distance of 73.65 feet; thence South 17 degrees 08 minutes 47 seconds East, a distance of 68.62 feet; thence South 21 degrees 31 minutes 15 seconds East, a distance of 68.63 feet; thence South 27 degrees 22 minutes 03 seconds East, a distance of 122.26 feet; thence North 66 degrees 22 minutes 09 seconds East, a distance of 151.79 feet; thence easterly, along a non-tangential curve, concave to the north, having a central angle of 65 degrees 10 minutes 19 seconds, a radius of 185.00 feet for an arc distance of 210.43 feet, the chord of said curve bears South 87 degrees 41 minutes 53 seconds East; thence North 59 degrees 42 minutes 57 seconds East, tangent to said curve, a distance of 37.33 feet; thence

South 29 degrees 28 minutes 20 seconds East, tangent to said curve, a distance of 331.08 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 29 degrees 43 minutes 29 seconds, a radius of 835.00 feet for an arc distance of 433.19 feet; thence South 00 degrees 15 minutes 9 seconds West, tangent to said curve, a distance of 87.45 feet to the north line of the South 260.00 feet of said West Half of the Northwest Quarter; thence North 88 degrees 57 minutes 14 seconds East, along said north line a distance of 46.85 feet to the east line of said West Half of the Northwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line a distance of 2,414.97 feet to the northeast corner of said West Half of the Northwest Quarter; thence South 88 degrees 13 minutes 51 seconds West, along the north line of said West Half of the Northwest Quarter, a distance of 1,043.58 feet to the point of beginning. EXCEPTING THEREFROM that part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 4405.73 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 408.00 feet to the point of beginning; thence North 74 degrees 54 minutes 41 seconds West, a distance of 184.06 feet; thence South 40 degrees 10 minutes 03 seconds West, a distance of 165.10 feet; thence southeasterly along a non-tangential curve, concave to the southwest, having a central angle of 10 degrees 03 minutes 10 seconds, a radius of 260.00 feet for an arc distance of 45.62 feet, the chord of said curve bears South 31 degrees 27 minutes 50 seconds East; thence North 83 degrees 14 minutes 57 seconds East, not tangent to said curve, a distance of 242.64 feet; thence northeasterly along a non-tangential curve, concave to the east, having a central angle of 05 degrees 23 minutes 14 seconds, a radius of 965.00 feet for an arc distance of 90.73 feet to the point of beginning, the chord of said curve bears North 12 degrees 23 minutes 43 seconds East.

Area: 79.677 acres

PARCEL C DESCRIPTION:

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

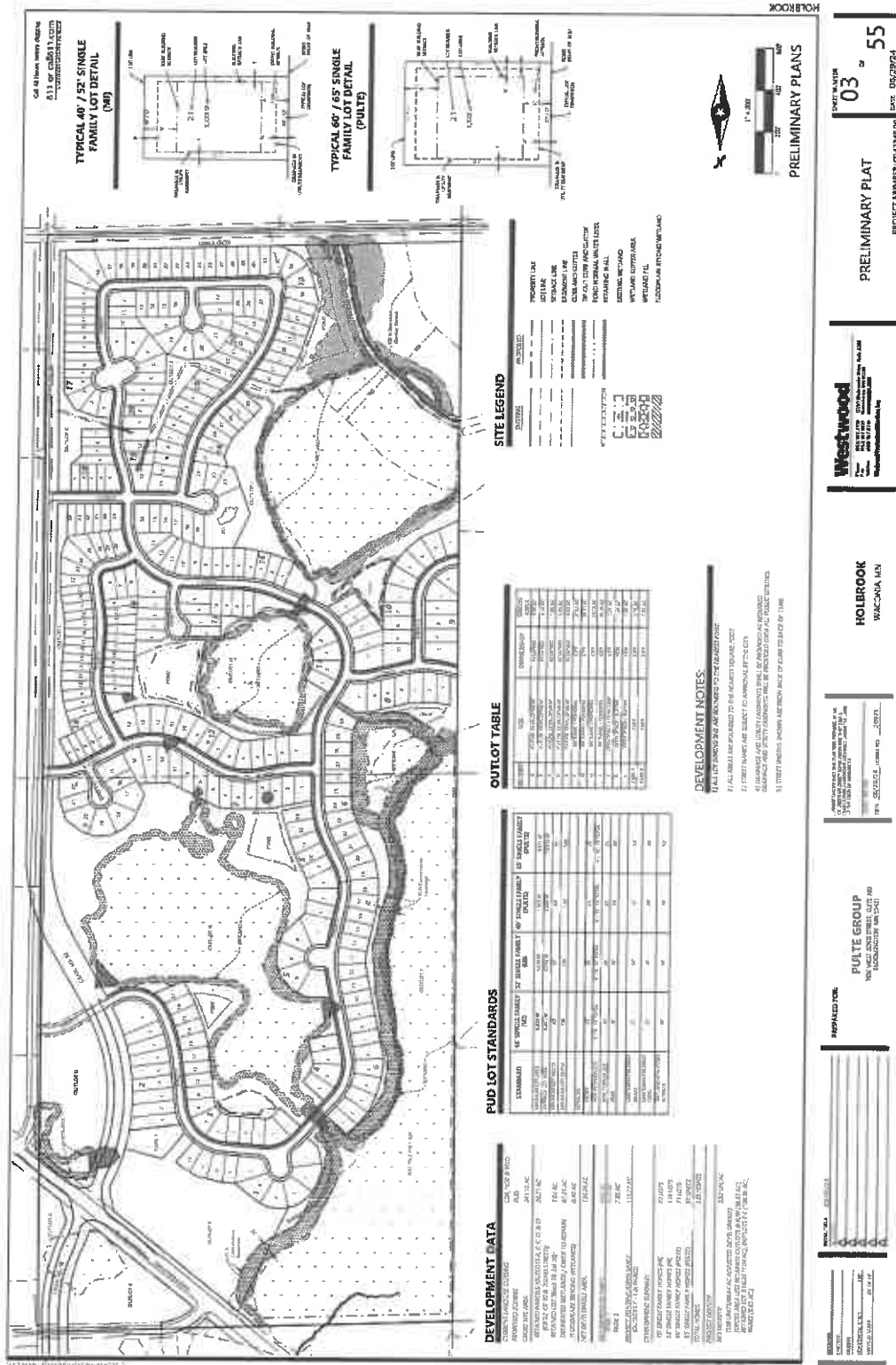
Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to

the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet to the point of beginning; thence continuing North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1,455.38 feet; thence South 88 degrees 57 minutes 14 seconds West, a distance of 70.97 feet; thence westerly, along a tangential curve, concave to the south, having a central angle of 27 degrees 32 minutes 13 seconds, a radius of 270.00 feet for an arc distance of 129.76 feet; thence South 61 degrees 25 minutes 1 second West, tangent to said curve, a distance of 188.06 feet; thence southwesterly, along a tangential curve, concave to the northwest, having a central angle of 05 degrees 12 minutes 57 seconds, a radius of 330.00 feet for an arc distance of 30.04 feet; thence South 28 degrees 34 minutes 59 seconds East, not tangent to said curve, a distance of 117.72 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 17 degrees 54 minutes 27 seconds, a radius of 390.00 feet for an arc distance of 121.89 feet; thence North 86 degrees 11 minutes 00 seconds West, not tangent to said curve, a distance of 132.51 feet; thence South 02 degrees 42 minutes 31 seconds West, a distance of 262.60 feet; thence North 88 degrees 52 minutes 23 seconds West, a distance of 124.36 feet; thence South 51 degrees 21 minutes 53 seconds West, a distance of 39.67 feet; thence westerly, along a non-tangential curve, concave to the south, having a central angle of 100 degrees 36 minutes 40 seconds, a radius of 60.00 feet for an arc distance of 105.36 feet, the chord of said curve bears North 88 degrees 56 minutes 27 seconds West; thence North 88 degrees 47 minutes 00 seconds West, not tangent to said curve, a distance of 158.72 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 105.00 feet; thence North 86 degrees 00 minutes 23 seconds West, a distance of 157.69 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 127.35 feet; thence westerly, along a non-tangential curve, concave to the north, having a central angle of 11 degrees 42 minutes 31 seconds, a radius of 500.00 feet for an arc distance of 102.18 feet, the chord of said curve bears North 73 degrees 34 minutes 24 seconds West; thence North 67 degrees 43 minutes 08 seconds West, tangent to said curve, a distance of 191.64 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 60.00 feet; thence South 67 degrees 43 minutes 08 seconds East, a distance of 170.47 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 135.00 feet; thence South 68 degrees 41 minutes 16 seconds East, a distance of 58.13 feet; thence South 73 degrees 19 minutes 34 seconds East, a distance of 62.07 feet; thence South 78 degrees 22 minutes 11 seconds East, a distance of 124.67 feet; thence South 88 degrees 47 minutes 00 seconds East, a distance of 201.82 feet; thence South 00 degrees 15 minutes 34 seconds East, a distance of 156.99 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears South 34 degrees 01 minute 26 seconds West; thence South 65 degrees 03 minutes 27 seconds West, not tangent to said curve, a distance of 126.70 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of

92.63 feet; thence South 80 degrees 32 minutes 7 seconds East, a distance of 199.38 feet; thence South 9 degrees 27 minutes 53 seconds West, a distance of 3.78 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 45.14 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 127.00 feet; thence North 12 degrees 9 minutes 47 seconds East, a distance of 8.60 feet; thence on a bearing of East, a distance of 118.26 feet; thence southerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears South 20 degrees 6 minutes 14 seconds East; thence North 84 degrees 50 minutes 54 seconds East, not tangent to said curve, a distance of 61.95 feet; thence North 89 degrees 44 minutes 26 seconds East, a distance of 332.44 feet to said east line of the West Half of the Southwest Quarter and to the point of beginning.

Area: 23.427 acres

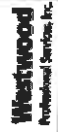
Holbrook Preliminary Plat



Final Plat for Holbrook

Quest 1 of 2 Marks

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



Page 99 of 253

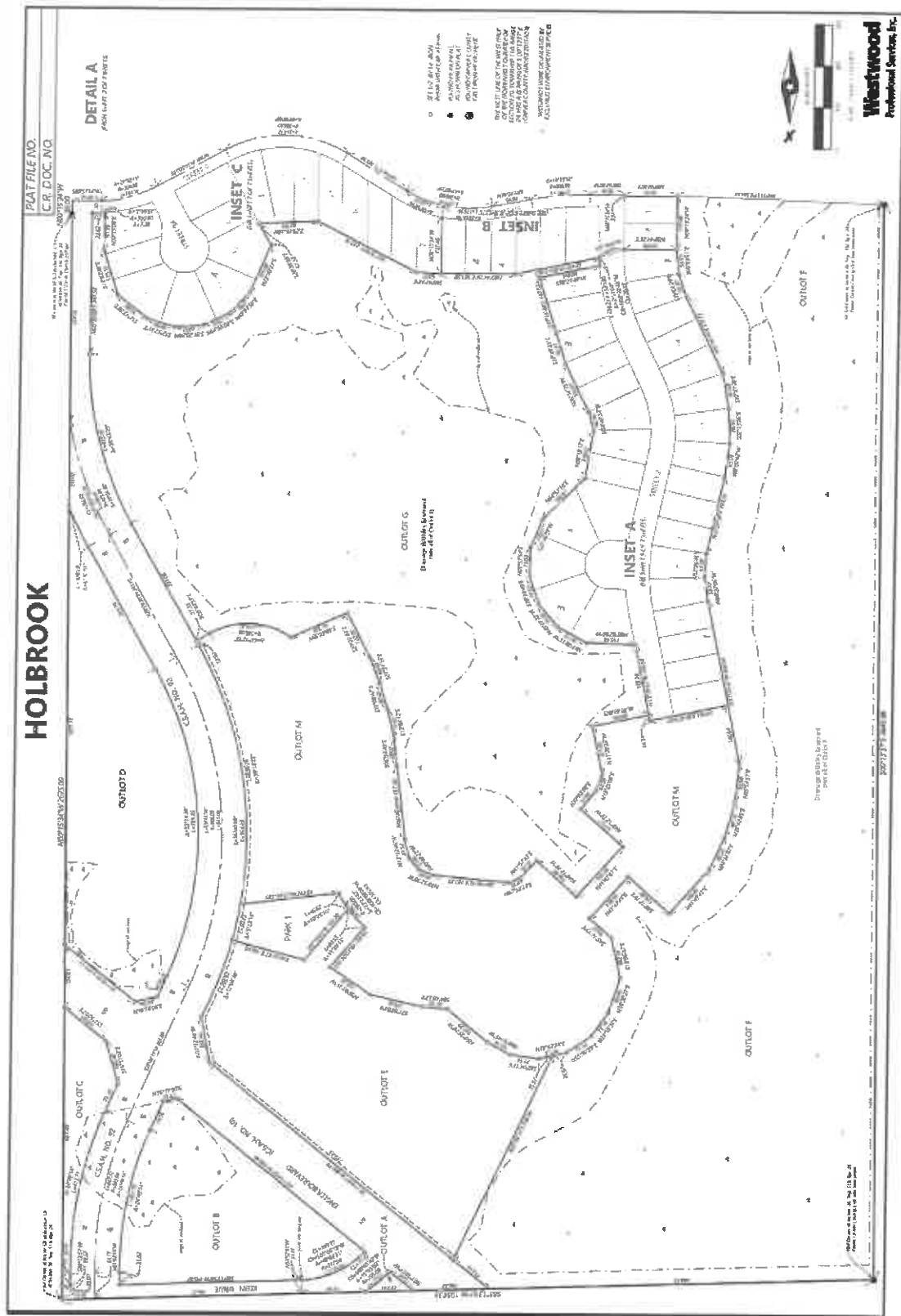
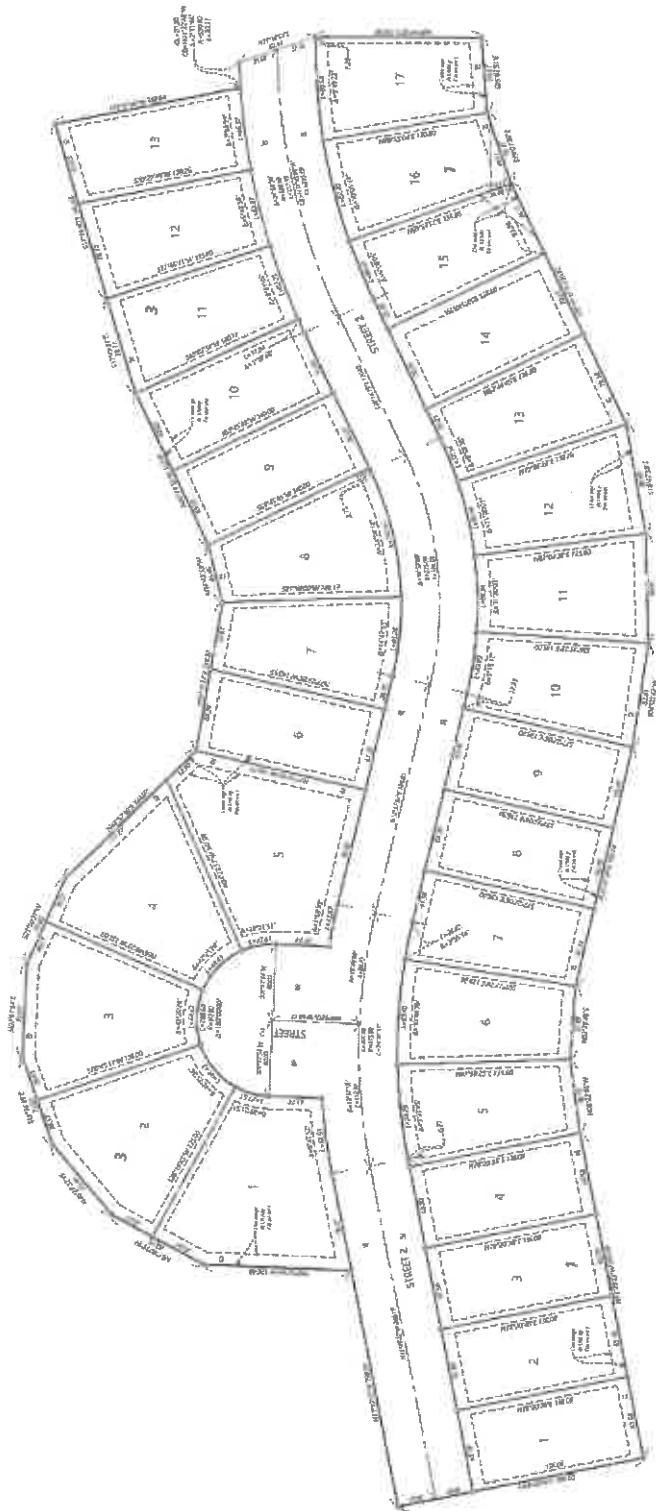


Exhibit C-1

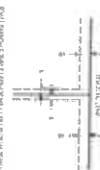
PLAY FILE NO.
R. DOC. NO.

HOLBROOK

INSET A
ANCHORAGE TIE-INS



COMPARISON OF THE PROPOSED LOT LAYOUT



THE PROPOSED LOT LAYOUT IS BASED ON THE EXISTING LOT LAYOUT AND THE PROPOSED LOT LAYOUT IS BASED ON THE EXISTING LOT LAYOUT.

- SET 1/2" = 1' HORIZONTAL SCALE
- SET 1/4" = 1' VERTICAL SCALE
- SET 1/8" = 1' HORIZONTAL SCALE
- SET 1/16" = 1' VERTICAL SCALE



Westwood
Professional Services, Inc.
Survey and Mapping

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

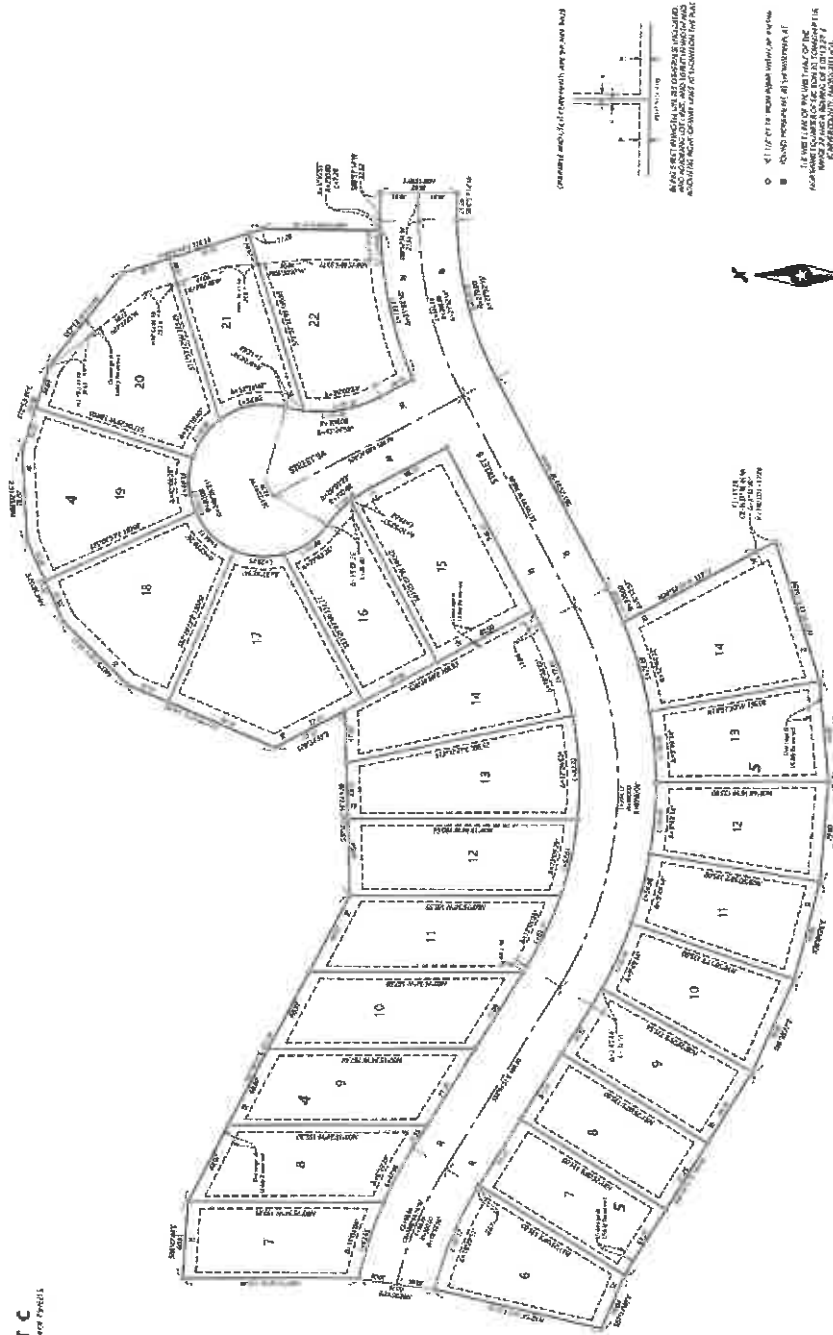


Page 103 of 253

HOLBROOK

PLAY FILE NO.
CR, DOC. NO.

INSET C
PITCHED DRAINAGE



Westwood
Professional Services, Inc.

Sheet No. 1 of 1

Exhibit C-1

EXHIBIT C-2

Final Plat for Holbrook 2nd Addition

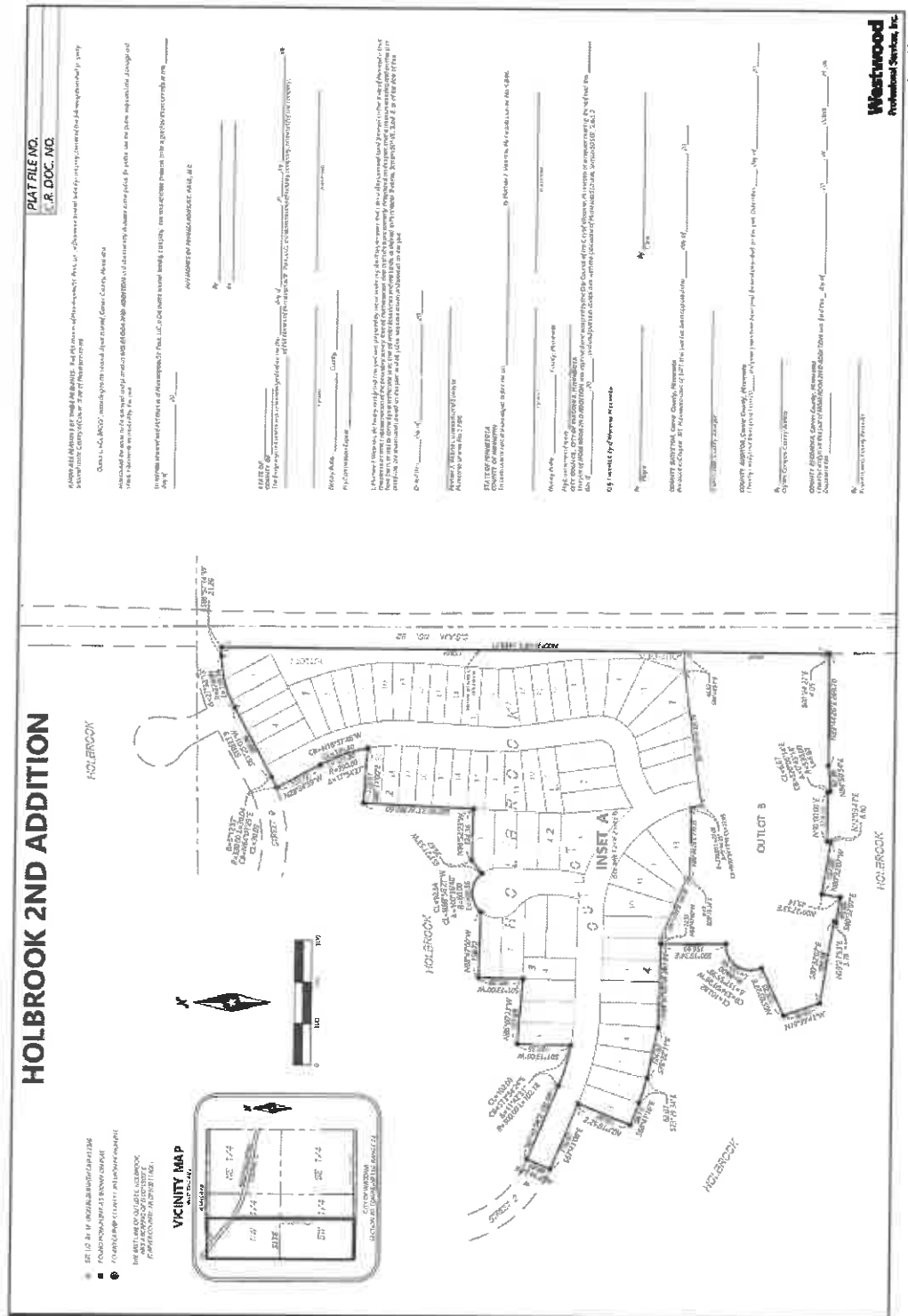


Exhibit C-2

Holbrook Landscape Plan

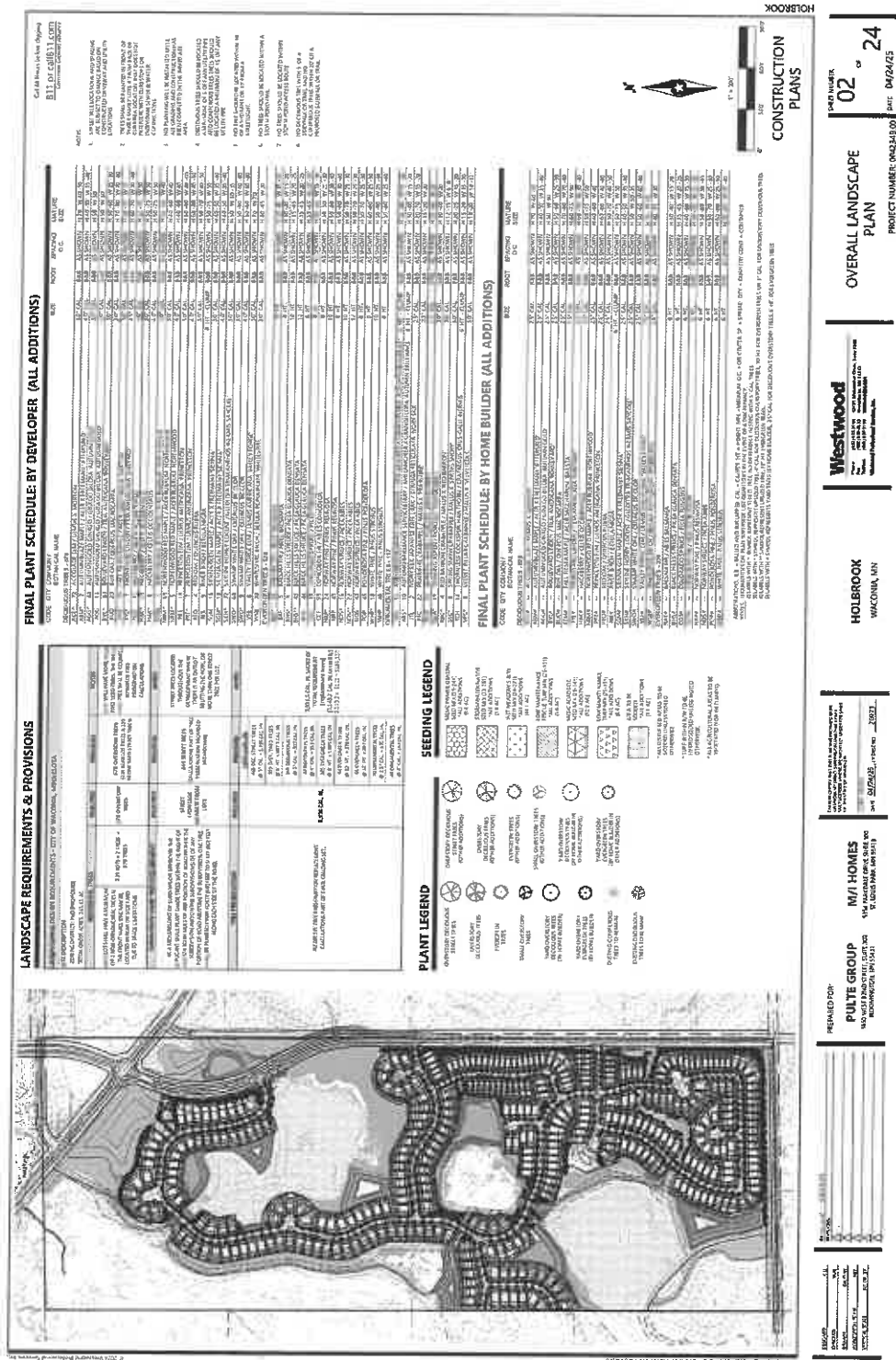


EXHIBIT E-1

Description of Access Bridge

The pedestrian bridge shall be designed and certified by a registered engineer in the state of Minnesota, and shall be designed with the following minimum parameters:

Provide 10' clear width between rails (8' path and 1' clear on each side);

Minimum height from top deck to top of top chord shall be at least 4'-6" (bike safety);

Bridge shall be designed per the current edition of the AASHTO Guide Specification for Pedestrian Bridges - Design for a H-5 (10k#) loading;

Decking shall be wood (pressure-treated timber/composite decking), precast concrete, or high-strength fiberglass;

Safety rail shall be configured to prevent a 4" sphere from passing through for the first 27" above top of deck (6" sphere beyond that);

Weathering steel or galvanized are acceptable;

Joints/openings at the bridge ends shall be covered with a cover plate; and

Design drawings and shop drawings shall be submitted to the City for further review and approval.

Diagram of Access Bridge Location



EXHIBIT F

Form of Encroachment and Maintenance Agreement for Outlots

ENCROACHMENT AND MAINTENANCE AGREEMENT

Holbrook Waconia, Minnesota

This Encroachment and Maintenance Agreement (this “**Agreement**”) is dated _____, 2025 (the “**Effective Date**”) and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”), Pulte Homes of Minnesota, LLC, a Minnesota limited liability company (“**Pulte**”), and M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (“**M/I Homes**”). Pulte and M/I Homes are each, individually, a “**Developer**” and are, collectively, the “**Developers**”. The City and the Developers are sometimes referred to collectively herein as the “parties” or each a “party”.

1. **Development Property.** The Developers own the real property legally described as follows (collectively, the “**Development Property**”):

Pulte owns:

Lots 1 through 23, Block 1; Lots 1 through 2, Block 2; Lots 1 through 13, Block 3; Lots 1 through 22, Block 4; Lots 1 through 14, Block 5; Lots 1 through 4, Block 6; Lots 1 through 5, Block 7; and Lot 1, Block 8; Outlot A, Outlot B, Outlot C, Outlot D, Outlot E, Outlot I, Outlot K, Outlot M, and Outlot N, HOLBROOK, Carver County, Minnesota;

and

M/I Homes owns: Lots 1 through 28, Block 1; Lots 1 through 19, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 13, Block 4; Outlot A, and Outlot B, HOLBROOK 2ND ADDITION, Carver County, Minnesota.

2. **City Property.** The City owns the real property legally described as follows (the “**City’s Property**”):

Outlot F, Outlot G, Outlot H, and Outlot J, HOLBROOK, Carver County, Minnesota.

3. **Maintenance Areas.** The City hereby approves and authorizes the specific encroachments described in Section 4 below within the specific areas of the City’s Property that are labeled “Landscape Encroachment” and outlined with thick black lines on attached Exhibit 1 (the “**Maintenance Areas**”).

4. **Permitted Encroachments.** The Developers, their successors, and assigns shall only place and maintain trees within the Maintenance Areas, except that the specific items

noted on Exhibit 1 shall be allowed at the locations indicated on Exhibit 1 (collectively, the “**Permitted Encroachments**”). The rights granted herein to the Developers, their successors and assigns are limited to the Permitted Encroachments expressly described above and shall not be expanded by implication. This Agreement in no way releases, conveys, nor diminishes the City’s right to enjoy the use of the Maintenance Areas (except for the existence of the Permitted Encroachments expressly allowed herein).

5. **Costs, Maintenance, and Repair.** In consideration of being allowed to encroach with the Maintenance Areas, the Developers, their successors, and assigns, shall be solely responsible for all costs relating to: i) the initial construction/installation of the Permitted Encroachments; and ii) the maintenance, repair, reconstruction, and removal of the Permitted Encroachments. Ingress and egress to the Permitted Encroachments by the Developers, their successors, and assigns shall be made using the Maintenance Areas and no other portion of the City’s Property. If the City requires access to, or use of, the Maintenance Areas, or any portion thereof, the Developers, their successors, and assigns, shall upon notice from the City, remove each of Permitted Encroachments the City requests to be removed, all at the sole expense of the Developers, their successors, or assigns. In the alternative, the City may remove any Permitted Encroachments and invoice all costs incurred to the Developers, their successors, and assigns. In either event, the Developers, their successors, and assigns, shall be solely responsible for the restoration of the Permitted Encroachments, at their sole expense, upon completion of the City’s work within the applicable portion of the Maintenance Areas. The City shall have no obligation to restore any improvements within the Maintenance Areas that are disturbed due to the City’s access to or use of the Maintenance Areas. If the Developers, their successors, or assigns fail to maintain the Maintenance Areas, then the City may undertake the maintenance and assess such costs against the Development Property or otherwise use any other remedy available at law or in equity to collect the costs of such maintenance from the Developers, their successors, and assigns. The Developers, their successors and assigns specifically grant access to the City at all reasonable times to perform such work and the Developers, on behalf of themselves and their successors and assigns, acknowledge that the maintenance work performed by the City regarding the Maintenance Areas benefits the Development Property in an amount that exceeds any assessment for such maintenance work. The Developers their successors and assigns hereby waive any right to a notice, a hearing, or to appeal any such assessment.

6. **Indemnification.** The Developers, their successors and assigns, shall defend, indemnify and hold the City and its elected officials, officers, employees, contractors, consultants and agents harmless from and against any and all claims, losses, costs, damages, liens and liabilities, including reasonable attorneys’ fees, (collectively “**Claims**”) arising from or related to the use or occupancy of, or failure to maintain the Maintenance Areas by the Developers, their successors and assigns. This provision of indemnification shall survive the termination of this Agreement.

7. **Binding Effect; Covenants Running With The Land.** The terms of this Agreement and the Developers’ maintenance, repair, indemnification, and other obligations hereunder shall constitute covenants running with the land and shall be binding on the Developers and

their successors and assigns, and inure to the benefit of the City and its respective successors and assigns. Notwithstanding anything herein to the contrary, upon assigning and delegating its rights and obligations under this Agreement to the Association, the Developers shall be released of all maintenance and other obligations which arise under this Agreement from and after the date of such assignment. However, such an assignment shall only be valid if the Association assumes all of the Developers' maintenance and other obligations contained within this Agreement in perpetuity and the Association's declarations contain provisions that provide that the Association may not be dissolved without fully and validly assigning all such obligations to the Association's individual members.

8. **Recording.** The parties agree that this Agreement shall be recorded against the title to the Development Property.

9. **Termination.** The City may, at its sole discretion, terminate this Agreement at any time by giving the Developers, their successors, or assigns, 30 days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and the Agreement may then be terminated immediately. Upon such termination the Developers and their successors and assigns will remove, at their sole cost, all Permitted Encroachments within the time frame specified in the City's notice.

10. **Costs Of Enforcement.** The Developers, their successors, and assigns, shall reimburse the City for all reasonable costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including but not limited to court costs and reasonable attorneys' fees. Should the Developers, their successors or assigns fail to timely reimburse the City for such costs upon invoicing, the parties agree that the City may assess the Development Property for such amounts and the Developers, on behalf of themselves and their successors and assigns hereby waive any right to a notice, a hearing, or to appeal any such assessment.

11. **Representation.** The undersigned represent and covenant that they are the duly empowered representatives of their respective entities and maintained unqualified authority to bind their respective entities to the terms of this Agreement.

12. **Survival.** Should any portion of this Agreement be determined by a court of competent jurisdiction to be unenforceable or of no effect, such determination shall not affect the validity of the remaining portions of this Agreement.

13. **Venue.** The terms of this Agreement shall be interpreted according to the laws of Minnesota and any action to enforce the provisions herein shall be brought in Carver County, Minnesota.

14. **Transfer of Rights and Obligations.** The Developers wish to assign and delegate their rights and obligations under this Agreement to [Name of Homeowners Association], a Minnesota nonprofit corporation (the "**Association**"). The Association is organized, among other things, for the purpose of maintaining the Permitted Encroachments. The City hereby consents to the Developers' assignment and delegation of their rights and obligations hereunder to the

Association, subject to the terms of this Agreement, and the Association's agreement to be bound by the terms contained herein.

15. Association Agreement To Be Bound. The terms of this Agreement shall bind the City and the Developers upon their respective execution of this Agreement. Upon the valid assignment of rights and obligations contained herein pursuant to Section 14 above and the other terms of this Agreement, the authorized representative of the Association shall execute this Agreement. Such execution of this Agreement by the Association shall indicate the Association's intent to be bound by all terms contained herein as an assignee of the Developers.

[Signature pages follow.]

SIGNATURE PAGE TO ENCROACHMENT AND MAINTENANCE AGREEMENT

CITY OF WACONIA

By: _____
Tim Litfin
Its: Mayor

By: _____
Jackie Schulze
Its: City Clerk

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Tim Litfin and Jackie Schulze, the Mayor and City Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO ENCROACHMENT AND MAINTENANCE AGREEMENT

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

By: _____

John Rask

Its: Area President

STATE OF MINNESOTA)

)

COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by John Rask, Area President, M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

SIGNATURE PAGE TO ENCROACHMENT AND MAINTENANCE AGREEMENT

PULTE HOMES OF MINNESOTA, LLC

By: _____
Chad Onsgard
Its: Vice President of Development

STATE OF MINNESOTA)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Chad Onsgard, Vice President of Development, Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, for and on behalf of the company.

Notary Public

SIGNATURE PAGE TO ENCROACHMENT AND MAINTENANCE AGREEMENT

[INSERT NAME OF HOMEOWNERS ASSOCIATION]

BY: _____

ITS: _____

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of [Insert Name of Homeowners Association], a Minnesota nonprofit corporation, for and on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Lane L. Braaten – Community Development Director
City of Waconia
201 South Vine Street
Waconia, Minnesota 55387
(952) 442-3106

EXHIBIT 1 Diagrams of Maintenance Areas

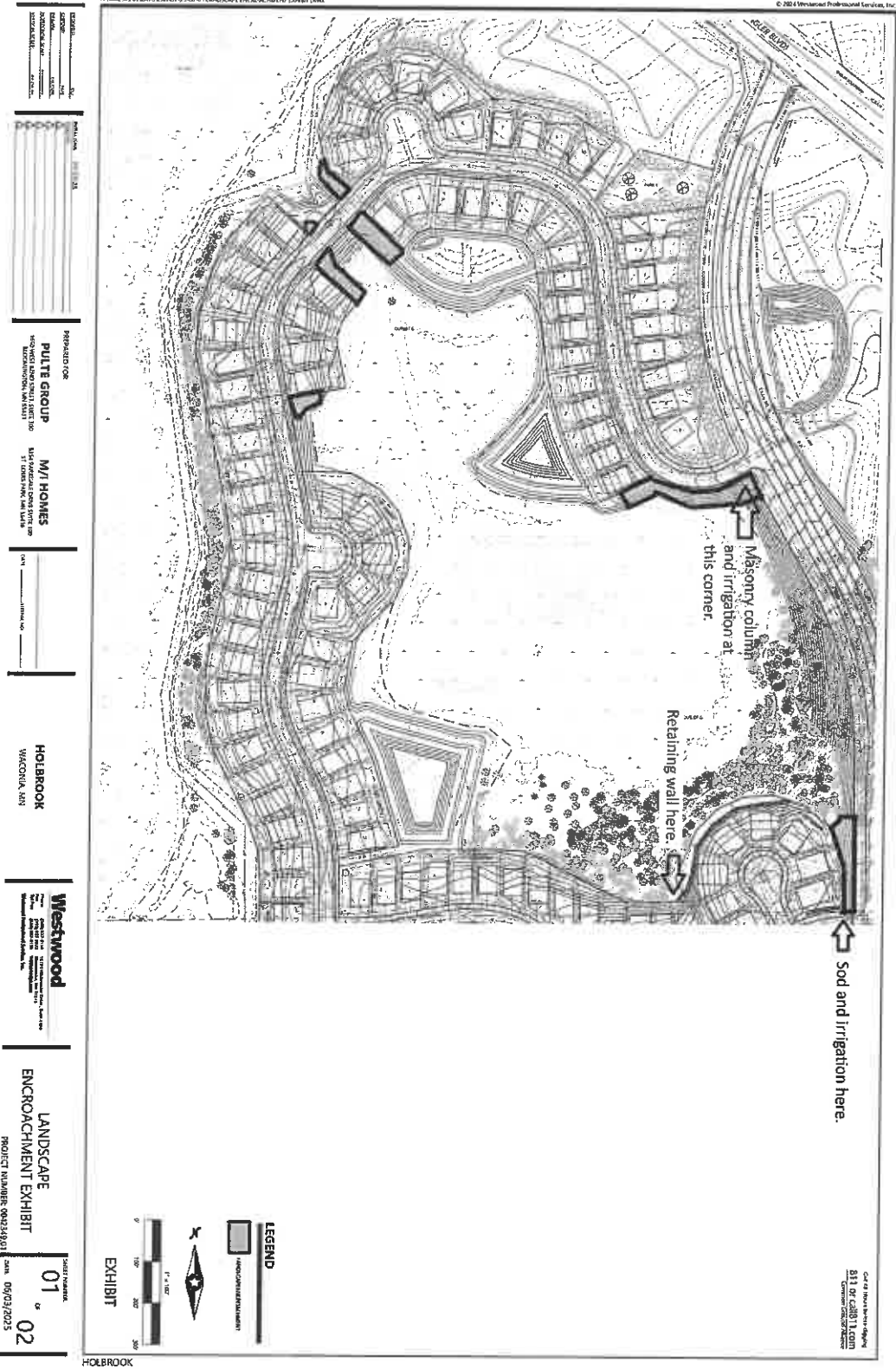
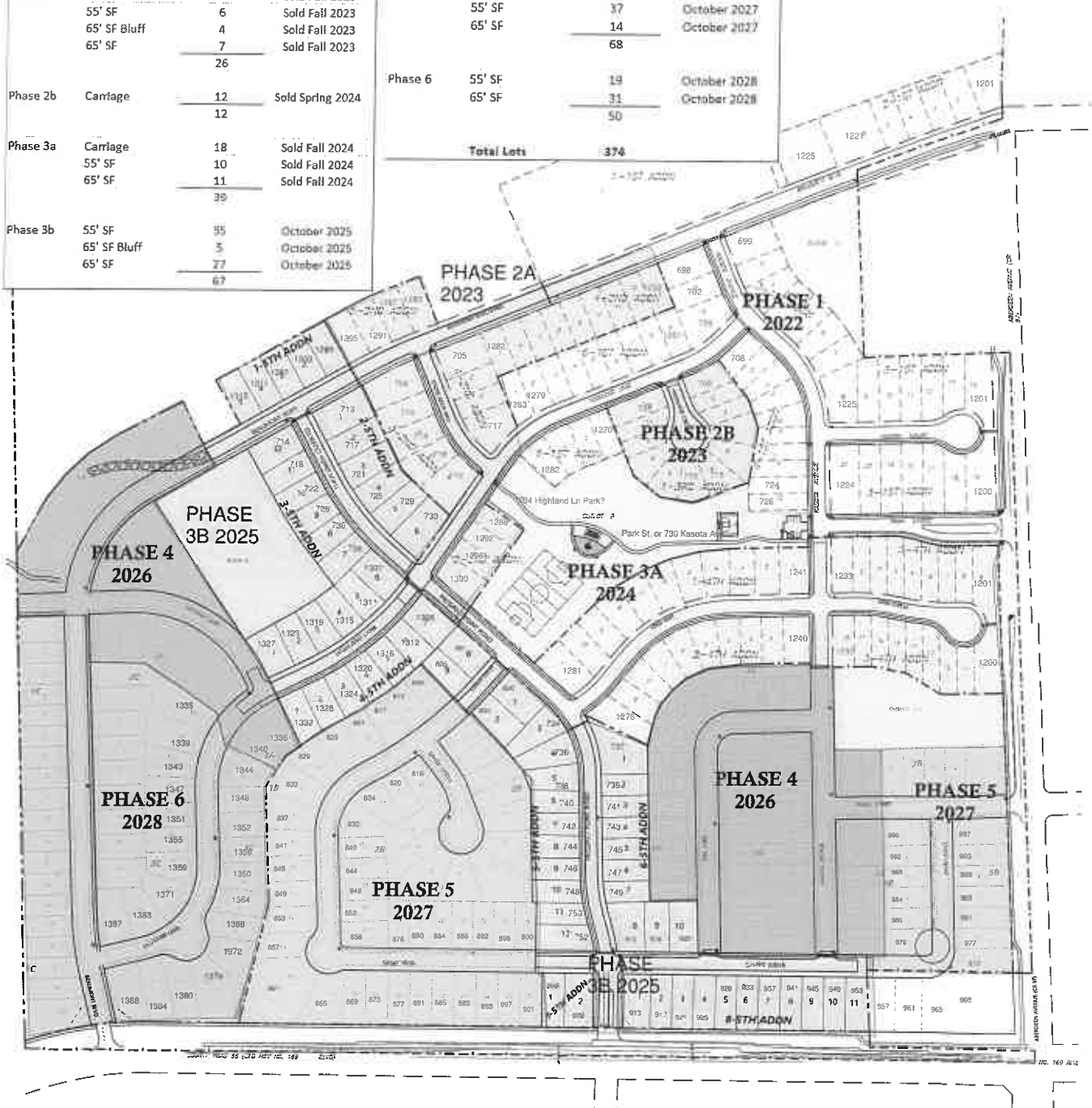


Exhibit F

ATTACHMENT B

Phase	Type of Lot	Count	Status
Phase 1	Twins	10	Sold Fall 2022
	Villas	23	Sold Fall 2022
	55' SF	12	Sold Fall 2022
	65' SF Bluff	7	Sold Fall 2022
	65' SF	2	Sold Fall 2022
		54	
Phase 2a	Villas	9	Sold Fall 2023
	55' SF	6	Sold Fall 2023
	65' SF Bluff	4	Sold Fall 2023
	65' SF	7	Sold Fall 2023
		26	
Phase 2b	Carriage	12	Sold Spring 2024
		12	
Phase 3a	Carriage	18	Sold Fall 2024
	55' SF	10	Sold Fall 2024
	65' SF	11	Sold Fall 2024
		39	
Phase 3b	55' SF	35	October 2025
	65' SF Bluff	5	October 2025
	65' SF	77	October 2025
		67	

Phase	Type of Lot	Count	Status
Phase 4	Villas	8	October 2026
	55' SF	34	October 2026
	65' SF Bluff	9	October 2026
	65' SF	8	October 2026
		<u>59</u>	
Phase 5	Villas	17	October 2027
	55' SF	37	October 2027
	65' SF	14	October 2027
		<u>68</u>	
Phase 6	55' SF	19	October 2028
	65' SF	31	October 2028
		<u>50</u>	
Total Lots		374	



**BEAUMONT BLUFFS
PHASE SITE PLAN
3.31.25**



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 7, 2025	
Item Name: 8.9. Special Event Permit - Back to School Jamboree	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-171 Approving a Special Event Permit for Thrivent Financial for a Back to School Jamboree EXPLANATION OF AGENDA ITEM: Jessica Hess of Thrivent Financial has submitted a Special Event Permit for September 10, 2025, from 3:00 p.m. to 5:30 p.m. to host a free to the public, 2nd annual back-to-school celebration featuring a bounce house, DJ, face painting, balloon artists, crazy hair creations lawns games, and free ice cream/root beer floats. The event would be free and open to the public. Donations will also be accepted to benefit the local non-profit Backyard Wishes. The event would utilize the northeast portion of Lot 1 and be closed to public parking during the event. Set-up would occur at 2:00 p.m. and end at 6:30 p.m. The applicant will be required to obtain barricades for the closure and post no-parking signs in the affected area notifying the public of the closure 48 hours prior to the event. ATTACHMENTS: 1. Resolution No. 2025-171 Special Event Permit 2. Special Event Permit Application	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: Park Board: Personnel Committee: Other:

**CITY OF WACONIA
RESOLUTION NO. 2025-171**

**RESOLUTION APPROVING SPECIAL EVENT AND NOISE PERMIT
FOR SECOND ANNUAL WACONIA BACK TO SCHOOL JAMBOREE
AND ICE CREAM SOCIAL**

WHEREAS, City of Waconia has received an application for a special event and noise permit to occur on municipal streets from Thrivent Financial; and

WHEREAS, Thrivent Financial has requested use and closure of certain municipal parking area of Lot 1 to host a community Back to School Jamboree and Ice Cream Social with family fun activities; and

WHEREAS, the event will feature amplified sound for music performed by a DJ; and

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

WHEREAS, the applicant will be responsible to provide signage indicating time, date, and location of closure as well as the procurement, placement, and removal of barricades.

WHEREAS, the applicant shall furnish the City of Waconia with a certificate of insurance naming the city as an additional insured with the limits consistent with the Special Events Policy, procure and return necessary barricades and signage for the street closure, and 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 for Thrivent Financial for a Back-to-School Jamboree and Ice Cream Social with family fun activities on September 10, 2025.

Adopted by the City Council of the City of Waconia this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

Any event to be held within Parks or shelter must contact City Hall. A special event permit is required for events/activities exceeding 300 participants or any event/activity which extends beyond the immediate park boundaries.

<https://www.waconia.org/347/Facility-Use-Rental-Applications>

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

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

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

Staff
Initials

For your license application to be processed, you must submit the following to the City Halls's Office:

☐	☐ This application form, fully completed and signed by the applicant or an authorized officer or partner. ANSWER EVERY QUESTION, USING N/A IF NECESSARY ON ANY QUESTIONS. APPLICATIONS WITH BLANK QUESTIONS WILL BE RETURNED WITHOUT PROCESSING.
☐	☐ Detailed Site Plan for the event
☐	☐ Certificate of Insurance, if required
☐	☐ Traffic Control plan from an approved vendor for any street closures
☐	☐ Payment for required permit fee; Checks must be made payable to the City of Waconia •\$100 for base Special Event Permit
☐	☐ Any required additional permit applications from other City departments

Section 2. REQUIRED LICENSE INFORMATION – complete every question**A. Information about who is completing and submitting this application**

1. First Name Tyler		2. Last Name Johnson	
3. Primary Telephone Number (952) 451-2756	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number N/A	6. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other
7. Email Address tyler.johnson1@thrivent.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 Assistant	

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

10. First Name Jessica		11. Last Name Hess	
12. Primary Telephone Number (952) 442-8461	13. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	14. Alternate Phone Number 956-330-1654	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
16. Email Address jessica.hess@thrivent.com		17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☒ Manager ☐ Agent for the Owner ☐ Other	

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit Henke Hess Financial Group			
19. Email Address jessica.hess@thrivent.com, tyler.johnnson1@thrivent.com			
20. Mailing Address 129 W Main Street	21. City Waconia	22. State MN	23. Zip Code 55387
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email			

D. License Holder Information**Provide information about who this license will be issued to**

25. Entity license will be issued to Thrivent			
26. Business Federal Tax ID Number/Tax Exempt Number EIN: 51-0200276		27. Business State Tax ID Number	
28. Business Address 129 W Main St.	29. City Waconia	30. State MN	31. Zip Code 55387

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

32. Name of Event 2nd Annual Waconia Back to School Jamboree	
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 9/10/2025	
34. Time of Event 3:00 PM - 5:30 PM	35. Set up start time and clean up finish time 2:00 PM - 6:30 PM

36. Location of Event –Street Address 235 W Main Street	37. City Waconia	38. State MN	39. Zip Code 55387
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i>			
Parking lot space between Waconia Comfort/Waconia Brewing Co. located on Maple St. & Main St.			
41. Is your event in a City park? ☐ Yes ☒ No			
If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? ☒ Yes ☐ No			
43. Estimated Number of Attendees- 200-250	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any N/A	46. Purpose of event proceeds (if applicable) All free-will donations to Backyard Wishes supporting ISD110 students and families.		
47. Describe how attendance will be monitored and limited if necessary Start of event directly after schools get done, so likely will be large influx of families coming to event right after that. There will be staffed check-in station to prevent too many participants at one time. In addition, also going to have volunteers at each station to monitor flow and ensure appropriate amount of participants. For example, bounce house supervision making sure not too many people at once and general help there.			
48. Describe any entertainment being provided Different stations around the area of event with different activities, these include: Bounce House, DJ, Face Painting, Balloon Artists, Crazy Hair Creations, Lawn Games, and Free Ice Cream/Root Beer Floats provided by Main Scoop and WBC. Possibly a food station with pizza slices from Bode Gray's (potentially).			

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.

Main Scoop staffing and providing free ice cream. They are able to keep needed amounts on-site cool and ready to serve, going back to their location to replenish as needed. Same goes with Waconia Brewing Company, located right next to event providing their root beer, able to go back and get more as needed. With Bode Gray's, if they are part of event with a pizza station will have it staffed and able to shuttle back to grab more.

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

We will have a certified athletic trainer from Ridgeview on-site to assist with any medical emergencies.

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:

We will be providing our own trash receptacles and bring trash back to our own dumps

52. Will you be providing toilets and wash stations?

☐

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒

No

Explain how these needs will be met for event attendees:

Hand sanitizer available at all stations for use.

B. Information about Amplified Sound

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

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

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

Our provided DJ will have a speaker and small dance area. We will be keeping volume at a minimum to the area we are in.

C. Information about any public right of way closures

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

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

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

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

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

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

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

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

- ☐ Yes
- ☒ No

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

D. Information about any alcohol as part of the event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Yes

☐ No

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

67. Fireworks Display as Part of the event?

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

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

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

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

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

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

Jessica Hess/Tyler Johnson

I, (print name) Jessica Hess/Tyler Johnson, 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

6/24/25



Borrowed Equipment Agreement



Application Date:	6/24/2025
Name:	Tyler Johnson - Thrivent
Address:	129 W Main Street, Waconia
Phone:	(952) 442-8461
Purpose:	Waconia Back to School Block Jamboree
Date to Pick-up:	9/10/2025

Waconia Public Services
310 10th Street East
Waconia, MN 55387
Phone: 952-442-2615
Fax: 952-442-4963
publicservices@waconia.org
www.waconia.org

All equipment pick-up and returns located at: Waconia Public Services facility, 310 10th Street East. Equipment may be obtained between the hours of 7 a.m. – 3 p.m., Monday through Friday. **A \$100.00 deposit is required.** The deposit will be refunded upon return of all equipment in good condition. **Note: Upon return, equipment may NOT be left anywhere at the facility without first checking in with city staff. Not checking in may result in the loss of your deposit.**

Equipment Needed:

Equipment	Number Needed
Cones	20
Type II Barricades (A-frame)	5
8ft. Barricades	5
Sandbags	8
Flashers	
Construction Fencing	
Posts	
Post Pounder	
Other, specify:	

Equipment Return Date: 9/11/2025

Please note: Any lost or damaged equipment will be the responsibility of the company/individual borrowing the equipment. The City of Waconia, or any of its employees, shall not be held responsible for any improperly used equipment that causes injury or damage to property.

Signature of Applicant: Tyler Johnson

Date: 6/24/2025

Office Use Only

Checked Out By: _____ Date: _____ ☐ Deposit Taken? ☐ Deposit Due @ Pickup

Checked In By: _____ Date: _____ ☐ Deposit Returned? Date Returned: _____

☐ Missing/
Damaged?

Specify:

Completed By: _____

☐ Billing Required?

Page 2 of 2



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025		
Item Name:	8.10. Approve Temporary On-Sale Liquor License for the Waconia Legion Post 150		
Originating Dept:	Administration		
Presented By:	Sue Schwalbe		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-172 Approving a Temporary On-Sale Liquor License for the Waconia Legion Post 150			
EXPLANATION OF AGENDA ITEM: The Office of the City Administrator received an application for a temporary on-sale liquor license from the Waconia Legion Post 150 for an event scheduled for August 2, 2025. Sale and consumption of alcoholic beverages will be limited to the parking lot and patio area associated with the 4 Main Building located at 4 Main Street East in Waconia.			
ATTACHMENTS: 1. Resolution No. 2025-171 Temporary On-Sale Legion Post 150			
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. 2025-172**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION
WACONIA LEGION POST 150**

WHEREAS, an application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia American Legion Post 150 August 2, 2025, in the parking lot and patio area associated with the 4 Main Building located at 4 Main Street East Suite 1 in Waconia; 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 Waconia America Legion Post for August 2, 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 on this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.11. Temporary On-Sale Liquor License Waconia Legion Post 150 - Nickle Dickle Day
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action:	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-173 Approving a Temporary On-Sale Liquor License from the Waconia American Legion Post 150 for September 13, 2025, Nickle Dickle Day	
EXPLANATION OF AGENDA ITEM: The Office of the City Administrator has received a temporary on-sale liquor license for the Waconia American Legion Post 150 for Nickle Dickle Day scheduled for September 13, 2025. Sale and consumption of alcoholic beverages for this event will be limited to the parking lot and patio area associated with the 4 Main Building at 4 Main Street Suite 1 in Waconia.	
ATTACHMENTS: 1. Resolution No. 0025-173 On Sale Liquor NDD	
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. 2025-173**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION
WACONIA LEGION POST 150
NICKLE DICKLE DAY**

WHEREAS, an application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia American Legion Post 150 for September 13, 2025, in the parking lot and patio area associated with the 4 Main Building located at 4 Main Street East Suite 1 in Waconia; 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 Waconia America Legion Post for September 13, 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 on this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	8.12. Special Event Permit - Iron Tap
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-174 Approving Special Event Permit - Iron Tap	
EXPLANATION OF AGENDA ITEM: Greg James of Iron Tap, 140 Main Street West has submitted a Special Event Permit for a Street Closure in celebration of Iron Tap's 10-Year Celebration. The event is planned to occur on Friday, July 18, 2025, from 5:00 p.m. to 9:00 p.m. The event will feature live music with all food and beverages from Iron Tap. The request is to close Main Street between Vine Street and Olive Street. Conditions of approval: • The applicant shall furnish a certificate of insurance naming the City as additional insured. • The applicant will be responsible for requesting and placing barricades at both street entrances on Main Street West. • The applicant will be responsible for monitoring that no alcoholic beverages are removed from the designed closure area. • The applicant will be responsible for modifying adjacent businesses of the closure. ATTACHMENTS: 1. Resolution No. 2025-174 Special Event Permit Application - Iron Tap 2. Special Event Permit Application	
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. 2025-174**

**RESOLUTION APPROVING SPECIAL EVENT AND NOISE PERMIT
IRON TOP 10 YEAR CELEBRATION**

WHEREAS, the City of Waconia has received permit application for a special event and noise permit to occur on municipal streets from Iron Tap, 140 Main Street West; and

WHEREAS, the event will be held on Friday, July 18, 2025, from 5:00 p.m. to 9:00 p.m. Will feature alcohol and food sales, live music; and

WHEREAS, municipal property to be used include Main Street West between Vine Steet and Olive Street 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 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

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

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

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

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

Staff Initials	For your license application to be processed, you must submit the following to the City Halls's Office:
-------------------	--

- | | |
|-------------------------------------|---|
| ☐ | ☐ This application form, fully completed and signed by the applicant or an authorized officer or partner. ANSWER EVERY QUESTION, USING N/A IF NECESSARY ON ANY QUESTIONS. APPLICATIONS WITH BLANK QUESTIONS WILL BE RETURNED WITHOUT PROCESSING. |
| ☐ | ☐ Detailed Site Plan for the event |
| ☒ | ☒ Certificate of Insurance, if required |
| ☐ | ☐ Traffic Control plan from an approved vendor for any street closures |
| ☒ | ☒ Payment for required permit fee; Checks must be made payable to the City of Waconia
•\$100 for base Special Event Permit |
| ☐ | ☐ Any required additional permit applications from other City departments |

Section 2. REQUIRED LICENSE INFORMATION – complete every question**A. Information about who is completing and submitting this application**

1. First Name GREG JAMES		2. Last Name JAMES	
3. Primary Telephone Number 952-300-0518	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number 952-442-4447	6. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other
7. Email Address INFO@IRONTAPMN.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 GREG		11. Last Name JAMES	
12. Primary Telephone Number 952-300-0518	13. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
16. Email Address INFO@IRONTAPMN.COM		17. Role of primary contact: ☒ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit IRON TAP			
19. Email Address SAME			
20. Mailing Address 140 W MAIN ST	21. City WACONIA	22. State MN	23. Zip Code 55387
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email			

D. License Holder Information**Provide information about who this license will be issued to**

25. Entity license will be issued to IRON TAP			
26. Business Federal Tax ID Number/Tax Exempt Number 47-1981458	27. Business State Tax ID Number 3905592		
28. Business Address 140 W MAIN	29. City WAC	30. State MN	31. Zip Code 55387

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

32. Name of Event 10 - YEAR CELEBRATION	
33. Date(s) of Event complete separate applications for a series of events held at separate times JULY 18th	
34. Time of Event 5 - 9 PM	35. Set up start time and clean up finish time 4 PM

36. Location of Event –Street Address 146 W MAIN ST	37. City MARIONIA	38. State MN	39. Zip Code 55387
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i> MAPLE - MAIN ST - TO OLIVE ST MAPLE - OLIVE ST			
41. Is your event in a City park? ☐ Yes ☒ No			
If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? ☒ Yes ☐ No			
43. Estimated Number of Attendees- 150	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any NO	46. Purpose of event proceeds (if applicable) NA		
47. Describe how attendance will be monitored and limited if necessary OWNER / MANAGER REGULATION			
48. Describe any entertainment being provided MUSIC by Jason Poylson 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.

ALL FOOD + BEV COMING FROM
IRON TAP

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

OWNER RELATES

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?

INDIDE



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:

- ☐ 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.

C. Information about any public right of way closures

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

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

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

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

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

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

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

BUT MINIMAL

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

- ☒ Yes
- ☐ No

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

D. Information about any alcohol as part of the event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I Run Tap

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

I Run Tap Catering License

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

I Run Tap

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

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

☐ Yes

☒ No

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

67. Fireworks Display as Part of the event?

☐ Yes

☒ No

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

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

☒ Yes

☐ No

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

Omni

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

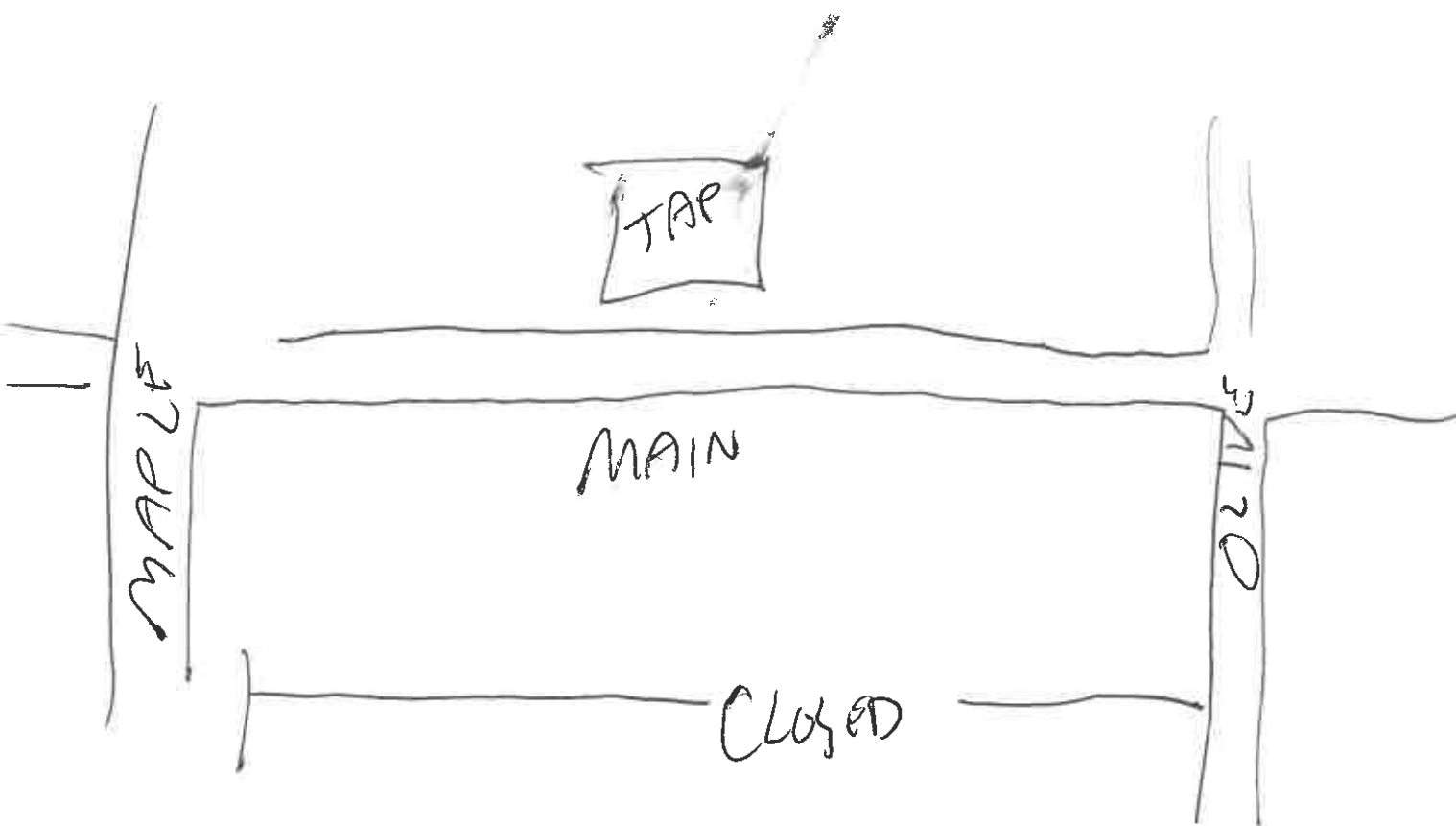
I, (print name) GREG JAMES, agree to strictly comply with all the laws of the State of Minnesota governing the taxation of business and all ordinances of the City of Waconia, and that I intend to comply with the special event policy as well as any conditions of approval that may be placed on the permit 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





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	9.1. Discussion and Staff Direction - Utility Bill Penalty and Door Hanger Fee - 1757 Sandbar Circle
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action:	None
Item Type:	Discussion
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Provide Staff Direction for Request from Resident to Reverse Utility Bill Door Hanger and Penalty Fees - May 2025	
EXPLANATION OF AGENDA ITEM: City staff received a request from resident Derek Smith at 1757 Sandbar Circle to reverse the door hanger and penalty fees assessed to the utility account due to non-payment. The total of these fees is \$93.52. They were assessed to the account on May 22, 2025. The resident is making this request due to how the bill form was printed as of May 31, 2025. Some information about the utility account and request: 1. The resident received a shut-off letter because the account was over 60 days past due. The letter was mailed to the address on May 9, 2025, per the City's ordinance. 2. City staff delivered a door hanger to the residence on May 22, 2025, per the City's ordinance when payment is not received by the due date listed in the letter. 3. The resident called City staff on May 22, 2025, requesting the total due on the account. Staff advised the resident of the total due which included the total balance for services, penalties, and the door hanger fee as established in the City's ordinance. City staff updated the utility account with notes regarding the call and discussion. 4. The resident went online to pay the bill at that time. However, the balance was not yet updated online to include penalties and the door hanger fee due to a delay between our billing and online payment system. Because of this, the only fees paid were the total due for services. Unfortunately, our current utility billing system and online system do not update automatically. Once the batches are reviewed and posted in our billing system, the online portal is updated with all the balances due by account based on a server schedule. 5. Staff did not shut off water at the property because the resident made a substantial payment on the outstanding balance due. Fees that were still due were planned to be billed to them with the May billing that was in process at this time. 6. The City processed the regular May 31, 2025, billing and mailed the bills on June 2, 2025 (due to June 1 being a Sunday). The bill form showed the charges for the penalty and shut-off fee to be May 31, 2025, because that was the date of the billing batch. In our billing system, the fees were in fact posted to the account on May 22, 2025, and were due because the payment was not made as required. Staff reviewed, approved, and posted the batches on May 22, 2025. 7. The resident received the bill and asked to have the charges of \$93.52 reversed because he believed they were charged on May 31, 2025, and not on May 22, 2025, when he was logged	

into the system and made his payment.

8. Staff are requesting guidance from the City Council as staff are not allowed to adjust these fees based on the City's financial policy and guidelines unless there was a staff error in the shut-off process. City staff followed the correct steps in this case and advised the resident of the total balance due.

9. City staff have provided the resident this information and a payment plan for the fees due.

The resident was advised this request would be presented to the City Council for discussion. He may attend the meeting to give additional information about this request.

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: July 7, 2025	
Item Name: 9.2. Cable Television Franchise Ordinance with Comcast	
Originating Dept: Administration	
Presented By: Jackie Schulze	
Previous Council Action: 4/21/2025: Notice of Intent to Accept Applications for Cable Franchise 6/2/2025: Public Hearing Regarding Comcast Franchise Agreement	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Ordinance No. 782 Creating a Cable Franchise Agreement with Comcast Adopt Resolution No. 2025-175 Authorizing Summary Publication for Ordinance #782 EXPLANATION OF AGENDA ITEM: Attached for Council review and discussion is a proposed ordinance and franchise agreement with Comcast. This agreement would grant Comcast a nonexclusive franchise to construct, operate, and maintain a cable television system within the City of Waconia. Key Components of the Agreement • Term: 10 years, with a potential 5-year extension upon satisfactory performance. • Nonexclusive Franchise: Allows Comcast to provide cable services using public rights-of-way, while preserving the City's right to approve additional franchises. • Franchise Fee: Comcast will pay a 5% franchise fee on gross revenues derived from cable services within the City (maximum amount permissible). • System Requirements: Comcast must build a modern, fiber-to-the-home (or equivalent) cable system, capable of delivering at least 80 channels, and must meet FCC technical standards. • Public Access (PEG): Comcast will provide support for public, educational, and government access programming, consistent with state and federal law. • Insurance & Indemnification: The agreement outlines liability coverage, indemnification provisions, and a \$10,000 letter of credit to ensure performance. • Right-of-Way Use: Includes construction standards, restoration requirements, and coordination with the City for any underground or above-ground utility installations. • Transfer & Termination: Establishes conditions for sale, transfer, abandonment, or revocation of the franchise. In addition to the above items, Public Services and Administration staff have been working with Comcast to develop an installation plan. This plan will ensure the installation process is done methodically, and specific neighborhoods are wrapped up prior to moving to a new neighborhood. Additional conversations with Comcast have centered around resident communication about the project, as well as ways for our residents to reach Comcast directly.	

Staff have discussed creating a public page on our site related to the project as well, which would provide regular updates as to where installation is occurring.

Financial Considerations

Comcast has paid a \$5000 franchise application fee to the City. In addition, the City would require an additional \$5000 escrow following approval of the ordinance.

Next Steps

Per Minnesota Statute § 238.081, the City held a public hearing on June 2, 2025, following proper notice in the Waconia Patriot. Per state law, the formal agreement could not be considered until at least one week following the public hearing.

If the ordinance is approved, the City Council will be required to vote on a separate resolution authorizing summary publication of the ordinance. Summary publication requires 4/5 votes for passage. If not approved, the City would need to publish the entire 45-page ordinance.

ATTACHMENTS:

1. Resolution No. 2025-175 Summary Publication
2. Comcast Waconia MN Franchise 2025

--	--

CITY OF WACONIA
RESOLUTION NO. 2025-075

RESOLUTION TO APPROVE SUMMARY PUBLICATION OF ORDINANCE NO. 782

WHEREAS, the City of Waconia recently adopted Ordinance 2025-782 titled “AN ORDINANCE CREATING CHAPTER 586 OF THE WACONIA CITY CODE, GRANTING A FRANCHISE TO COMCAST OF ARKANSAS, FLORIDA, LOUISIANA, MINNESOTA, MISSISSIPPI, TENNESSEE, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF WACONIA, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.” which is lengthy and not suitable to publication in full; and

WHEREAS, the City Council has determined that publication of the title and a summary of the foregoing ordinance only would clearly inform the public of the intent and effect of the ordinance; and

WHEREAS, copies of the full text of the ordinances shall be available for the public on request at the Waconia Library and at City Clerk’s office;

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

The following summary of Ordinance No. 782, is approved for publication in the official newspaper of the City of Waconia:

The City of Waconia adopted Ordinance No. 782, titled “AN ORDINANCE CREATING CHAPTER 586 OF THE WACONIA CITY CODE, GRANTING A FRANCHISE TO COMCAST OF ARKANSAS, FLORIDA, LOUISIANA, MINNESOTA, MISSISSIPPI, TENNESSEE, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF WACONIA, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS. It creates a new Chapter 586 of the City Code, granting a franchise to Comcast to operate a cable television system for the next ten years, ensuring that the City receives franchise fees for Mediacom’s use of right-of-way. This is a non-exclusive franchise and only applies to cable television. A copy of the full text of the ordinance shall be made available for viewing on request by the public at the City Clerk’s office and at the Waconia Library.

The City Clerk is directed to provide the foregoing summary to the City’s official newspaper for publication according to law, and to make a copy of the ordinance available at the office of the City Clerk and at the Waconia Library.

[Adoption, Signatures, and Voting Record to follow]

Adopted by the City Council of Waconia, Minnesota, this 7th day of July 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

M/ _____

Coleman _____

Gleason _____

S/ _____

Grengs _____

Siddons _____

ORDINANCE NO. 782

AN ORDINANCE CREATING A CHAPTER OF THE WACONIA CITY CODE, GRANTING A FRANCHISE TO COMCAST OF ARKANSAS, FLORIDA, LOUISIANA, MINNESOTA, MISSISSIPPI, TENNESSEE, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF WACONIA, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

STATEMENT OF INTENT AND PURPOSES AND FINDINGS

WHEREAS, The City of Waconia intends, by the adoption of this Franchise, to provide for the continued operation about the development of Comcast's Cable System, and the improvement and enhancement of it; and

WHEREAS, Such a development can contribute significantly to the communications' needs and desires of the residents and citizens of the City and the public generally; and

WHEREAS, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of the Cable System; and

WHEREAS, The Franchise granted to Grantee by City complies with the existing applicable City Code, State statutes, federal laws and regulations; and

WHEREAS, The Franchisee's technical ability, financial condition, and legal qualification were considered and approved by the City in a full public proceeding that afforded reasonable notice and a reasonable opportunity be heard; and

WHEREAS, The Franchise granted to Grantee is nonexclusive.

NOW THEREFORE, The City Council of the City of Waconia ordains:

SECTION I: ADOPTION

A new Chapter 586 of the Waconia City Code is hereby adopted. The index of sections is as follows:

Section

- 586.01 Short Title and Definitions
- 586.02 Grant of Authority
- 586.03 Construction Standards
- 586.04 Design Provision

586.05	Service Provisions
586.06	Public Access Provisions
586.07	Operation and Administration Provisions
586.08	General Financial and Insurance Provisions
586.09	Sale, Abandonment, Transfer, and Revocation
586.10	Miscellaneous Provisions
586.11	Publication Effective Date, Acceptance, and Exhibits
	Exhibit A
	Exhibit B
	Exhibit C
	Exhibit D
	Exhibit E
	Exhibit F
	Exhibit G

The text of the ordinance is as follows:

586.01 SHORT TITLE AND DEFINITIONS

(1) Short Title. This Franchise shall be known and cited as the Comcast Cable Television Franchise Ordinance.

(2) Definitions. For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

(a) “Actual Cost” means Grantee’s cost without any increase due to overhead, interest, profit or administrative expense.

(b) “Applicable Laws” means any local law, or federal or State statute, law, regulation or other final legal authority governing any of the matters addressed in this Franchise.

(c) “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 522(3)

(d) “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and the Telecommunications Act of 1996, Pub. L. No. 104-458 and as the same may, from time to time, be amended.

(e) “Cable Service” or “Service” means:

(i) The one-way transmission to Subscribers of (i) video programming, or (ii) other programming service; and

(ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) “Cable System,” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

(i) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(ii) A facility that serves Subscribers without using any public rights-of-way;

(iii) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541) to the extent such facility is used in the transmission of video programming directly to Subscribers; unless the extent of such use is solely to provide interactive on-demand services;

(iv) An open video system that complies with Section 653 of the Cable Act; or

(v) Any facilities of any electric utility used solely for operating its electric utility system.

(g) “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

(h) “City” means the City of Waconia, Minnesota as represented by the Council or any official delegate of the Council acting within the scope of its jurisdiction.

(i) “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

- (j) “Council” means the City Council of the City of Waconia, Minnesota.
- (k) “Drop” means the cable that connects the ground block on the Subscriber’s residence to the Node or the Tap on the nearest Feeder Cable of the System.
- (l) “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- (m) “Feeder Cable” means fiber optic or coaxial cables that run along Streets within the Service Area and connects between the individual Nodes which serve the Drops.
- (n) “Franchise” means this Franchise and the regulatory and contractual relationship established hereby.
- (o) “Franchise Fee” means any tax, fee or assessment of any kind imposed by the City or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise to be incurred by the Grantee for PEG Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.
- (p) “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).
- (q) “Governmental Authority” means any court or other federal, State, county, municipal or other governmental department, commission, board, agency or instrumentality.
- (r) “Grantee” is Comcast of Arkansas, Florida, Louisiana, Minnesota, Mississippi, Tennessee LLC, its agents and employees, lawful successors, transferees or assignees.
- (s) “Gross Revenues” means any and all revenues received by the Grantee from or in connection with the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, all Cable Service fees, premium, pay-per-view, Pay Television, Franchise Fees, late fees, guides, home shopping revenue, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental fees and Lockout Device fees. Gross Revenue shall not include fees for the sale, leasing or servicing of equipment, network capacity and facilities rent for the provision of non-cable services (voice or data services), any fees itemized and passed through as a result of

Franchise imposed requirements, tower rent, refundable deposits, bad debt, investment income, or any taxes, fees or assessments of general applicability imposed or assessed by any Governmental Authority. A Franchise Fee is not such a tax, fee or assessment. Gross Revenues shall not include any PEG Fees billed to or collected from Subscribers. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with GAAP.

(t) “Headend” means the point of origination and processing for most of the signals received by the Cable System from external content providers.

(u) “Installation” means the connection of the System from Feeder Cable to the point of connectivity.

(v) “Node” means a facility that connects a Drop to the Tap. and consists of receivers and transmitters that amplify signals as they travel away from the Headend and receive upstream signals from connected coaxial legs.

(w) “Non-Standard Installation” means any Drop in excess of One Hundred Fifty (150) feet for a residential property.

(x) “Normal Business Hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours at least one (1) night per week and/or some weekend hours.

(y) “Normal Operating Conditions” means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

(z) “PEG” means public, educational and governmental.

(aa) “Person” means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

(bb) “Public, Educational or Government Access Facilities” or “PEG Access Facilities” means:

(i) Channel capacity designated for public, educational or governmental use; and

(ii) Facilities and equipment for the use of such Channel capacity.

(cc) “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

(dd) “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels.

(ee) “Standard Installation” means the first One Hundred Fifty (150) feet of a residential Drop.

(ff) “State” means the State of Minnesota.

(gg) “Street” means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. “Street” shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the public right-of-way.

(hh) “Subscriber” means any Person who lawfully elects to subscribe to Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.

(ii) “Tap” means a device which connects a Drop to the Feeder Cable.

(jj) “Wireline MVPD” means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

(3) Written Notice. All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when five (5) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to City: City Administrator
City of Waconia
201 S. Vine Street
Waconia, MN 55387

Copy to: Melchert Hubert Sjodin, PLLP
121 W. Main Street, Suite 200
Waconia, MN 55387

If to Grantee: Comcast Vice President External Affairs

10 River Park Plaza
St. Paul, MN 55107

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

586.02 GRANT OF AUTHORITY

(4) Franchise Required. It shall be unlawful for any Person, unless specifically required by Applicable Laws, to construct, install, operate or maintain a Cable System or to offer Cable Service in the City, unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid franchise.

(5) Grant of Franchise. This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The City hereby authorizes Grantee to occupy or use the City's Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Said Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

(6) Grant of Nonexclusive Authority/Competitive Equity.

(a) The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described herein. If any other Wireline MVPD enters into any agreement with the City to provide multi-channel video programming or its equivalent to residents in the City, the City, upon written request of the Grantee, shall permit the Grantee to construct and/or operate its Cable System and provide multi-channel video programming or its equivalent to Subscribers in the City under the same material terms as applicable to the new MVPD with the goal of competitive equity. Within one hundred eighty (180) days after the Grantee submits a written request to the City, the Grantee and the City shall enter into an agreement or other appropriate authorization, if necessary, containing any modified terms and conditions to this Franchise. In no event shall this provision be used by Grantee to avoid the System extension obligations or Performance Bond obligations contained in this Franchise.

(b) The Cable System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent commercially reasonable. Nothing in this

section authorizes the Grantee to construct poles in the City without prior City consent consistent with the City Code.

(c) Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created or dedicated, or with the present use of the Street.

(d) Grantee shall have the authority to use Streets for the distribution of Grantee's System. The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(e) The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of the City Code shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves any rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(f) Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

(g) This Franchise complies with the Minnesota franchise standards set forth in Minnesota Statutes Section 238.084. The City and the Grantee shall conform to Minnesota laws promulgated subsequent to the date of this Franchise. The City and the Grantee shall conform to federal laws and regulations as they become effective.

(7) Term. The term of this Franchise shall be for the period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked or, terminated sooner as herein provided ("Initial Term"). The Initial Term shall be extended for an additional five (5) years if Grantee has substantially complied with the material terms and conditions of this Franchise. Grantee shall provide written notice to City at least twelve (12) months prior to the end of the Initial Term indicating its compliance with the material terms and conditions of this Franchise. City shall respond within six (6) months of such notice from Grantee by either granting the five (5) year extension or stating in writing any objection the City may have to the five (5) year extension. The parties shall work in good faith to address any issues or concerns on mutually acceptable terms.

(8) Previous Franchise. Upon acceptance of this Franchise by Grantee as required in Section 586.11(2) herein, this Franchise shall supersede and replace any previous Franchise granting a franchise to Grantee to own, operate and maintain a Cable System within the City.

(9) Ownership of Grantee. Grantee represents and warrants to City that the corporate structure of the Grantee, including all affiliated companies and ultimate parent company, are as set forth in the organizational chart attached hereto as Exhibit A.

(10) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Law.

586.03 CONSTRUCTION STANDARDS

(1) Territorial Area Involved. This Franchise is granted for the Service Area.

(2) Construction Standards. If the System, or subsequent rebuilds or extensions, proposed for the Service area consist of fewer than one hundred (100) plant miles of cable subject to the specific terms of this Franchise:

(a) Within ninety (90) days of the granting of the Franchise, the Grantee shall apply for the necessary governmental permits, licenses, certificates, and authorizations;

(b) The energized trunk cable must be extended substantially throughout the authorized area within one (1) year after receipt of the necessary governmental permits, licenses, certificates, and authorizations and the Persons along the route of the energized cable shall have individual Drops as desired during the same period of time; and

(c) The above-stated requirements may be waived by City only upon occurrence of acts beyond the reasonable control of Grantee or acts of God.

(3) Service to Residences.

(a) Grantee shall provide Cable Service to any requesting Subscriber within the Service Area that requires a Standard Installation within thirty (30) days from the date of request, provided that the Grantee is able to secure access to all rights-of-way necessary to extend Service to such Subscriber on reasonable terms and conditions.

(b) If a Subscriber requires a non-Standard Installation, Grantee shall, upon request, provide a quote for construction of the non-Standard Installation and shall establish a mutually acceptable payment schedule not to exceed one (1) calendar year. For residential Installations only, Grantee shall be responsible for all costs of the Standard Installation and the Subscriber shall be responsible for one half (1/2) of the Actual Cost of any construction required beyond the cost of the Standard Installation; Grantee shall be responsible for the balance of the costs for the non-Standard Installation.

(c) Grantee shall promptly bury all Drops to Subscribers' dwellings and restore the property to its original condition. In the event the ground is frozen or otherwise unsuitable to permit immediate burial, Grantee shall be permitted to delay such burial until the ground becomes suitable for burial and shall complete said burial no later than June 1st of each year.

(d) Grantee shall ensure that all Installations and Drops are properly grounded and that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2).

(4) System Extensions.

(a) Grantee shall be obligated to extend plant to all areas of the City where the density reaches or exceeds fifteen (15) homes per cable mile as measured from the nearest Node or terminating amplifier required to deliver a signal that complies with the FCC Technical Standards.

(5) Permits and Permit Fees. Grantee shall not construct any Cable System facilities until Grantee has secured the necessary permits from the City, subject to any right-of-way permit fee. Grantee and Subscribers shall not be required to pay a permit fee for Drops or System Extensions that do not involve work within road or street rights-of-way.

(6) City Code. Grantee shall comply with all relevant City Codes in the course of fulfilling its obligations under this Franchise.

(7) Grantee's Facilities and Equipment.

(a) In those areas of the City where transmission or distribution facilities of all or a majority of the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its System underground.

(b) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

(c) In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the utility providing telephone or electric power service, and in the event that the facilities of both such utilities subsequently are placed underground, then the Grantee likewise shall remove its overhead facilities from any affected poles and construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost, provided that Grantee shall be reimbursed for relocation in the event other relocated utilities are reimbursed.

(d) Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies (but not antennae), which normally are placed above ground, may continue to remain in above-ground enclosures, however, the City specifically reserves all of its rights

to approve above-ground or underground locations for pedestals subject to Applicable Laws.

(e) Grantee shall comply with Minnesota Statutes §216D (the Gopher State One Call process).

(8) New Residential Developments. In new residential developments in which all the electric power and telephone utilities are underground, the City may, in its sole discretion, require that the following procedure apply with respect to access to and utilization of underground easements:

(a) The developer shall be responsible for contacting Grantee to provide Cable Service to that development.

(b) The developer shall accommodate all Wireline MVPD's in the joint utilities trench on the same terms and conditions.

(c) Grantee will install infrastructure in all new developments planned by the City, however, said infrastructure may be limited to a conduit only system. Grantee reserves the right to participate in the common trench or to dig its own trench. Grantee shall be required to complete its infrastructure no later than ninety (90) days after it receives notice from the City that the first certificate of occupancy has been issued for a particular development, subject to the completion of any required plant construction under Section 586.3.4(a)

(d) The developer shall provide at least ten (10) business days-notice of the date that utility trenches will be open to Grantee. Grantee shall not be required to use utility trenches provided by a developer and reserves the right to install its System in a separate trench at its own expense, subject to its compliance with applicable permitting requirements.

(i) Developer shall submit evidence to City that:

1. It has notified Grantee that underground utility trenches are to be open as of an estimated date, and that Grantee is allowed access to such trenches, including trenches from proposed Streets to individual homes or home sites, on the same terms and conditions as other Wireline MVPD's; and

2. It has received a written notification from Grantee that Grantee intends to install its facilities during the open trench period on the specified terms and conditions, or such other terms and conditions as are mutually agreeable to the developer and Grantee.

(9) Use of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's

work, as approved by City in the case of Streets and other public property. If Grantee shall fail to promptly perform the restoration required herein, City shall have the right, subject to Applicable Law, to put the Streets, public, or private property back into good condition. City reserves its rights to pursue reimbursement for such restoration from Grantee in accordance with Applicable Law and the terms of this Franchise.

(a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(b) The Grantee shall furnish to and file with City Administrator strand maps of the System, including the location of underground facilities, and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System. City shall have right to travel to Grantee's office, within reasonable proximity of the City, to review an as-built map in accordance with Section 586.7 (1) of this Franchise.

(c) If at any time during the period of this Franchise, the City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

(d) The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(10) Tree Trimming. Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. City representatives shall have authority to supervise and approve all trimming of trees conducted by Grantee. Grantee will contact the owners of private easements prior to engaging in the trimming of trees or shrubs adjacent to Grantee's System. Grantee will make reasonable accommodations with and for the property owner to ensure Grantee's System and cable plant is safe and secure as well as that the property owner's trees and shrubs are trimmed in accordance with established standards of the National Arborist Association.

(11) Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of

any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

586.04 DESIGN PROVISION

(1) Minimum Channel Capacity.

(a) Grantee shall provide a System utilizing a fiber to the home or premises architecture or 750 MHz fiber/coaxial hybrid Cable System which shall be capable of delivering a minimum of eighty (80) video program Channels.

(b) All programming decisions remain the sole discretion of Grantee subject to City's rights pursuant to 47 U.S.C. § 545.

(2) Technical Standards. The System shall at all times meet or exceed the technical standards established by the FCC as they may be amended from time to time and shall be operated so as to minimize disruption of signal to Subscribers. The System specifications are outlined in Exhibit B for information purposes.

(3) Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's control. If the testing reveals the difficulties to be caused by factors which are beyond Grantee's control then the cost of said test shall be borne by City.

(4) FCC Reports. Upon request, the results of tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) days of the conduct of the date of the test.

(5) Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, subject to

Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee's obligations beyond that which is required by the EAS Plan and Applicable Law.

(6) Stand-by Power. Grantee shall provide commercially-reasonable standby power-generating capacity to continue providing Service during periodic power outages for Subscribers able to receive such service.

(7) Parental Control Lock. Grantee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any Channels offered by Grantee.

586.05 SERVICE PROVISIONS

(1) Rate Regulation. The City reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent not prohibited by Applicable Laws.

(2) Consumer Protection and Customer Service Standards. Grantee shall comply with the consumer protection standards attached hereto as Exhibit C under Normal Operating Conditions.

586.06 PUBLIC ACCESS PROVISIONS

(1) Public, Educational and Government Access. City or its designee is hereby designated to operate, administer, promote, and manage public, educational, and governmental programming (hereinafter "PEG Access") for the Cable System established pursuant to this Section 586.6. Grantee shall have no responsibility whatsoever for PEG Access except as expressly stated in this Section 586.6.

(2) Grantee Support for PEG Usage. In accordance with the provisions of the Cable Act and Minnesota Statutes Section 238.084, Grantee shall provide and make available for PEG Access usage within the Service Area in accordance with Exhibit D hereto.

586.07 OPERATION AND ADMINISTRATION PROVISIONS

(1) Franchise Fee.

(a) During the term of the Franchise, Grantee shall pay quarterly to the City a Franchise Fee of five percent (5%) of Gross Revenues or a lower percentage amount as established by the City Council from time to time. Grantee and City may mutually agree to increase the Franchise Fee subject to Applicable Law. In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one (1) class of service resulting in a discount on Cable Services, Grantee agrees that for the purpose of calculation of the Franchise Fee, it shall allocate to Cable Service revenue no less than a pro rata share of the revenue received for the bundled or combined services. The pro rata share shall be computed in accordance with GAAP on

the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

(b) Each Franchise Fee payment shall be paid quarterly not later than thirty (30) days following the end of a given quarter and each payment shall be accompanied by the Franchise Fee Payment Worksheet.

(c) Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue simple interest at twelve percent (12%) per annum. Grantee shall in all cases be subject to interest on any payment more than thirty (30) days after the end of a given quarter.

(e) Upon ten (10) days prior written notice, City shall have the right to conduct an independent audit of Grantee's records. If such audit indicates a Franchise Fee underpayment of five percent (5%) or more of the Franchise Fee due, the Grantee shall assume all of City's out-of-pocket costs associated with the conduct of such an audit. Grantee shall remit to City all applicable Franchise Fees and PEG fees due and payable together with all accrued interest as set forth in paragraph 7.1 (d) above within 30 days of receiving the audit statement.

(f) Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to City pursuant to this section shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

(g) Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) that do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made by Grantee to City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

(h) Periodic Evaluation, Review and Modification. City and Grantee acknowledge and agree that the field of cable television is rapidly changing and one which may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for the maximum degree of flexibility in this Franchise, and to help achieve an advanced and modern Cable System, the following evaluation provisions will apply:

(i) The City reserves the right to adopt rules and regulations controlling the procedures as set forth below and the subjects for evaluation sessions. In the absence of any City action taken to exercise these rights, Grantee shall be subject to the procedures and the subjects described in this Section.

(j) The City may require, in its sole discretion, that the Grantee participate in evaluation sessions with the City at any time and from time to time during the term of this Franchise; provided, however, there shall not be more than one (1) evaluation session in any three (3) year period during the Term. However, nothing shall prohibit Grantee and City from mutually agreeing to have informal reviews as requested or deemed advisable by either party.

(k) Topics which may be discussed at any evaluation session include, but are not limited to, rates, Channel capacity, the System performance, programming, PEG Access, municipal uses of the System, Subscriber complaints, judicial rulings, FCC rulings and any other topics the City or Grantee may deem relevant.

(l) As a result of an evaluation session, the City or Grantee may determine that an amendment in the terms of this Franchise may be required, that the requirements of the System or this Franchise should be updated, changed or revised, and/or that additional services should be provided by Grantee (collectively a "Proposed Modification"). If the Proposed Modification is consistent with the terms of this Franchise, the needs of the City and existing state-of-the-art technology, including what is provided by Grantee in other systems owned, operated or managed by it, its parent company or any affiliated company, Grantee and the City will, in good faith, review the terms of the Proposed Modification and consider amending this Franchise according to Section 586.10(2) herein.

(3) Records Required and City's Right to Inspect.

(a) Grantee shall at all times maintain, at its sole cost and expense, the following records and information relating specifically to the Cable System serving the City. The City may review these records upon request:

(i) A full and complete set of plans, records and "as-built" drawings and/or maps which shall be updated annually showing the location of the Cable System installed or in use in the City, exclusive of Subscriber service Drops and equipment provided in Subscribers' homes.

(ii) A summary of trouble calls or complaints, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the City within thirty (30) days following its request in a form reasonably acceptable to the City.

(4) Upon reasonable notice and during Normal Business Hours, Grantee shall permit examination by any duly authorized representative of the City of all Franchise property and facilities, together with any appurtenant property and facilities of Grantee situated within or without the City, and those records relating to this Franchise, that enable the City to carry out its

regulatory responsibilities under Applicable Laws and this Franchise. Grantee shall have the right to be present at any such examination.

(a) Reports. All reports required under this Franchise shall be furnished at the sole expense of Grantee.

(b) Grantee shall provide City with an annual statement, within ninety (90) days of the close of each calendar year end, certified by Grantee's controller or chief financial officer, reflecting the total amounts of Gross Revenues and all payments and computations of the Franchise Fee and the PEG Fee for the previous calendar year.

(5) Duty to Cooperate. Each of Grantee and City shall use its commercially reasonable efforts to communicate and promptly and in good faith resolve any issues that may arise pursuant to this Franchise.

586.08 GENERAL FINANCIAL AND INSURANCE PROVISIONS

(1) Security Fund.

(a) At the time of acceptance of this Franchise, Grantee shall provide, from a financial institution mutually acceptable to the Parties, and in a form and substance mutually acceptable to the Parties, an irrevocable and unconditional Letter of Credit in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for the benefit of the City to ensure compliance by Grantee with all terms of the Franchise ("Security Fund"). Grantee shall maintain this Security Fund throughout the term of this Franchise and pursuant to Section 586.9(3)(b), and until such time as Grantee has liquidated all of its obligations with City.

(b) The Security Fund shall provide that funds will be paid to City, upon written demand of City, and after the procedures of this section have been complied with in payment for liquidated damages charged pursuant to this section, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise, or in payment for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.

(c) In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Security Fund the following mutually agreed upon liquidated damages:

(i) For failure to timely complete system upgrades as provided in this Franchise unless the City has approved delays, and for failure to comply with construction, operation or maintenance standards and requirements, the penalty shall be Five Hundred and No/100 Dollars (\$500) per day for each day, or part thereof, such failure occurs or continues.

(ii) For failure to meet the customer service standards and requirements as set forth in this Franchise and the exhibits hereto the penalty shall

be Three Hundred and No/100 Dollars (\$300) per day for each day, or part thereof, such failure occurs or continues.

(iii) For failure to comply with any of the provisions of this Franchise, or other City ordinance related to Franchise operations for which a penalty is not otherwise specifically provided pursuant to this subparagraph (c), the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) per day for each day, or part thereof, such failure occurs or continues.

(d) Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

(e) Whenever City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more material terms, conditions or provisions of this Franchise, City may draw from the Security Fund all penalties and other monies due City from the date of the local receipt of notice.

(f) Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at its next regularly scheduled Council meeting or as soon thereafter as possible pursuant to this Section 586.8(1). In no event shall City delay hearing Grantee's dispute for more than ninety (90) days from receipt of Grantee's notice. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the factual and legal basis for its decision.

(g) Upon determination by City that no violation has taken place, City shall withdraw the notice alleging a violation. Upon determination that a violation has occurred, Grantee shall have 30 days to cure said violation before penalties shall accrue.

(h) Grantee shall have the right to challenge in a court of competent jurisdiction the City's findings that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation.

(i) If said Security Fund or any subsequent security fund delivered pursuant thereto expires prior to the expiration of the Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than the expiration of this Franchise. The renewed or replaced security fund shall be for the full amount stated in paragraph (a) of this section.

(j) If City draws upon the Security Fund or any subsequent security fund delivered pursuant hereto, in whole or in part, Grantee shall replenish or replace the same within fifteen (15) days and shall deliver to City a like replacement security fund for the full amount stated in paragraph (a) of this section as a substitution of the previous security fund.

(k) If any Security Fund is not so replenished or replaced, City may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid by Grantee pursuant hereof, including attorneys' fees incurred by the City in so performing and paying.

(l) The collection by City of any damages, monies or penalties from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

(2) Liability Insurance.

(a) General Liability Insurance. Grantee shall with its acceptance of this Franchise, and at its sole expense, take out and maintain during the term of this Franchise commercial general liability insurance (GCL) with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, the City and their officials, officers, directors and employees from any and all claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors and employees of Grantee. Grantee shall require any contractor or subcontractor installing any part of the System to maintain a policies of insurance with limits no less than the amounts required of Grantee by this Franchise, which name the City as an additional insured on a primary and noncontributory basis. The contractors' limits may be satisfied by umbrella or supplemental insurance coverages. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall cover personal injury as well as bodily injury, blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage, and broad form property damage liability shall be afforded.

(b) Automobile Liability insurance. Grantee shall maintain Commercial Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of at least \$2,000,000.

(c) The following conditions shall be apply to the CGL and automobile liability policies:

(i) The policies shall provide coverage on an “occurrence” basis.

(ii) The City shall be endorsed as an additional insured on all policies required under this Franchise.

(iii) An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

(iv) An endorsement stating that the policy shall not be canceled without thirty (30) days notice of such cancellation given to the City.

(v) Grantee shall annually submit to City a certificate of insurance signed by the insurance agent showing proof of the required insurance.

(vi) All insurance shall be effective within thirty days after the Franchise is executed by Grantee and shall continue in full force and effect for the duration of the Franchise and per Section 586.9(3)(b) of the Franchise.

(3) Workers’ Compensation Insurance. Grantee shall obtain and maintain Workers’ Compensation Insurance for all of Grantee’s employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers’ Compensation Insurance for all of their employees, all in compliance with State laws. Grantee shall also carry Employers’ Liability Insurance with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

Grantee hereby agrees to indemnify City for any and all costs, expenses (including attorneys’ fees and disbursements of counsel), damages and liabilities incurred by City as a result of any failure of either Grantee or any subcontractor of Grantee to take out and maintain such insurance. Grantee shall provide the City with a certificate of insurance indicating Workers’ Compensation and Employer’s Liability coverage upon its acceptance of this Franchise.

(4) Indemnification.

(a) Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the “Indemnified Parties”) harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney’s fees and disbursements of counsel) and costs of any nature (“Claims”) that any

of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise, the operation of Grantee's System, the breach by Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractor, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings.

(i) The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Grantee.

(ii) City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.

(iii) The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(iv) Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any PEG Access Channels, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Franchise, on or adjacent to the Cable System.

586.09 SALE, ABANDONMENT, TRANSFER AND REVOCATION

(1) Franchise Non-transferable.

(a) Grantee shall not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior written consent of the Council, which consent shall not be unreasonably denied or delayed, provided that a mortgage or assignment of other interest in Grantee solely to secure indebtedness or a transfer to a wholly-commonly-owned affiliate of Grantee shall only require notice to the City.

(b) Without limiting the nature of the events requiring the Council's approval under this section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity; (v) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee or any of its parents by one or more of its existing shareholders, partners, members or other equity owners so as to create a new Controlling Interest in Grantee; (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee or any of its parents so as to create a new Controlling Interest in Grantee; and (vii) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee, any of Grantee's parents and/or the System or the subsequent amendment thereof. The term "Controlling Interest" as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee in whatever manner exercised.

(c) Grantee shall notify City in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets.

(d) For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, City may inquire into the qualifications of the prospective transferee or controlling party. Grantee agrees to provide FCC Form 394 as part of any request for transfer or change of control under this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the City finds that such transfer is acceptable, the Council shall permit such transfer and assignment of the rights and obligations of this Franchise as may be in the public interest. The consent of the Council to such transfer shall not be unreasonably denied.

(e) Any financial institution having a security interest in any and all of the property and assets of Grantee as security for any loan made to Grantee or any of its affiliates for the construction and/or operation of the Cable System must notify the City that it or its designee satisfactory to the City shall take control of and operate the Cable System, in the event of a default in the payment or performance of the debts, liabilities or obligations of Grantee or its affiliates to such financial institution.

(f) In addition to the aforementioned requirements in this Section 586.9(1), the City and Grantee shall, at all times, comply with the requirements of Minnesota Statutes Section 238.083 regarding the sale or transfer of a franchise and with all other Applicable Laws.

(2) City's Right to Purchase System.

(a) Consistent with Section 627 of the Cable Act and all other Applicable Laws, at the expiration, cancellation, revocation or termination of this Franchise, the City shall have the option to purchase, condemn or otherwise acquire and hold the Cable System, provided that Grantee has no other lawful right to continue operating the system in the rights-of-way to provide non-cable services.

(3) Abandonment or Removal of Franchise Property.

(a) In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that property. Grantee must provide City with not less than three months prior written notice of its intent to abandon its Cable System, or any part thereof.

(b) City, upon such terms as City may impose, may give Grantee written permission to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained in, on, under or over the Franchise Area. Unless such permission is granted or unless otherwise provided in this Franchise, the Grantee shall remove all abandoned facilities and equipment upon receipt of written notice from City and shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation made by or on behalf of Grantee and shall leave all Streets and other public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. City shall have the right to inspect and approve the condition of the Streets, public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Franchise and any security fund and performance bond provided for in this Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this section.

(c) Upon abandonment of any Franchise property in place, the Grantee, if required by the City, shall submit to City a bill of sale and/or other an instrument, satisfactory in form and content to the City, transferring to the City the ownership of the Franchise property abandoned.

(d) At the expiration of the term for which this Franchise is granted, or upon its earlier revocation or termination, as provided for herein, in any such case without renewal, extension or transfer, the City shall have the right to require Grantee to remove, at Grantee's sole expense, all above-ground portions of the Cable System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days, provided that Grantee has no other lawful right to continue operating the system in the rights-of-way to provide non-cable services.

(e) Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the City, abandon any underground Franchise property

in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.

(4) Extended Operation and Continuity of Services. Upon termination or forfeiture of this Franchise, Grantee shall remove its cable, wires, and appliances from the Streets, alleys, or other public places within the Service Area if the City so requests. Failure by the Grantee to remove its cable, wires, and appliances as referenced herein shall be subject to the requirements of Section 586.9(3) of this Franchise.

(5) Receivership and Foreclosure. The Franchise granted hereunder shall, at the option of City, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is satisfactory to the City; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(6) Procedure for Enforcing Franchise. In the event City believes that Grantee has breached or violated any provision of this Franchise, City shall act in accordance with Section 586.8(1) (e-h).

(a) If the City chooses to terminate this Franchise, the following additional procedure shall be followed:

(i) The City shall provide Grantee with written notice of the City's intention to terminate this Franchise and specify in detail the reason or cause for the proposed termination. The City shall allow Grantee a minimum of fifteen (15) days subsequent to receipt of the notice in which to cure the default.

(ii) Grantee shall be provided with an opportunity to be heard at a regular or special meeting of City prior to any final decision of City to terminate this Franchise.

(iii) In the event that City determines to terminate this Franchise, the Grantee shall have an opportunity to appeal said decision in accordance with all Applicable Laws.

(iv) If a valid appeal is filed, the Franchise shall remain in full force and affect while said appeal is pending, unless the term of the Franchise sooner expires.

(7) Reservation of Rights. City and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein.

586.10 MISCELLANEOUS PROVISIONS

(1) Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

(2) Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 586.7 (1)(h) or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in Applicable Laws. City shall act pursuant to local law pertaining to the ordinance amendment process.

(3) Right of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other Applicable Laws, relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. Section 551, Protection of Subscriber Privacy.

(c) No cable line, wire, amplifier, Converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his or her predecessor was granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not require the written permission of the owner for the Installation of cable television equipment.

(4) Grantee will comply with all privacy obligations of federal, state and local laws. Rights Reserved to City. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of this Franchise.

(5) Confidential Information. Notwithstanding anything herein to the contrary, Grantee shall have the right to provide any confidential books and records that it is obligated to make available to the City pursuant to this Franchise, by allowing the City, or its designated representative(s), to view the books and records at a mutually agreeable location and without City obtaining its own copies of such books and records City will handle all data received pursuant to this Franchise in accordance with Applicable Law. The intent of the parties is to

work cooperatively to ensure that all books and records reasonably necessary for City's monitoring and enforcement of Franchise obligations are provided to City.

(6) Administration of Franchise. The City Administrator, or such other person as may be from time to time designated by City, shall be responsible for the continuing administration of this Franchise.

(7) Severability. If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

(8) Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified City in writing within a reasonable time of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Grantee to obtain access to an individual's property and inability of Grantee to secure all necessary permits to utilize utility poles and conduit so long as Grantee utilizes due diligence to timely obtain said permits.

Nothing herein shall confer third-party beneficiary status on any person to enforce the terms herein.

586.11 PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

(1) Publication; Effective Date. This Franchise shall be published in accordance with Applicable Law and accepted by the Grantee. The "Effective Date" of this Franchise shall be June 16, 2025.

(2) Acceptance. Grantee shall accept this Franchise within thirty (30) of its enactment by the City Council, unless the time for acceptance is extended by City. In the event acceptance does not take place, this Franchise and any and all rights previously granted to Grantee shall be null and void.

(a) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein, subject to the effectiveness of the Franchise as required in Section 586.11(1).

(b) Grantee shall accept this Franchise in the following manner:

(i) This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

(ii) With its acceptance, Grantee shall also deliver any performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this ____ day of _____, 2025.

CITY OF WACONIA, MINNESOTA

Dated: _____, 2025

By: _____
Tim Litfin, Mayor

ATTEST:

By: _____
Jacqueline Schulze, City Clerk

M/ _____

S/ _____

Coleman _____

Gleason _____

Grengs _____

Siddons _____

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COMCAST OF ARKANSAS, FLORIDA,
LOUISIANA, MINNEOTA, MISSISSIPPI,
TENNESSEE, LLC

Dated: _____, 2025

By: _____

Its: _____

SWORN TO BEFORE ME this

_____ day of _____, 2025

**EXHIBIT A
OWNERSHIP**

Grantee must maintain on file with City an accurate chart outlining its complete ownership structure.

EXHIBIT B

DESCRIPTION OF SYSTEM

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the City's interpretation shall control over all other sources and interpretations.
2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. General Description. The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 750 MHz of bandwidth capacity, capable of delivering approximately 80 analog channels of programming. The System will be two-way active, and it will be designed to have capability to transmit return signals upstream. The design will provide the benefits of proven 80-digital channel delivery while positioning the System for expansion of bandwidth and channel capacity as technology and future services develop.
4. Design. The design of the System shall be based upon a "Fiber to the Node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee's initial design includes a minimum of six (6) fibers to each Node site having a neighborhood group average of approximately three hundred (300) homes. If Grantee splits Nodes into smaller sizes, fewer fibers will extend to such smaller Nodes. There shall be no more than seven (7) active amplifiers in a cascade from each Node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of Service Interruptions.
5. Technical Standards. The System shall meet or exceed FCC requirements.

EXHIBIT C
CONSUMER PROTECTION AND CUSTOMER SERVICE STANDARDS

(1) Cable System office hours and telephone availability.

(a) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located. Current location include Chanhassen. Grantee will provide adequate notice to customers of any changes or modifications to locations or hours of operation.

(f) Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(g) Standard Installations will be performed within seven (7) business days after an order has been placed.

(h) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(i) The “appointment window” alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(j) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(k) If Grantee’s representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(2) Communications between Grantee and Subscribers:

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer’s next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer’s next billing cycle following the determination that a credit is warranted.

(3) Billing:

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(4) Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(a) Products and Services offered;

(b) Prices and options for programming services and conditions of subscription to programming and other services;

(c) Installation and Service maintenance policies;

- (d) Instructions on how to use the Cable Service;
- (e) Channel positions of programming carried on the System; and
- (f) Billing and complaint procedures, including the address and telephone number of the Grantee's customer service department.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the Grantee. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section.

(5) Notice or Rate Programming Change. In addition to the requirement of this subparagraph (f) regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(6) Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. Grantee shall provide City with a document outlining its procedures by which subscriber charges are established. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

(7) Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

(8) Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(9) Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is

not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section (4), above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(10) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

(11) Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week.

(12) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the contact information for Grantee's corporate customer service department as provided in Grantee's Privacy Policy.

(13) Subscriber Privacy.

(a) To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following: No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of

verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

(d) Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees, subcontractors and agents entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

EXHIBIT D
PEG ACCESS FACILITIES AND EQUIPMENT

1. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS.

a) Grantee shall provide to each of its Subscribers who receive some or all of the Services offered on the Cable System, reception on at least one (1) specially designated noncommercial public access Channel available for use by the general public on a first-come, first-served, nondiscriminatory basis; at least one (1) specially designated access Channel for use by local educational authorities; at least one (1) specially designated access Channel available for government use (hereinafter collectively referred to as the “PEG Channels”); and at least one (1) specially designated access Channel available for lease on a first-come, first-served, nondiscriminatory basis by commercial and noncommercial users. The VHF spectrum must be used for at least one (1) of the PEG Channels required in this paragraph. No charges may be made for Channel time or playback of prerecorded programming on the specially designated access Channels. Personnel, equipment and production costs may be assessed, however, for live studio presentations exceeding five (5) minutes in length. Charges for those production costs and fees for use of other public access Channels must be consistent with the goal of affording the public a low-cost means of television access.

b) Whenever the PEG Channels are in use during eighty percent (80%) of the weekdays, Monday to Friday, for eighty percent (80%) of the time for any consecutive three (3) hour period for six (6) weeks running, and there is demand for use of an additional Channel for the same purpose, the Grantee shall then have six (6) months in which to provide a new PEG Channel for the same purpose, provided that provision of the additional Channel or Channels must not require the Cable System to install Converters.

c) The PEG Channels shall be dedicated for PEG use for the term of the Franchise, provided that Grantee may utilize any portions of the PEG Channels not scheduled for PEG use. City shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

d) Grantee shall also designate Channel 6 for uniform regional channel usage currently provided by “Metro Channel 6” as required by Minnesota Statutes Section 238.43. Programming on this regional channel shall include a broad range of informational, educational, and public service programs and materials to cable television Subscribers throughout the Twin Cities metropolitan area.

e) Upon written request by the City and if City is able to provide offer a broad array of programming designed to provide a composite of the programming in high definition, Grantee shall provide one (1) PEG Channel which may be programmed by the City in high definition (HD). City understands and agrees that if it exercises this option, Grantee may reduce the number of PEG Channels to one (1) channel in addition to the Regional Channel six (6).

2. PEG TECHNICAL QUALITY. Grantee shall meet FCC signal quality standards when offering Access Channels on its Cable System.
3. RELOCATION OF GRANTEE'S HEADEND. In the event Grantee relocates its Headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to the City or its designated entities.
4. PEG OPERATIONS. City may in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the operating expenses of the PEG Channels. City and Grantee may negotiate an agreement for management of PEG Access Facilities, if so desired by both parties.
5. TITLE TO PEG EQUIPMENT. City shall retain title to all PEG equipment and facilities purchased or otherwise acquired.
6. PEG ACCESS OPERATING SUPPORT.
 - a) Upon Grantee's acceptance of this Franchise, Grantee shall collect on behalf of City a per Subscriber fee of Eighty Four Cents (\$.84) per month solely to fund public, educational and governmental access expenditures (hereinafter "PEG Fee") which shall be payable quarterly and included in the Fee worksheet Exhibit H. The City Council may reduce the PEG Fee at any time. The City shall have the right, no more than every two (2) years during the term of the Franchise, to increase the PEG Fee by providing Grantee ninety (90) days advance written notice. No single increase in the PEG Fee shall exceed fifteen cents (\$.15) per subscriber.
 - b) The PEG Fee shall be used by City in its sole discretion to fund PEG Access expenditures in a manner consistent with Applicable Law.
 - c) The PEG Fee is not intended to represent part of the Franchise Fee and is intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City quarterly at the same time as the payment of Franchise Fees under Section 586.7(1) of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee.
 - d) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue interest at the same rate and under the same terms as late Franchise Fee payments as set forth in Section 586.7(1) of the Franchise. Grantee shall in all cases be subject to interest on any payment more than thirty (30) days after the end of a given quarter.

7. SERVICE TO PUBLIC BUILDINGS.

- a) Throughout the term of this Franchise Grantee shall provide, free of charge, one (1) service Drop, one outlet, one (1) Converter, if necessary and requested, and Basic Cable Service and the next highest penetrated level of Cable Service generally available to all Subscribers (as of the Effective Date referred to as Expanded Basic Cable Service) (“Complimentary Service”), to all of the sites listed on Exhibit F attached hereto.
- b) In the event that Grantee wishes to deduct the marginal cost to provide Complimentary Service, excluding capital costs to provide PEG services, from franchise fees, Grantee shall provide 120 days’ advance notice and the proposed marginal cost to be deducted along with an explanation of the calculation of such proposed marginal cost deduction. The City may object to the calculation of such deduction and such dispute shall be resolved by arbitration or a declaratory suit in court of competent jurisdiction, as agreed by the parties.
- c) The City or the building occupant shall have the right to extend Cable Service throughout the building to additional outlets Grantee for the provision of such service to such additional outlets with the cost of additional terminal equipment required to receive the signals.
- d) Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible.
- e) Grantee shall, in any public building hereinafter built, provide all Drop materials, design specifications and technical advice to provide Complimentary Service to a demark point at such building. If the Drop line to such building exceeds one hundred fifty (150) feet the City or other agency shall pay the Actual Cost of such Drop in excess of one hundred fifty (150) feet.
- f) Two-way capability allowing for live transmission of PEG programming upstream to Grantee’s Headend shall be provided to the public buildings listed in Exhibit F. Grantee will be responsible for the cost up to the demarcation point of the public buildings. City will borne the responsible for all other costs.

EXHIBIT E
VIDEO SERVICE TO PUBLIC FACILITIES

Waconia City Hall	201 South Vine
Waconia Fire Station	10451 10 th Street West
Waconia Water Treatment Plant	200 E 10 th Street
Waconia Public Works	310 E 10 th Street
Waconia Ice Arena	1250 Oak Avenue
Bayview Elementary	24 Walnut Street
Southview Elementary	225 W 4 th Street
Laketown Elementary	960 Airport Road
Trinity Lutheran School	601 E 2 nd Street
Saint Joseph School	14 E 1 st Street
Clearwater Middle School	1400 Community Drive
Waconia High School	1650 Community Drive
Safari Island Community Center	1600 Community Drive

EXHIBIT F
PUBLIC BUILDINGS TO BE PROVIDED WITH TWO-WAY CAPABILITY

Waconia City Hall
Waconia High School

201 S. Vine Street
1650 Community Drive



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	9.3. Approve 2025 Capital Equipment Purchases
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Adopt Resolution No. 2024-262 Authorizing Staff to Solicit Pricing for 2025 Capital Projects and Equipment Acquisitions
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-191 Authorizing Acquisition of 2025 Capital Equipment

EXPLANATION OF AGENDA ITEM:

During the past several months staff have had discussions on how we currently plow snow and ways we can improve our level of service. We have also been reviewing what equipment will improve our efficiencies, reduce rental equipment, and maximize use of equipment for both winter and summer operations. The result of these discussions and investigation is a recommendation to change our requested 2025 Capital Equipment purchases to better align with the city's needs.

In the 2025 CIP budget there is \$400,000.00 allocated for an additional dump truck with snow and ice equipment and \$100,000.00 to add a tractor to the city's fleet. Additionally, we identified savings of \$20,635.53 from the previous purchase of a skid-steer box plow Project No. 27 that staff would like to use for the purchase of a second similar unit. Total funds available in the Capital Equipment Fund from Cash or Equipment Bonds is \$520,635.53. Staff compared the Minnesota State Cooperative Purchasing Program and the Sourcewell Cooperative Purchasing programs to find the best pricing on the desired equipment.

Currently, there are 9 snowplow routes, averaging around 7 center lane miles per route. Staff felt that we could eliminate a few routes and add a few center lane miles to 6 routes without decreasing the level of service. The routes that were removed are routes that were plowed by either a grader and or loaders which are unable to apply material after the street is plowed. Equipment from other routes would have to apply chemicals to these routes. Staff will still utilize the grader to plow the downtown area where the snow is plowed to the middle of the street in windrows and on our gravel roads. The loader(s) would be utilized in more of a support role, plowing cul-de-sacs, parking lots and loading snow into trucks with a snowblower.

We are recommending the purchase of a second wheel loader, a Cat 938 Wheel Loader which is the same model that the city currently owns. This would also eliminate the need to rent a second wheel loader for the winter season. Adding a second wheel loader of the same make and model will help create some redundancy to our fleet. Currently if a loader breaks down and we need to load snow into trucks from the windrowed blocks in the downtown area, staff would have to change the coupler for the snowblower. This can take a couple of hours to complete.

Staff are always looking for ways that equipment can be used in multiple seasons of the year. Staff would also like to purchase a 25' Diamond Boom Mower that attaches to the front of the wheel loader for mowing road ditches, guard rails and other areas in the city. The boom mower runs off the hydraulic system of the loader. There are also multiple styles of mower heads that can be attached to the boom.

Along with the boom mower, staff would like to purchase a Metal Pless snowplow. This is a multi-function snowplow, that can be angle to the left or to the right for plowing streets, as well pushing snow into piles with a scoop position.

The city currently owns an Asphalt Zipper that is used to reclaim asphalt on streets and trails. The Asphalt Zipper has its own power supply and attaches to the bucket of the wheel loader. This can cause some problems as the Asphalt Zipper slides around on the bucket. Staff would like to purchase a coupler that would connect the Asphalt Zipper directly to the wheel loader.

Staff would like to purchase a second Metal Pless Plow for the skids. This would be the same plow that was purchased with Project 27: Skid Steer replacement. This would allow staff to have two skid steers and plows that operate the same. This would allow the operators to switch between skids and plows without having to relearn how to operate the equipment. This would also help reduce our inventory of replacement parts for the equipment and training needed to make the repairs.

Finally, we identified that the biggest need that is regularly rented is a compact tracked excavator. This equipment would be used by all Divisions. Streets have a need for this to install and repair daintile, Stormwater would use it for storm pond maintenance, parks would use it for tree planing and irrigation repairs, and utilities could use it for multiple underground pipe projects. We are conducting demos of multiple units to ensure we select the best unit meeting the needs of the entire Public Works department.

Staff would like to purchase the following pieces of equipment in lieu of Projects 788, 82 and the remaining funds of Project 27:

2025 Cat 938 Joystick Controlled Wheel Loader	\$274,325.28
2025 Loader Powered Wheel Loader 25' Boom Mower	\$89,604.00
Fusion Coupler for the Asphalt Zipper	\$15,795.25
Metal Pless Plow for the Wheel Loader	\$41,056.00
Metal Pless Plow PLSS 08-13-8' for Skidsteers	\$12,712.60
Caterpillar Model 306 Mini Hydraulic Excavator (or equivalent)	\$82,485.74

The total cost of the recommended equipment is \$515,978.90 against an available budget of \$520,635.53. Staff compared the Minnesota State Cooperative Purchasing Program and the Sourcewell Cooperative Purchasing programs to find the best pricing on the desired equipment. Staff recommends approval of the attached resolution authorizing purchase of the

recommended equipment.

ATTACHMENTS:

1. Resolution No. 2025-191 Capital Equipment Purchase

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. 2025-191**

RESOLUTION AUTHORIZING ACQUISITION OF CAPITAL EQUIPMENT

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

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

WHEREAS, a tandem axle plow truck and a tractor were included in the development of the 2026 capital equipment budget at a value of \$500,000.00 and previous budgeted items were able to be purchased at an identified savings of \$20,635.53 available to be used for capital equipment; and

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

WHEREAS, the following list of equipment totaling \$515,978.90 has been priced through the Minnesota State Cooperative Purchasing Program to find the best pricing on the desired equipment; and

2025 Cat 938 Joystick Controlled Wheel Loader	\$274,325.28
2025 Loader Powered Wheel Loader 25’ Boom Mower	\$89,604.00
Fusion Coupler for the Asphalt Zipper	\$15,795.25
Metal Pless Plow for the Wheel Loader	\$41,056.00
Metal Pless Plow PLSS 08-13-8’ for Skidsteers	\$12,712.60
Caterpillar Model 306 Mini Hydraulic Excavator (or equivalent)	\$82,485.74

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

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of equipment from various vendors through the State of Minnesota Cooperative Purchasing program in an amount not to exceed \$515,978.90.

Adopted by the City Council of the City of Waconia this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	9.4. Accept Proposal for Pavement Preservation Program
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2-25-176 Accepting Proposal for Asphalt Rejuvenator Application

EXPLANATION OF AGENDA ITEM:

The City has been investigating alternatives to traditional sealcoat as a pavement preservation method. Recent research by MnDOT and the Local Road Research Board has shown that petroleum-based spray-on rejuvenators (SORs) are showing good results in Minnesota at a similar or lesser price.

The primary drivers of a change away from sealcoat are the quality of the asphalt and current winter maintenance operational activities. First, asphalt binders used for sealcoat have always been the by-product of higher-level petroleum refining. As the refining process has improved over the past several decades, the portion left has degraded in quality. This actually led to several lawsuits in the early 2000s and changes to specification that resulted in increased prices. Secondly, the operational change to add underbody plows to winter maintenance operations led to sealcoat literally being scraped off in the years immediately following application.

The need for pavement sealing, even on new pavement

Over time, asphalt pavements age and oxidize, which leaves asphalt dry and brittle. The first signs of oxidation are loss of surface fines and small aggregate, surface raveling, and hairline cracking. Oxidation begins at the manufacturing process as high temperatures heat up the oils and start the asphalt's degradation. Natural weathering then continues oxidation via the sun and moisture. In recent years, due to poorer quality oils from refineries and the use of recycled materials (RAP, RAS, tires, etc.), pavement oxidation has increased in the first few years after asphalt is laid, shortening pavement lifecycles.

Asphalt oxidizes as the percentage of maltene in the oil decreases over time; as the ratio of asphaltenes to maltenes in the oil grows, asphalt begins to age. Oxidation is merely a chemical reaction in asphalt. Oxidation and the aging process can be significantly slowed by adding maltenes to the surface of the pavement, restoring the asphalt closer to its original state.

Research and results

MnDOT in partnership with the Local Road Research Board (LRRB) have been working on this for several years. Additionally, cities including Woodbury, Eden Prairie, Richfield, Shakopee, Rogers, and others have conducted their own comparisons. The result of this work (as described in the attached studies) indicates that maltene-based petroleum asphalt rejuvenators provide the

best combination of pavement sealing, maintained flexibility, and skid resistance of available materials. Long -term coring, visual results, and PCI ratings provide an understanding of Minnesota pavements and the most beneficial time for local agencies to apply and reapply pavement sealing. The findings show that the sooner maltene replacement technology is applied, the longer the roadway can wait for a second application, and that a second application is well worth the cost/benefit ratio. The attached studies show that the best results are obtained when applied to pavements less than three years old.

For this reason, staff inspected the condition ratings of pavements placed in 2022 through 2025, prioritizing them on age, condition, and budget availability. This information is shown in the attached maps of roadways and trails recommended for this project.

Costs and Funding

Staff worked with Corrective Asphalt Materials (CAM) to obtain pricing for pavement sealing of our highest priority roadways, parking lots, and trails. CAM is the only vendor serving the Twin Cities area providing this type of asphalt treatment. The base unit price for streets and parking lots was \$1.38 per square yard and goes down to \$1.10/SY as the amount of area included increases. Pricing for trails is slightly higher based on the equipment necessary to perform the work.

Funds are identified and available in our Streets and Parks Operating budgets for pavement preservation. Based on our priorities and budget, staff is recommending we apply this preservative to our Priority 1-4 streets as identified in the attached map, to our new parking lots, and to selected bituminous trails. Streets and parking lots will total \$127,426.20 against budget of \$150,000.00. Trail sealing is estimated at \$24,968.25, within our budget of \$25,000.00

Staff recommend acceptance of the Proposal from Corrective Asphalt Materials for our 2025 Pavement Preservation Program.

ATTACHMENTS:

1. Resolution No. 2025-176 Accepting Asphalt Rejuvenator Proposal
2. 1 - Waconia MN - Reclamite - 2025 Proposal
3. 2 - Pavement Sealing 2025
4. 3 - TrailSealing2025
5. 4 - TAP MnDot March 2024 Results
6. 5 - Minnesota Long Term Reclamite Study_

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. 2025-176**

**RESOLUTION ACCEPTING PROPOSAL FOR PAVEMENT PRESERVATION
APPLICATION PROGRAM**

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

WHEREAS, the City has been evaluating options for pavement preservation as an alternative to traditional sealcoating operations; and

WHEREAS, the move away from sealcoat is driven by the declining quality of available asphalt binder materials and the change in winter maintenance operations that significantly reduce the longevity and performance of sealcoat as pavement preservation option; and

WHEREAS, studies conducted by the Local Road Research Board and MnDOT have shown that petroleum based Spray-On Rejuvenators (SORs) for pavements aged one to three years provide the best combination of flexibility, skid resistance, and pavement sealing; and

WHEREAS, Corrective Asphalt Materials (CAM) is the only company providing this type of product and service in the Twin Cities area and has successfully completed similar projects over the past ten years in multiple local cities such Woodbury, Eden Prairie, Richfield, Shakopee, Rogers and others; and

WHEREAS, CAM has provided a quote to apply pavement rejuvenator to our highest priority roadways, parking lots, and trails; and

WHEREAS, sufficient funding identified for pavement maintenance and preservation has been budgeted in the Streets and Parks Operating Expense Funds; and

WHEREAS, Staff recommend approval of the proposal for application of the Reclamite asphalt rejuvenator product per the attached quote.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acceptance of the proposal from Corrective Asphalt Materials for street, parking lot, and trail sealing in the amount of \$152,694.45.

Adopted by the City Council of the City of Waconia this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

May 12, 2025

Mike Dressel
City of Waconia
310 E. 10th St., Waconia, MN. 55387
Office: 952-442-2615
Email: mdressel@waconiamn.gov

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to bid the City of Waconia pavement preservation program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to 14,264 SY of selected asphalt pavement (Priority 1)**
- **CAM's responsibilities:**
 - Furnish and apply Reclamite
 - Furnish and apply lime screenings (No sanding of bike trails)
 - All traffic control and signs related to project
 - Handle any complaints or issues that may arise from application
 - Resident Notifications and No Parking Signs as needed

• ~~Unit Price Reclamite: \$1.38/SY~~

~~Price \$19,684.32~~

• Apply Reclamite to 16,383 SY of Trails @ 1.25/SY

Price \$20,478.75

- **Alternates:** ~~Apply Reclamite to 30,711 SY of selected roadways @ \$1.25/SY (Priority 1-2)~~ ~~\$38,388.75~~
~~Apply Reclamite to 76,293 SY of selected roadways @ \$1.14/SY (Priority 1-3)~~ ~~\$86,974.02~~
Apply Reclamite to 115,842 SY of selected roadways @ \$1.10/SY (Priority 1-4) \$127,426.20
Apply Reclamite to 2,993 SY of selected Bike Trails @ \$1.50/SY \$4,489.50

Mike Sumrall, Operations Manager will be contacting you to schedule the project.

Info: mike.sumrall@cammidwest.com, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name : _____ Address: _____

Phone Number: _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

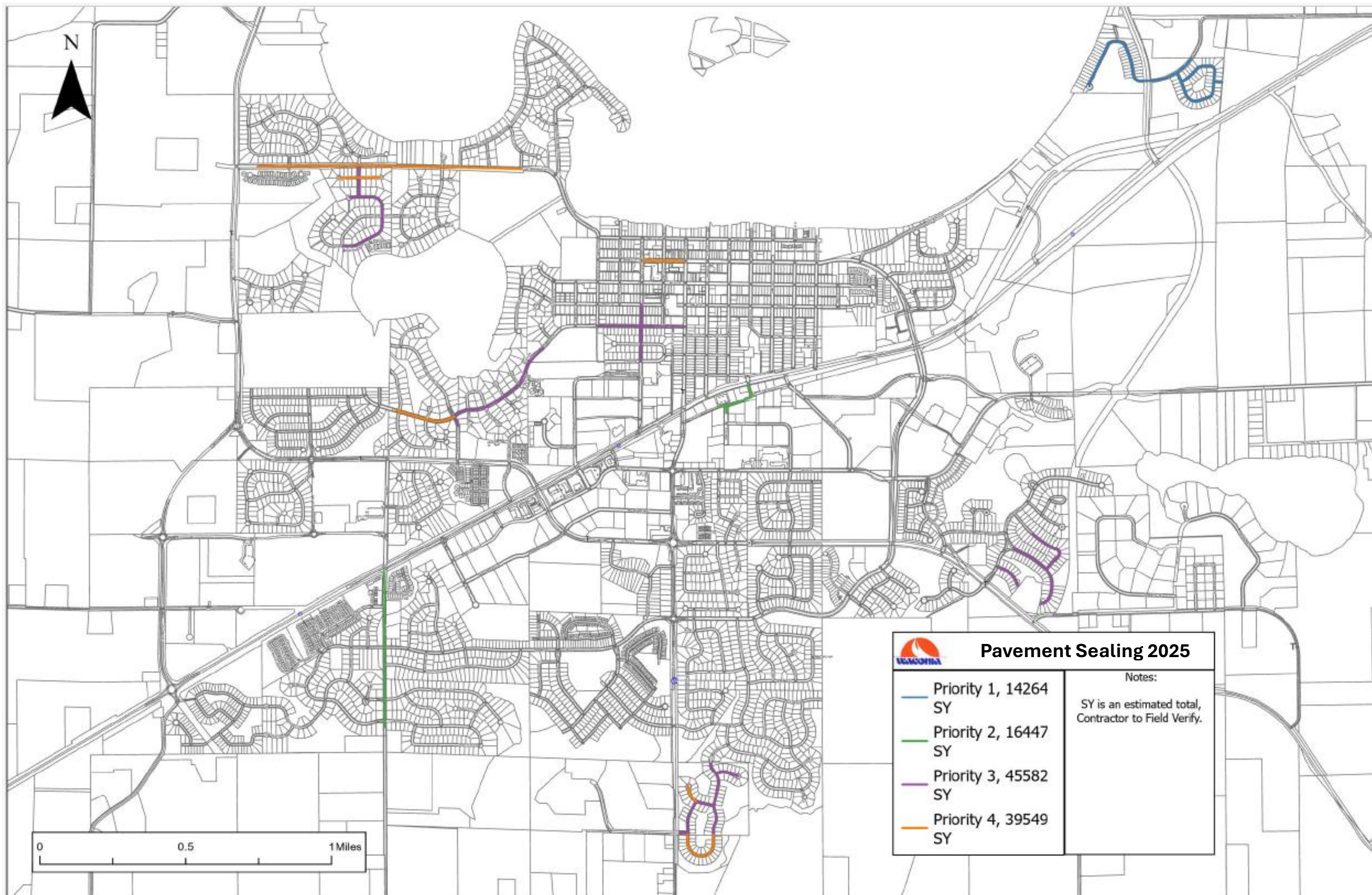
Michael Sumrall
Operations Manager

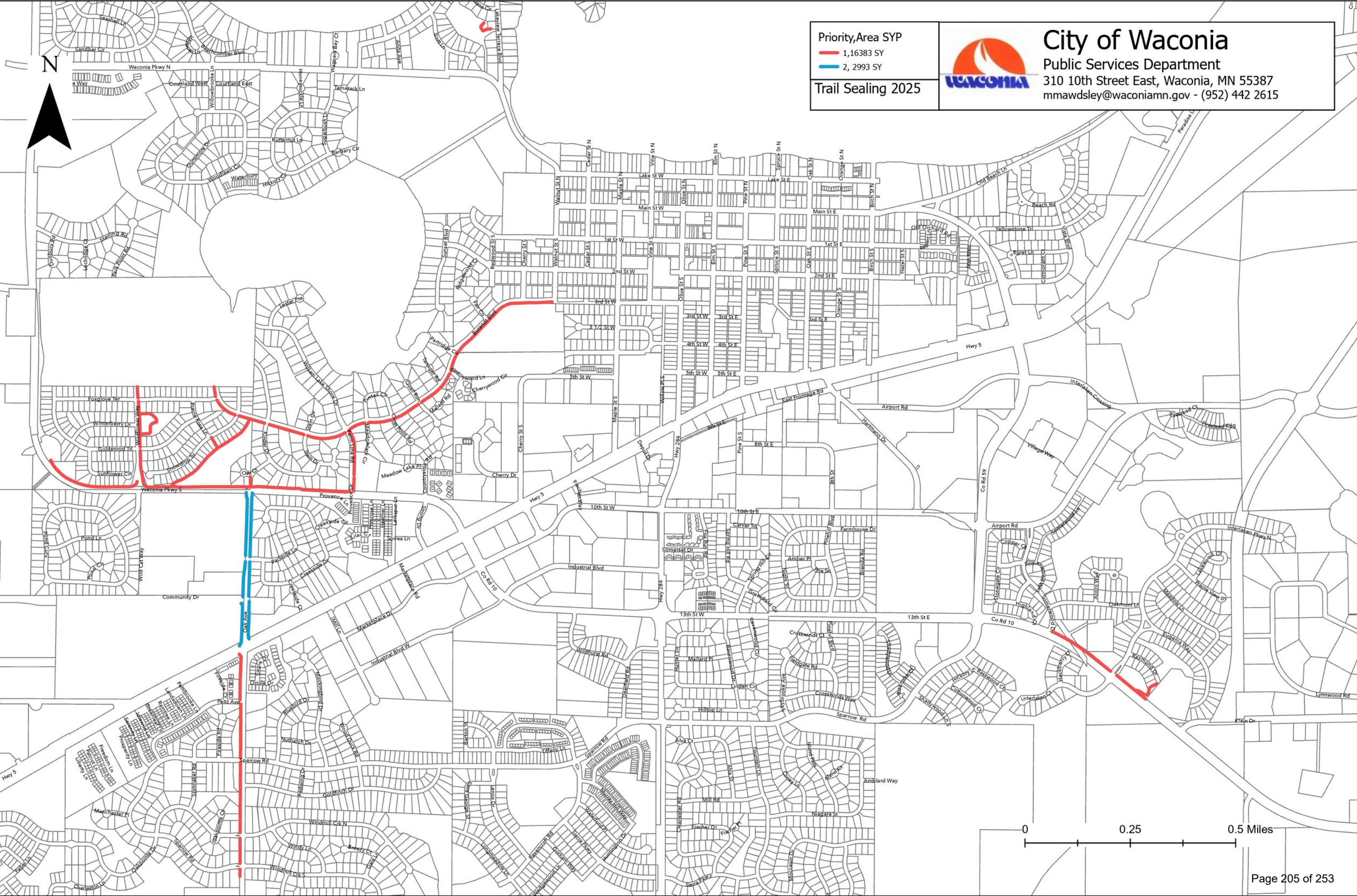
Colleen West
Business Development

APPROVED BY:

Sign

Date





Priority,Area SYP

1,16383 SY

2, 2993 SY

Trail Sealing 2025



City of Waconia

Public Services Department

310 10th Street East, Waconia, MN 55387

mmawdsley@waconiamn.gov - (952) 442 2615

Technical Advisory Panel (TAP) Meeting

March 28, 2024

Evaluation of Proprietary Rejuvenators

(Tasks 3.2 and 4.2: Laboratory and Field Studies' Update on Freshly Rejuvenated Test Sections)

Presented by

Tanzila Islam, M.Sc.

Graduate Research Assistant

Michigan State University



Research Team

Poornachandra Vaddy, M.Tech.

Graduate Research Assistant

Michigan State University

Dr. M. Emin Kutay, Ph.D., P.E.

Professor and PI

Michigan State University

Dr. Syed Waqar Haider, Ph.D., P.E.

Associate Professor and Co-PI

Michigan State University

Dr. Bora Cetin, Ph.D.

Associate Professor and Co-PI

Michigan State University

Background

- Asphalt pavements *age with time* → Stiffening & embrittlement of asphalt mixture
- **Spray-on Rejuvenators (SORs)**: Petroleum/bio-based products sprayed on asphalt pavements to *reverse* or *retard the aging* of asphalt binder
- **Prospects:**
 - ✓ Prolong the service life
 - ✓ Reduce maintenance costs
 - ✓ Enhance the flexibility of asphalt
 - ✓ Seal the minor cracks in the surface layers
 - ✓ Reduce the permeability of surface courses
- **Concerns:** Potential reduction in mean texture depth and pavement friction; surface softening

Field Application of SORs

Group	SORs	Composition
Group A	BioMAG™	Bio-based
	BioRestor®	
	BioRestor® Low VOC	
	Delta Mist®	
	Invigorate™	
	RePlay™	
Group B	RPE-R	Petroleum-based
	ARA1 Ti	
	CRF®	
	GSB-88®	
	Reclamite®	
	Replenify™	



Application of SOR on an asphalt pavement

[*Field Application Video*](#)

SOR: Spray-on-rejuvenators



Lab Experiments and Results

Modified Bending Beam Rheometer (BBR)

- Marasteanu et. al. (2009): ***No statistically significant differences*** were found between the creep stiffness of the 3x, 2x, and 1x beams
- Specimen size: **127 mm × 25.4 mm × 12.7 mm** (Modification of AASHTO T313)
 - Larger size beams are necessary ***to eliminate breakage of the beams and chipping of fine aggregates***
 - Width and height were modified maintaining the ***same aspect ratio (2:1)***
 - Effective penetration depth: Lee et al. (2013): 12.5 mm; Federal Aviation Administration (FAA): 9 mm



Figure: 1x, 2x, and 3x asphalt mixture beam specimens (Marasteanu et. al., 2009)

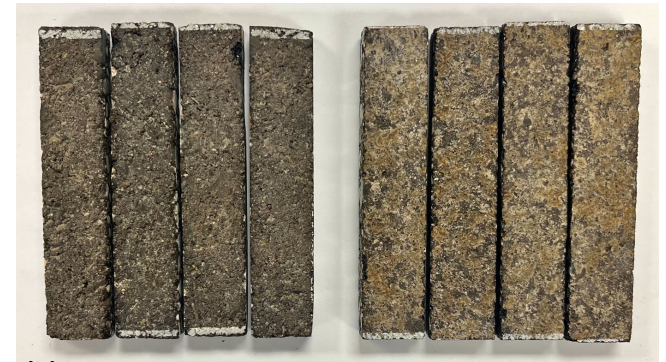


Figure: Modified BBR beams (127 mm × 25.4 mm × 12.7 mm)



Vaddy, P., Islam, T., Kutay, M. E., Vrtis, M., Haider, S. W., & Cetin, B. (2023) "Evaluating the Short-term Performance of Spray-on Rejuvenators using a Modified Bending Beam Rheometer Test Methodology", Transportation Research Record, 0(0), DOI: 10.1177/03611981231209038

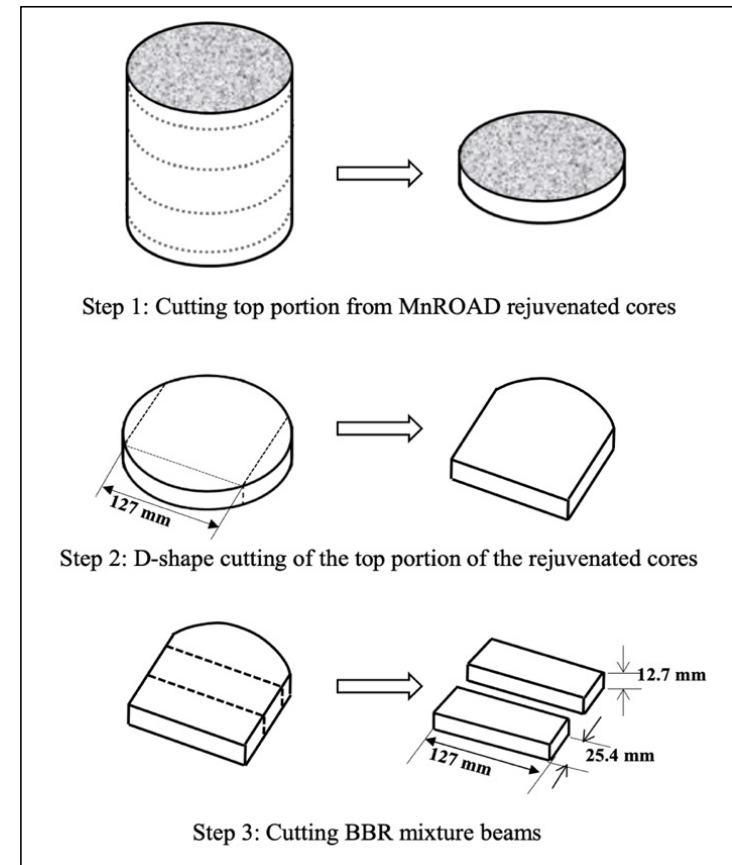
Sample Preparation

❖ Aging of the Cores:

- **Unaged (UA):** Collected field cores after one month of SOR application
- **1-year field-aged (F1):** Collected field cores after 12 months of SOR application
- **2-year field-aged (F2):** Collected field cores after 12 months of SOR application
- 📄 **Lab-aged (LA):** Two-inch field cores aged in the oven at 95°C for 7 days to simulate long-term field aging conditions



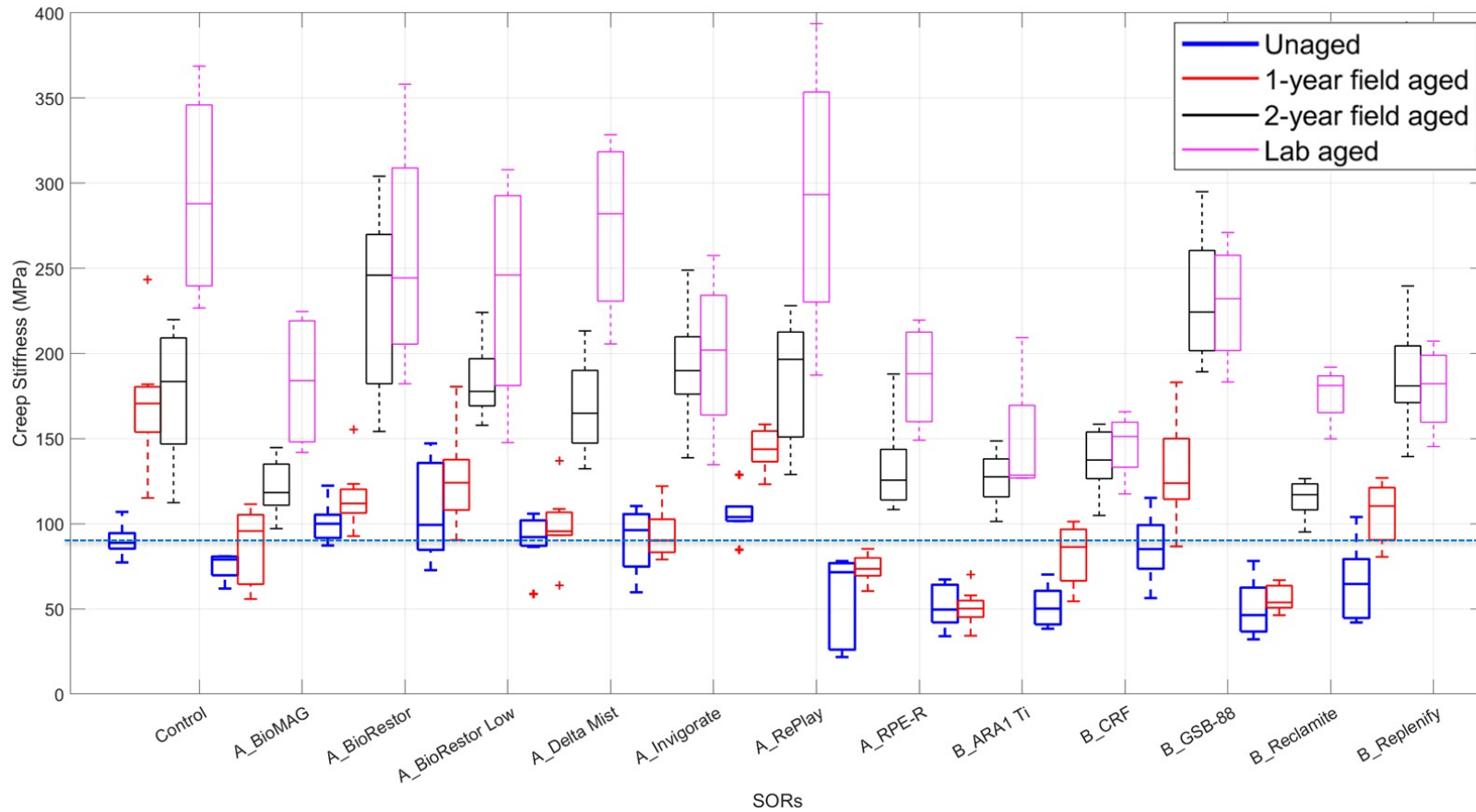
Cores placed in an oven for lab aging



Preparation of BBR test samples from field-extracted cores

BBR Test Results (MnROAD28)

Creep stiffness
@20°C

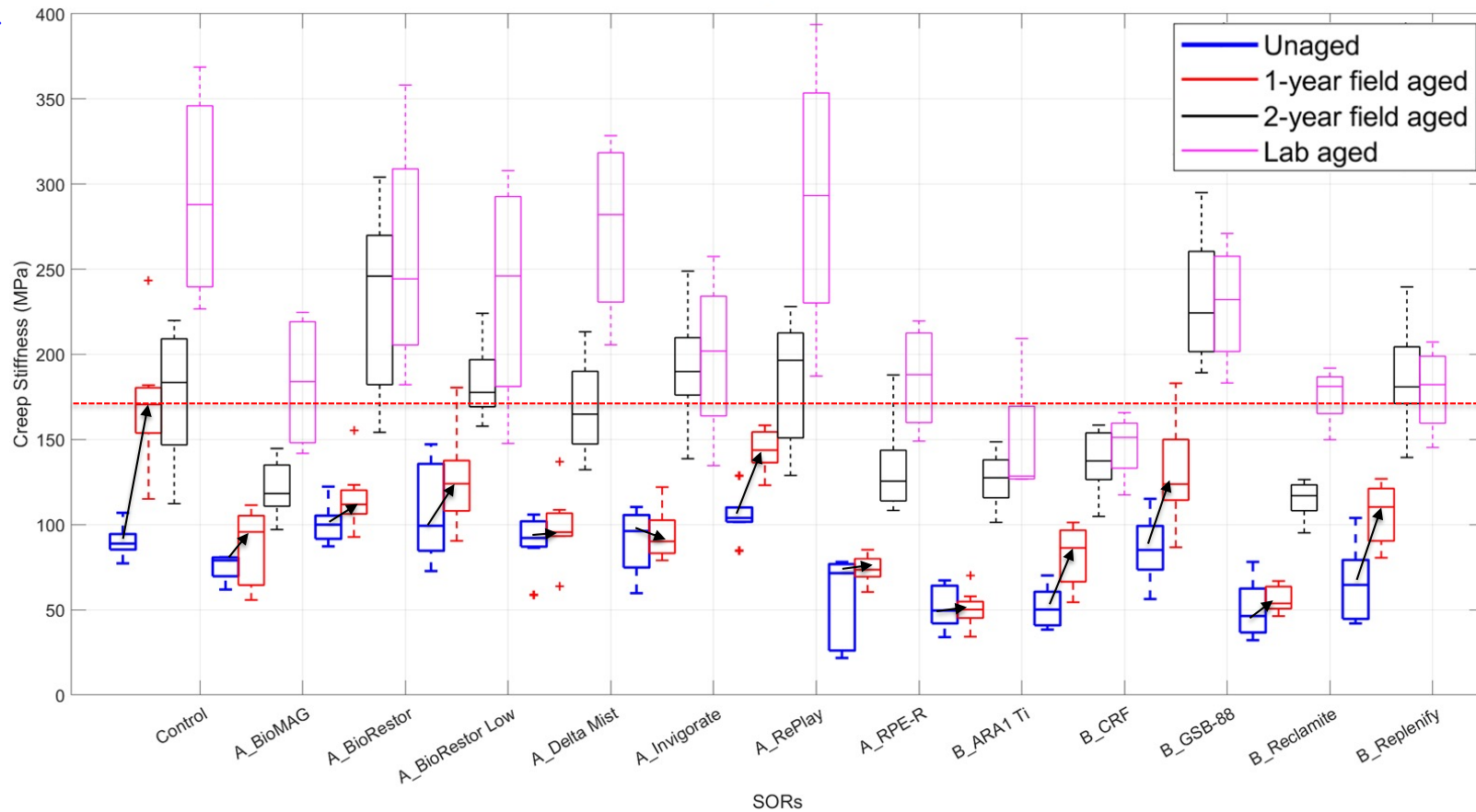


Unaged condition (blue boxes):

- Softening effect in some SORs: Other SORs might need some time to exert effect on creep stiffness

BBR Test Results (MnROAD28)

*Creep stiffness
@20°C*

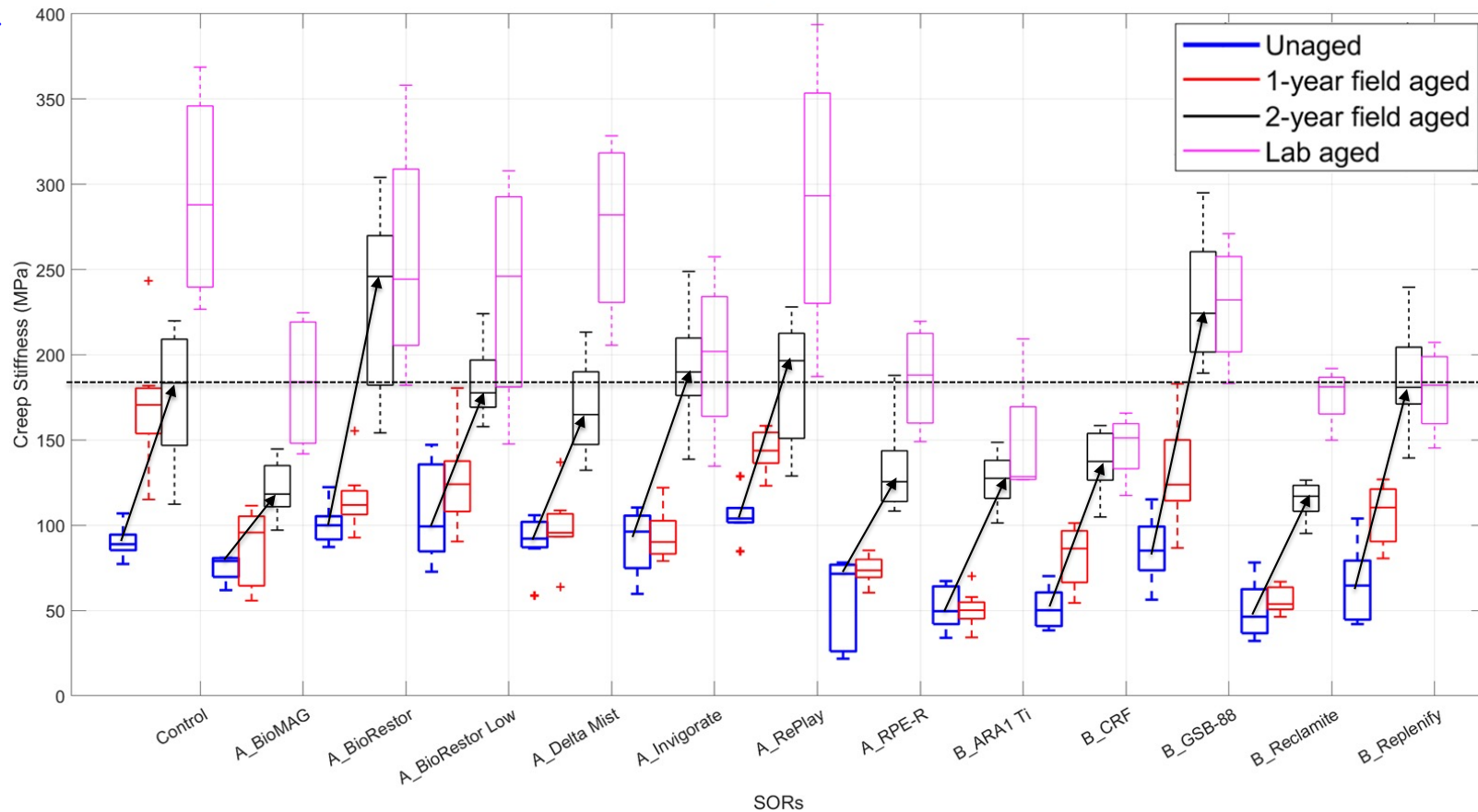


One-year field aged (red boxes):

- Most rejuvenators are effective in keeping the stiffnesses low → successfully retarded aging.

BBR Test Results (MnROAD28)

Creep stiffness
@20°C

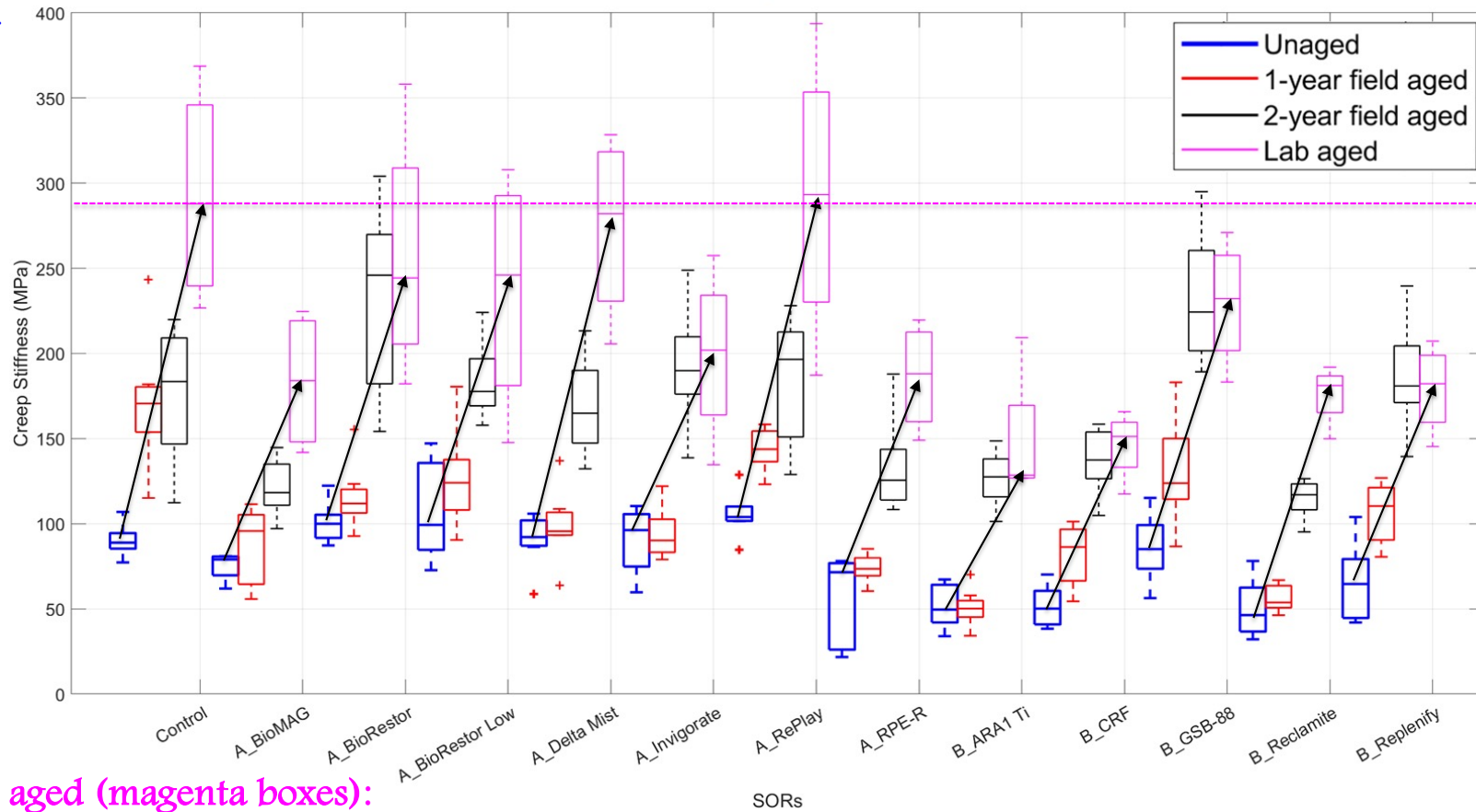


Two-year field aged (black boxes):

- A few SORs are effective for up to 1-2 years; need reapplication to continue to retard aging

BBR Test Results (MnROAD28)

Creep stiffness
@20°C

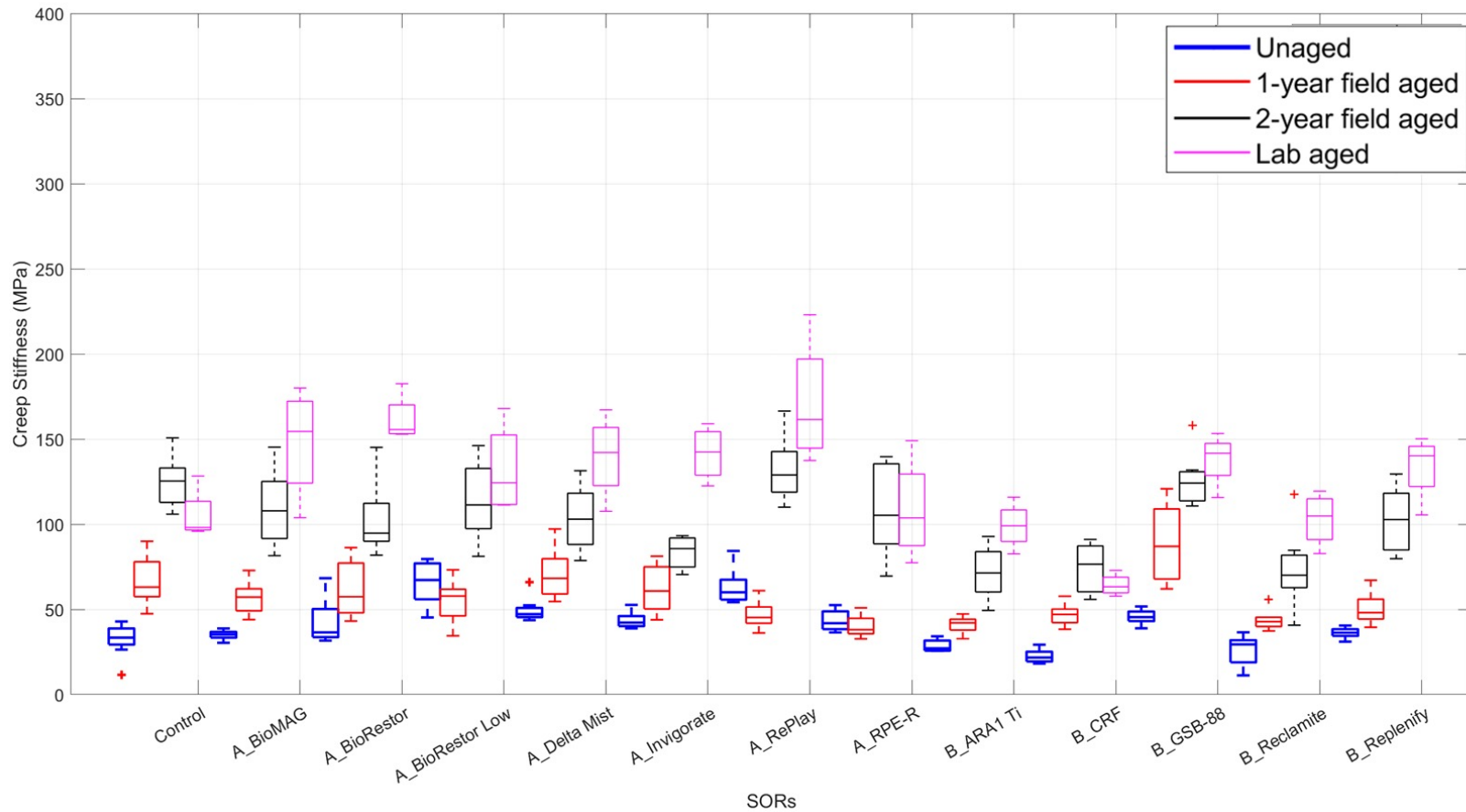


Lab aged (magenta boxes):

- Significant aging in some cores
- Aged cores: Effect of SOR application might have faded away after long period of aging

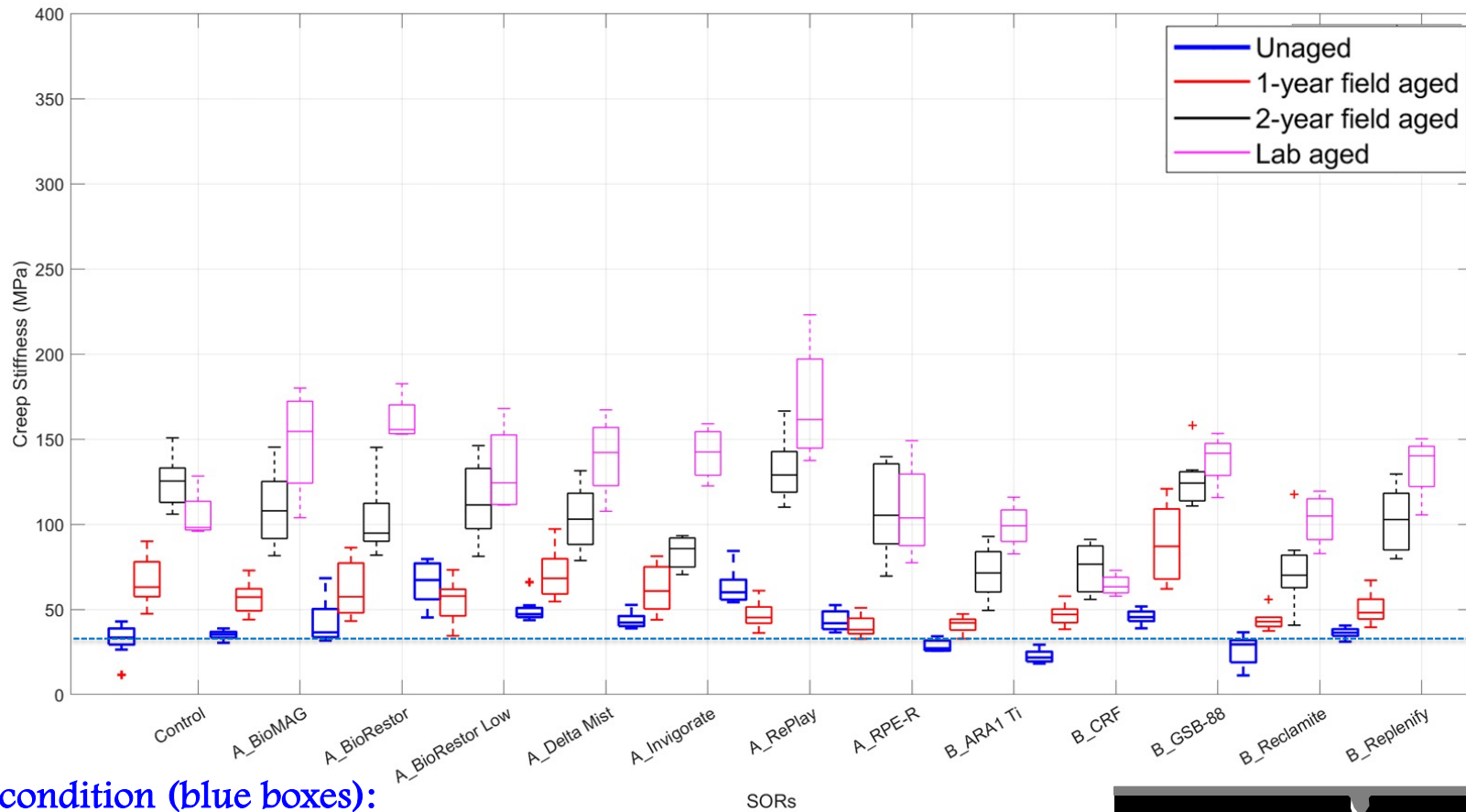
BBR Test Results (MnROAD34)

*Creep stiffness
@20°C*



BBR Test Results (MnROAD34)

Creep stiffness
@20°C



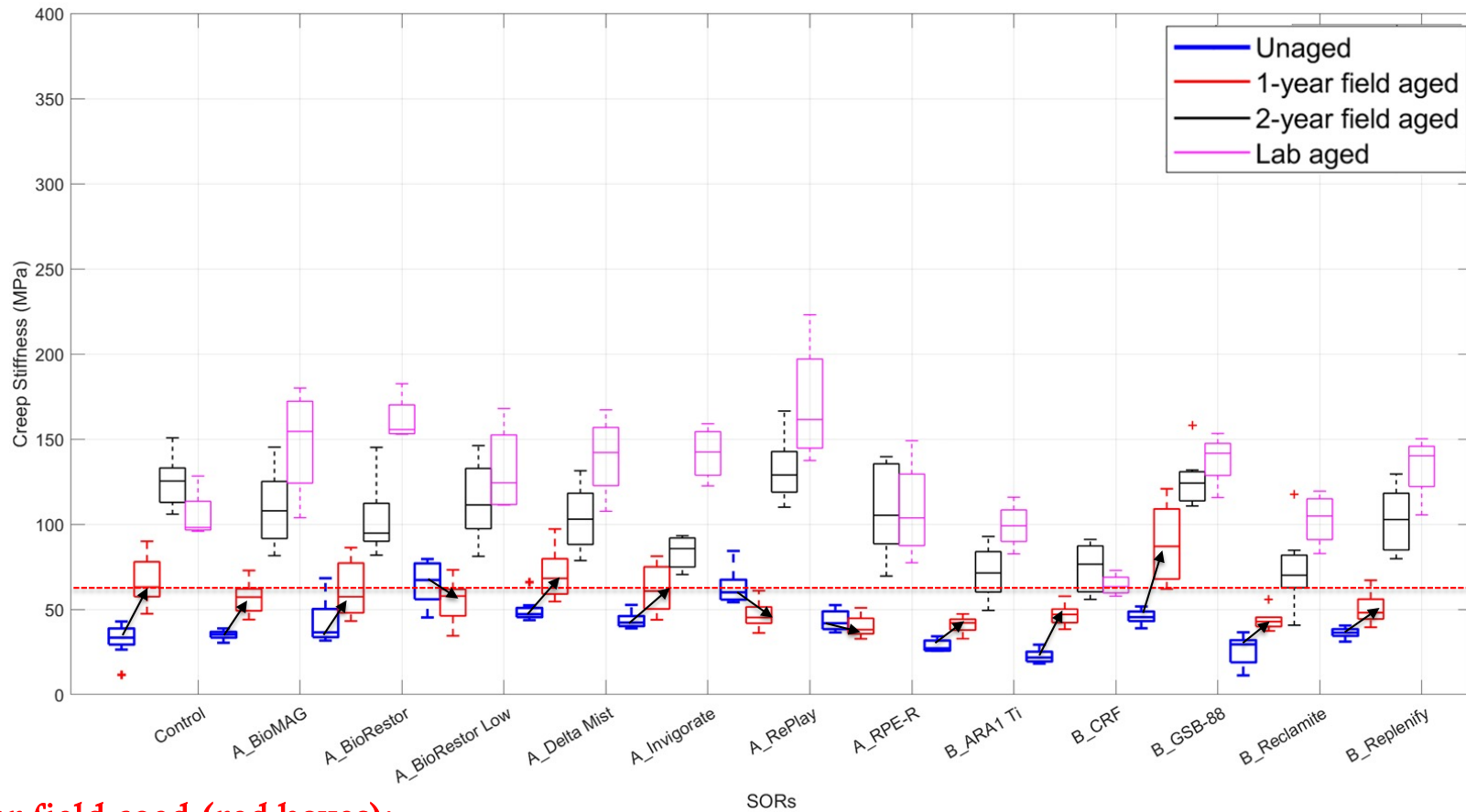
Unaged condition (blue boxes):

- Softening effect in some SORs
- Stiffening effect in some others → bridging over microcracks



BBR Test Results (MnROAD34)

Creep stiffness
@20°C

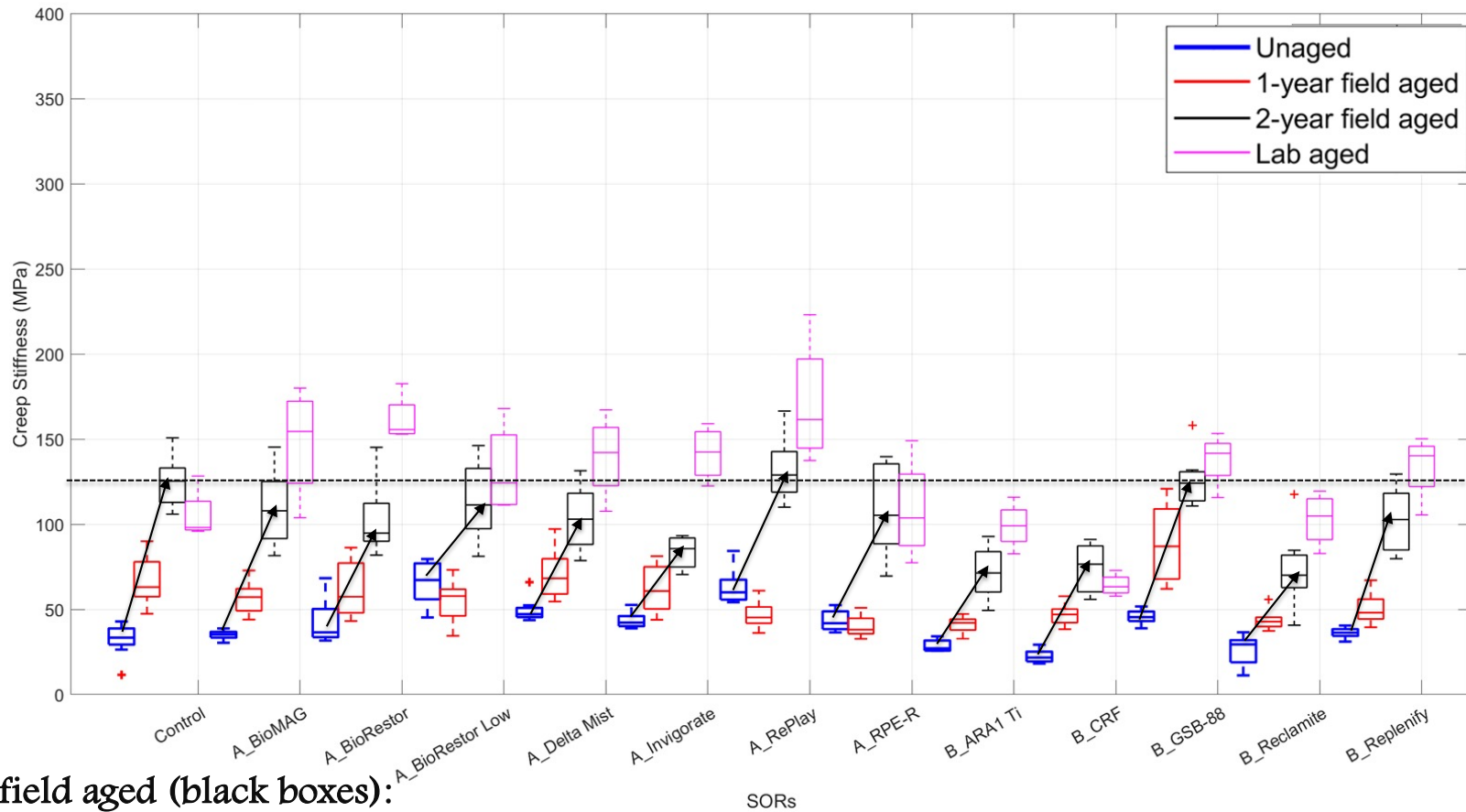


One-year field aged (red boxes):

- Most rejuvenators are effective in keeping the stiffnesses low → successfully retarded aging

BBR Test Results (MnROAD34)

*Creep stiffness
@20°C*

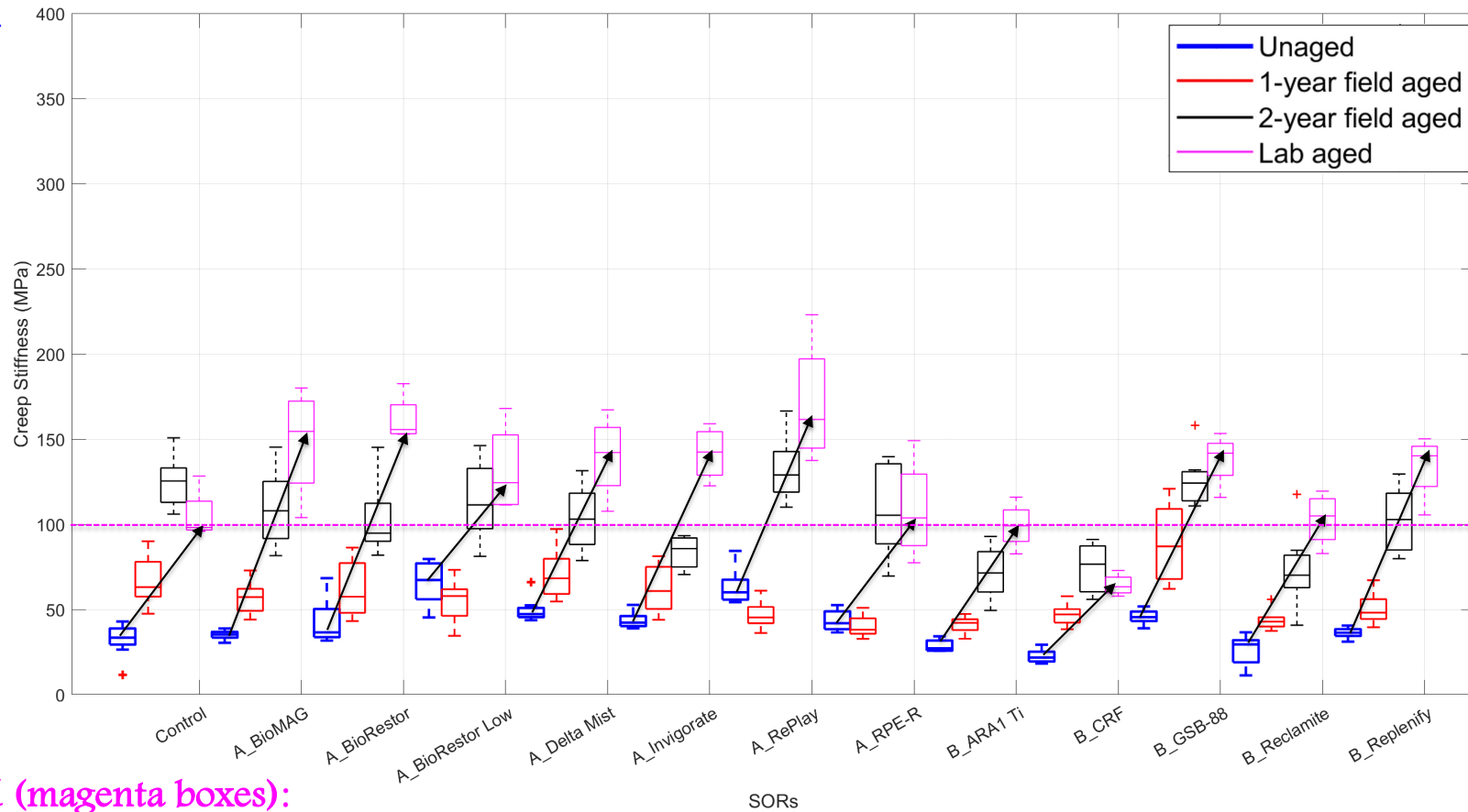


Two-year field aged (black boxes):

- A few SORs are effective for up to 1-2 years; need reapplication to continue to retard aging
- Effect of SORs could be different in pavements with surface microcracks

BBR Test Results (MnROAD34)

Creep stiffness
@20°C



Lab aged (magenta boxes):

- Significant aging in some cores while others showed less aging
- Aged cores: Effect of SOR application might have faded away after long period of aging

Skid Resistance and Abrasion

➤ Modified Hamburg Wheel Tracking (HWT)

- To simulate the braking/acceleration effect on SOR-treated pavement surface
- The steel wheel in the HWT device was replaced with a rubber wheel
- Load level was reduced to 125 lb (ASTM D 6372)



Sample Preparation: For the identical surface level of both samples

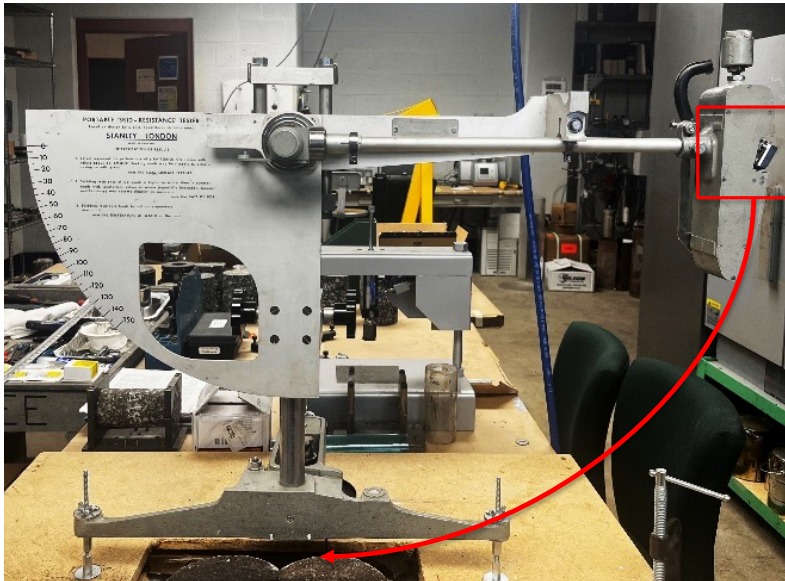


Modified Hamburg Wheel Tracking Machine

SOR: Spray-on-rejuvenators

Skid Resistance and Abrasion

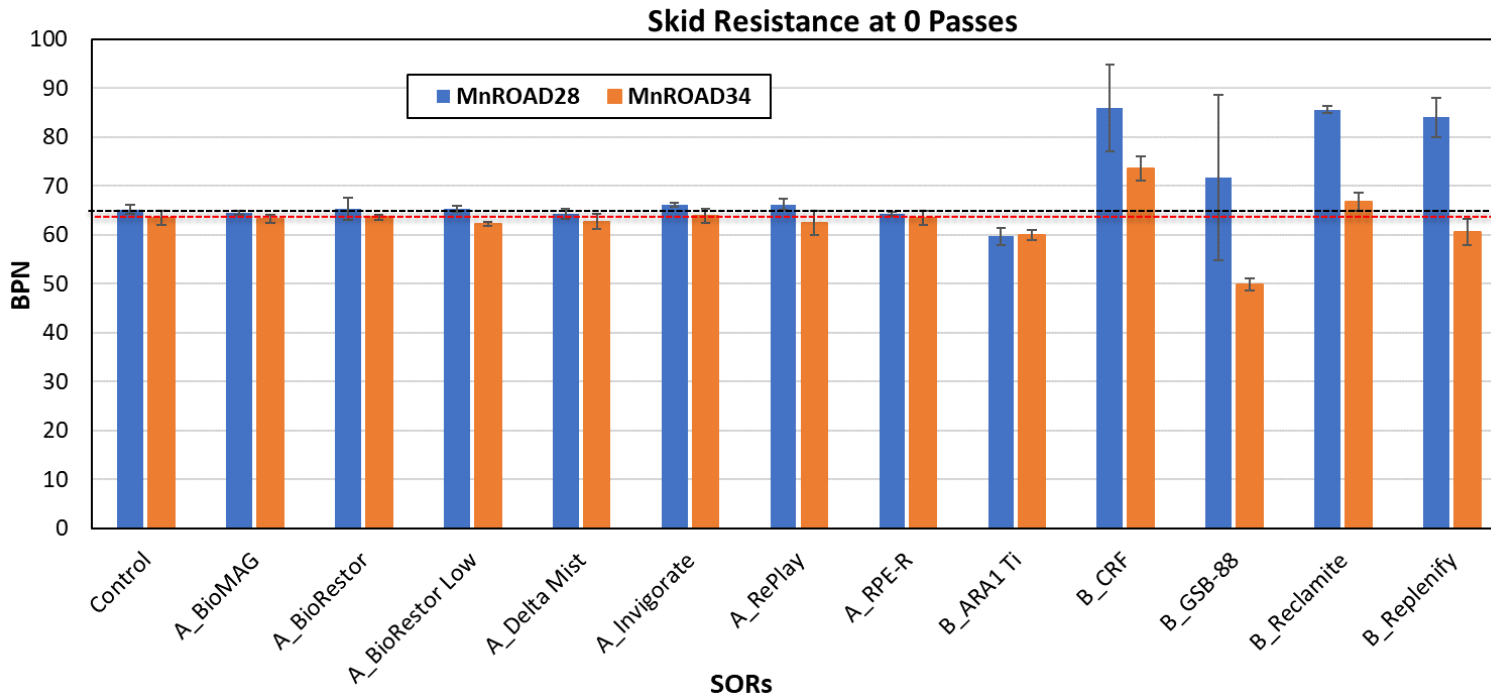
- **British Pendulum Testing (before and after the abrasion)**
 - To quantify change in friction



British Pendulum Tester



Skid Resistance

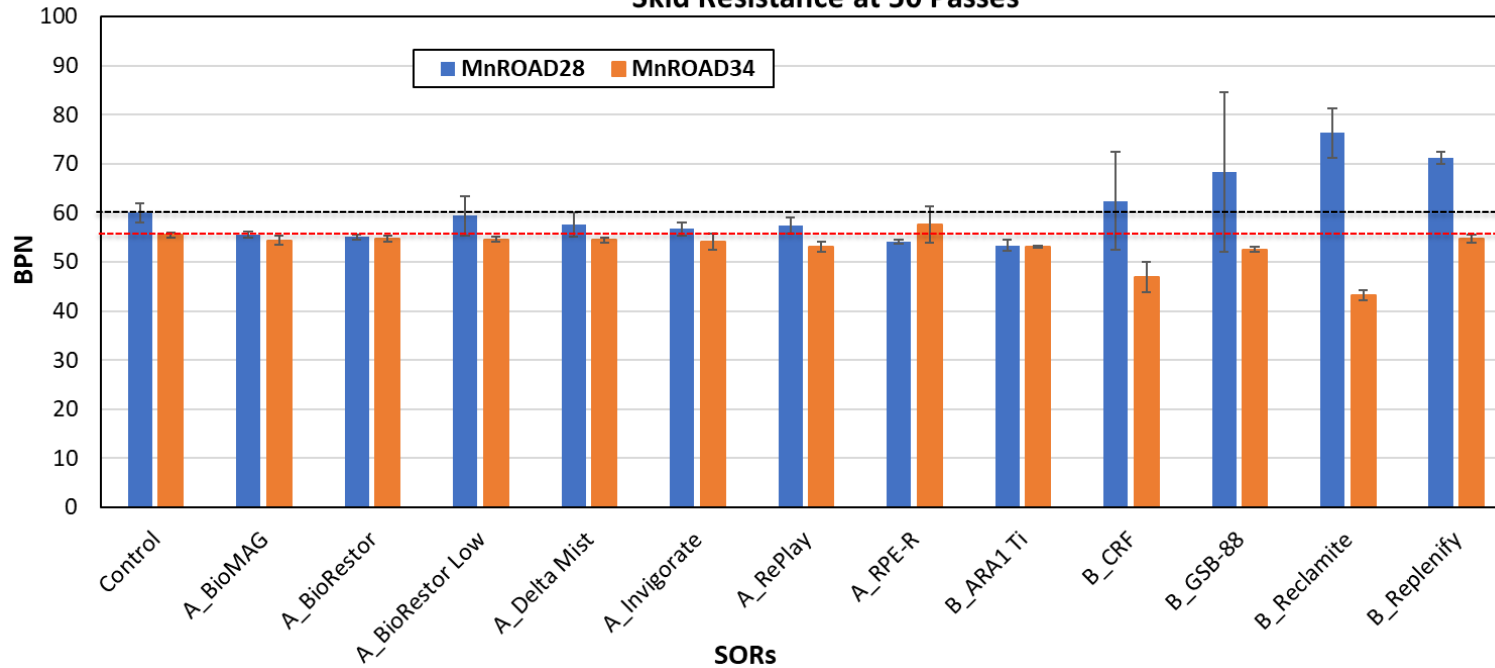


At 0 Passes:

- Similar friction values in most of the cells of MnROAD28 and MnROAD34
- Higher than control: *CRF*, *GSB88*, *Reclamite*, *Replenify* (MnROAD28); *CRF*, *Reclamite* (MnROAD34)
- Lower than control: *GSB88* (MnROAD34)

Skid Resistance

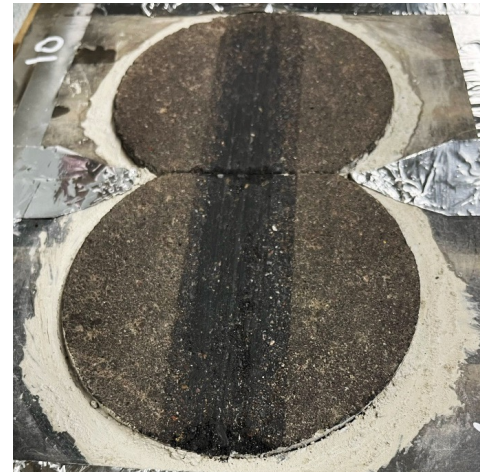
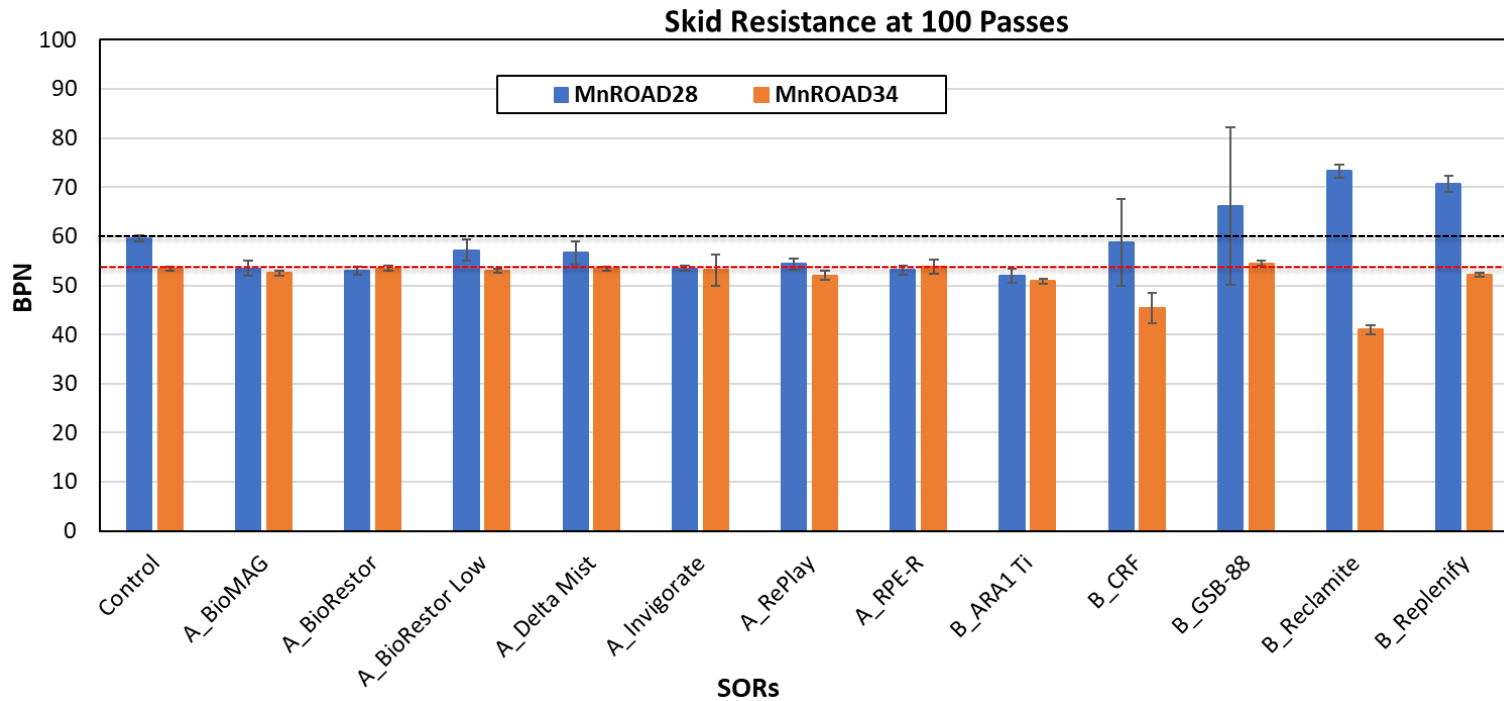
Skid Resistance at 50 Passes



At 50 Passes:

- Friction values of all cells slightly decreased than 0 passes
- Higher than control: *CRF*, *GSB88*, *Reclamite*, *Replenify* (MnROAD28)
- Lower than control: *CRF*, *Reclamite* (MnROAD34)

Skid Resistance



At 100 Passes:

- Friction values of all cells slightly decreased than 50 passes
- Higher than control: *GSB88, Reclamite, Replenify* (MnROAD28)
- Lower than control: *CRF, Reclamite* (MnROAD34)

SOR Ranking

- SOR ranking is determined by calculating *the percentage difference between the control cells and the different SOR-treated cells*
- Compared to the Control cells, the SORs with *lower values for creep stiffness, permeability, and rut depth and higher values for skid resistance (friction) were ranked in order*

SOR Ranking

Ranking Score:

$$[(UA_{20}+F1_{20}+F2_{20}+LA_{20})+(UA_4+F1_4+F2_4+LA_4)+(UA_{-10}+F1_{-10}+F2_{-10}+LA_{-10})+k+RD] - (BPN_0+BPN_{50}+BPN_{100})$$

In case of BBR, rut depth,
permeability; lower the value
from control, the better

In case of skid resistance
(friction); higher the value
from control, the better

% Difference between control and SOR-treated cells:

UA₂₀ = Creep stiffness of unaged samples @ 20°C

F1₂₀ = Creep stiffness of one-year-field-aged-samples @ 20°C

F2₂₀ = Creep stiffness of two-year-field-aged-samples @ 20°C

LA₂₀ = Creep stiffness of lab-aged-samples @ 20°C

UA₄ = Creep stiffness of unaged samples @ 4°C

F1₄ = Creep stiffness of one-year-field-aged-samples @ 4°C

F2₄ = Creep stiffness of two-year-field-aged-samples @ 4°C

LA₄ = Creep stiffness of lab-aged-samples @ 4°C

UA₋₁₀ = Creep stiffness of unaged samples @ -10°C

F1₋₁₀ = Creep stiffness of one-year-field-aged-samples @ -10°C

F2₋₁₀ = Creep stiffness of two-year-field-aged-samples @ -10°C

LA₋₁₀ = Creep stiffness of lab-aged-samples @ -10°C

k = Lab permeability test values on field extracted cores

RD = Rut depth of field extracted samples by HWT test

BPN₀ = Skid resistance at 0-wheel passes

BPN₅₀ = Skid resistance at 50-wheel passes

BPN₁₀₀ = Skid resistance at 100-wheel passes

SOR Ranking

Rank	Order	MnROAD28	MnROAD 34
Best	1	B_Reclamite	B_CRF
	2	B_ARA1 Ti	B_Reclamite
	3	B_CRF	A_RPE-R
	4	B_Replenify	B_ARA1 Ti
Better	5	B_GSB-88	A_Invigorate
	6	A_BioMAG	A_BioRestor Low
	7	A_RPE-R	B_GSB-88
	8	A_Invigorate	A_BioMAG
Good	9	A_Delta Mist	A_Delta Mist
	10	A_BioRestor	B_Replenify
	11	A_RePlay	A_RePlay
	12	A_BioRestor Low	A_BioRestor

Conclusions (Field Tests)

■ Sand Patch Test:

- The Mean Texture Depth (MTD) of control sections: 0.3 to 0.5 mm variation
- *No significant decrease* in the case of most of the SORs
- CRF and GSB-88 increased the MTD after one month but decreased after 12 months

■ The Dynamic Friction Test (DFT):

- Slight decrement in friction coefficients after one month of SOR application
- After 12 months, the friction values for all cells were similar to/higher than the pre-SOR application values
- *GSB-88* showed lower friction coefficient values after one month and after 12 months of SOR application

Conclusions (Field Tests)

■ Permeability:

- After 1 month and 12 months of SOR treatment, slight changes in most of the SORs: might be for dust settling/spatial variability
- Decrement in permeability: Evident in some SORs after 1 month and 12 months of SOR application

In general, SORs might have minor effects on pavement surface properties shortly after application. Over time, most of the field test parameters were restored to pre-SOR values.

Conclusions (Lab Tests)

■ Bending Beam Rheometer Test:

- Modified BBR test methodology was used in measuring the creep stiffness
- **MnROAD28 test section:**
 - In unaged conditions, some of the SORs did not show a significant decrease in creep stiffness; true effect was seen one year after the application
 - Many SORs showed significant retardation of aging one/two years after application
 - Some SORs need reapplication after two years to continue to retard aging
- **MnROAD34 test section: *Presence of micro cracks***
 - Some of the SORs are effective in filling the cracks causing increment of creep stiffness compared to the respective control section (Bridging effect)
 - The softening effect of SORs decreased the creep stiffness
 - The resulting creep stiffness of a rejuvenated test cell in this test section is a *combined result of softening and bridging effects*

■ Skid Resistance:

- ***No significant reduction*** in most of the SORs (specifically Group A)
- ***Skid resistance might increase in the presence of sand/fine gravel***



Ongoing Research

- Field study on performance evaluation of SORs after 24 and 36 months of application
- Measuring creep stiffness of *three-year field-aged* cores
- Assessment of Fatigue Resistance on two-year field-aged cores



Arthur Sickels Jr., Adrian Ricardo Archilla, University of Hawaii (2024)

Project Outcomes

■ Published

• *Peer-reviewed journal:*

- ✓ Vaddy, P., Islam, T., Kutay, M. E., Vrtis, M., Haider, S. W., & Cetin, B. (2023) “Evaluating the Short-term Performance of Spray-on Rejuvenators using a Modified Bending Beam Rheometer Test Methodology”, *Transportation Research Record*, 0(0), DOI: 10.1177/03611981231209038. <https://journals.sagepub.com/doi/10.1177/03611981231209038>

• *Poster:*

- ✓ Vaddy, P., Islam, T., Kutay, M.E., Haider, S.W., and Cetin, B. (2024) “Creep Stiffness Behavior of Spray-on Rejuvenator (SOR) Treated Asphalt Pavements under Different Aging Conditions”, *Presented at 103rd Annual Meeting of the Transportation Research Board*, Washington, D.C., USA.
- ✓ Islam, T., Vaddy, P., Kutay, M.E., Haider, S.W., and Cetin, B. (2023) “Evaluating the Effect of Spray-On Rejuvenators On Asphalt Pavement Surfaces”, *Presented at Graduate Research Symposium*, Department of Civil and Environment Engineering, Michigan State University, USA.
- ✓ Vaddy, P., Kutay, M.E., Michael, V., Cetin, B., and Haider, S.W. (2023) “Evaluation of Short-term Field Performance of Proprietary Spray-on Rejuvenators”, *Presented at 102nd Annual Meeting of the Transportation Research Board*, Washington, D.C., USA.

■ Current works in progress

- Performance evaluation of SORs based on field tests
- Performance evaluation of SORs based on lab tests

Acknowledgements

- Michael Vrtis, Ph.D., P.E., MnDOT
- MnROAD Personnel – Field testing

THANK YOU!



A scenic landscape featuring a two-lane asphalt road that stretches from the foreground into the distance, flanked by rolling hills covered in trees with vibrant autumn foliage in shades of orange, red, and yellow. In the background, a range of misty, forested mountains is visible under a soft, hazy sky. The overall color palette is warm and autumnal.

Corrective Asphalt Materials

Executive Summary

In 2024, the Minnesota cities of Woodbury, Eden Prairie, and Richfield completed an 8-year study of the Maltene Based Rejuvenator, Reclamite™. The study was conducted with Corrective Asphalt Materials (CAM). All 3 cities were early adopters of an MRT asphalt preservation program.

The goals were to document the long-term effects Reclamite has on asphalt and to determine if subsequent applications of Reclamite add value. Below, we explain the background, the process, testing data, and results.

The results prove that early application of Reclamite preserves asphalt, reduces oxidation, and decreases viscosity of the roads by adding the essential maltenes into roadways. Agencies can save additional time and money by applying Reclamite to pavement within 12 months: The sooner the application, the greater the ROI.





Background

Agencies understand that the lifespan of their asphalt pavements is decreasing, and with rising construction costs, they can no longer manage their roads the way they have for decades. Minnesota agencies were eager for additional options for pavement preservation when CAM entered the territory in 2016.

Reclamite is the original (and currently only) Maltene Replacement Technology (MRT) for restoring and preserving the durability of asphalt and is classified as an asphalt rejuvenator. Back in the early 1960s, Dr. Fritz Rostler, while working for the Golden Bear Oil Company, discovered the origin of asphalt pavement degeneration.

By separating the components of asphalt in laboratory conditions, Dr. Rostler determined that asphalt's soluble, more reactive components, known as maltenes, degrade when exposed to the heat used in processing asphalt-based formulations, and then further degrade as asphalt is exposed to the oxidizing effects of UV in field installations.

In collaboration with Golden Bear's Richard White, Dr. Rostler set about developing a technology that would restore the petroleum maltenes to aging asphalt, rejuvenating its pliability and resilience, thereby significantly improving pavement durability and extending the pavement's lifespan. Based on Rostler's research, Reclamite was developed.

Uniquely, the Reclamite rejuvenator restores the reactive maltene components that asphalt pavements lose due to hot-plant operations and the subsequent field aging process. Reclamite deeply penetrates the surface to protect against air and water intrusion. CAM helped commercialize this technology in the Midwest and South. Its application in real-world conditions began in the early 1960s.

Unlike topical sealing products, Reclamite Maltene Replacement Technology chemically adjusts the asphalt's long term binder's rheology, increasing penetration values while decreasing viscosity and corresponding DSR (Dynamic Shear Rheometer) values.

Another distinction of Reclamite is the base oil, which **is naphthenic (wax-free)**. The base oil is the vehicle that brings the maltenes to the asphalt. Paraffinic oils carry wax **and additional solvents, which are added to help the waxy oil penetrate asphalt, resulting in** lower viscosity and the sacrificing of the short-term with long-term damage and shorter roadway lifecycles. Paraffins can increase the colloidal instability of the asphalt binder resulting in the precipitation of the asphalt; in other words, the binder crystalizes and causes a phase separation that accelerates maltene oxidation.

Reclamite rejuvenator is the ideal solution for government agencies and private communities looking for a preservation solution, a partner with 50+ years of proven performance, and the highest lifecycle return on their road preservation investment.

The Problem:



Over time, asphalt pavements age and oxidize, which leaves asphalt dry and brittle. The first signs of oxidation are loss of surface fines and small aggregate, surface raveling, and hairline cracking.

Oxidation begins at the manufacturing process as high temperatures heat up the oils and start the asphalt's degradation. Natural weathering then continues oxidation via the sun and moisture. In recent years, due to poorer quality oils from refineries and the use of recycled materials (RAP, RAS, tires, etc.), pavement oxidation has increased in the first few years after asphalt is laid, shortening pavement lifecycles.

The Hypothesis

New pavement has a specific proportion of asphaltenes to maltenes; the goal of rejuvenation is to maintain the asphaltene/maltene balance in the “new” condition for as long as possible by slowing natural oxidation. Many pavement restoration products reduce viscosity temporarily but do nothing to prevent oxidation because they are only addressing short-term flexibility. As the proportion of asphaltenes increases in untreated pavement, the binder ages and will become stiff and prone to surface cracking, decreasing durability. When treated with Reclamite, which adds maltenes back into the asphalt, the pavement exhibits slowed oxidation, chemically and visually. Adding maltenes is how durability is restored. Flexibility and durability are two different measurements; flexibility can be added without adding durability.

The Testing

Reclamite uses Maltene Replacement Technology (MRT) to slow oxidation and the aging process. The asphalt binder is comprised of two components, asphaltenes and maltenes. Asphaltenes are the “bodying agent” and maltenes are the reactive components that keep the oil flexible and durable. Asphalt oxidizes as the percentage of maltene in the oil decreases over time; as the ratio of asphaltenes to maltenes in the oil grows, asphalt begins to age.

Oxidation is merely a chemical reaction in asphalt. Oxidation and the aging process can be significantly slowed by adding maltenes to the surface of the pavement, restoring the asphalt closer to its original state. MRT helps keep the surface of the pavement flexible and durable, significantly slowing the aging process.



Testing Standards

Sections of pavement in the three Minnesota cities were treated with Reclamite and were tested for three industry-accepted criteria to evaluate the product's long-term effectiveness. All testing was completed by the same third-party laboratory: APART – Asphalt Pavement & Recycling Technologies. These are the three criteria:

Long-term visual performance

Long-term relative viscosity change using MRT

(AASHTO T-315)

Long-term chemical composition of the asphalt binder

(ASTM D-2006-70)

Explanation of Testing

01

Long-term visual performance: Visual performance evaluates how treated and untreated sections of pavement look at different time intervals, such as 6 months, 1 year, 5 years, 10 years and so on. The treated surface should show fewer visual signs of raveling, hairline cracking and aggregate loss, and may appear “tighter” relative to untreated sections. Raveling is defined as a wearing away of the pavement surface in high-quality hot-mix asphalt, caused by the dislodging of aggregate particles and loss of asphalt binder. Raveling and fine aggregate loss are the first visual signs of asphalt aging. Visual performance is important because testing binder properties alone for rejuvenators can occasionally show “false positive” results.

02

Long Term Viscosity or Rheology Change: Viscosities of asphalt binders are measured with the AASHTO T-315, which uses a Dynamic Shear Rheometer (DSR). This method, also known as rheology, measures the linear viscoelastic properties (viscosity) of the asphalt binder using the DSR. Rheology testing can incorporate several different parameters and should be examined. For the purposes of this white paper, we kept the parameters simple, using only viscosity measurements.

Viscosity is measured in poises. Poises measure resistance to being bent or moved, as well as the resilience (elasticity) of the asphalt binder; a lower poise number reflects an increase in flexibility and movement of the asphalt. A stiff asphalt binder will have a higher poise number: As asphalt ages, it hardens – stiffens – so the poise increases. Keeping the oils flexible is crucial for slowing the asphalt aging process.

A rejuvenator should lower the viscosity of the asphalt binder. This suggests that the material has penetrated and combined with the existing binder to restore flexibility. Specifications typically state a minimum 30% decrease in viscosity within 60 days of the rejuvenator's application. The goal of an effective rejuvenator is to keep viscosities above the minimum level change for as long as possible.

It is imperative to increase the flexibility and durability of asphalt as it ages to slow the aging process; however, the product must do so without stripping the asphalt of its valuable oil components. Although viscosity is an important measure of a rejuvenator's effectiveness, a lower viscosity does not necessarily indicate that rejuvenation has occurred. Other materials like solvents and degreasers can dissolve the binder and reduce viscosity without replacing maltenes. A lower viscosity may indicate that the binder has improved flexibility, but does not address durability.

Chemicals such as diesel fuel, D-limonene, and linseed-based biodiesels will chemically separate and dissolve the asphalt binder and will show lower viscosities. These solvents create a short-term viscosity change and a visual difference, but do not address pavement oxidation. The visual difference is usually a surface appearance lighter in color than the untreated pavement, due to the material's dissolving the asphalt off the aggregate's surface.

Over time, some self-classified rejuvenators will age pavements at a faster rate than natural pavement oxidation; their chemical makeup causes phase separation and crystallization of the binder, which dries and dissolves, accelerating aging.

03

Long-term chemical composition: While viscosity measurements focus on flexibility, ASTM D-2006-70 results relate to durability. The purpose of this test is to measure the composition of asphalt to assess the ratio of key components using the procedure described by ASTM D-2006-70.

The binder is extracted and separated into its constituent components, asphaltenes and maltenes. Asphaltenes are comprised of the bodying (thickening) agent of the binder and typically do not degrade over time. Maltenes, the more reactive component, oxidize and become asphaltenes. The goal is to see a decrease in the percentage of asphaltenes: If asphaltenes increase, it suggests that the binder is aging.

Testing Data



The agency and CAM visually examined the testing areas and found a clear difference between the treated and untreated sections on site; evidence of raveling, surface fine loss and aggregate loss were more visible in the untreated sections. Between years 6 and 7, the viscosity and the maltene/asphaltene ratios both dropped substantially in Woodbury, as did the loss of surface aggregate and fines. Loss of fines and aggregate was much more prevalent visually in Summer 2023 than in years past, suggesting that year 6-7 is the right time for the second application.

In 2020, Woodbury allowed CAM to apply a test spot of a second application over the original roadway, four years after the initial Reclamite Application in 2016. The original application was applied one year after paving occurred in 2015. In 2022, the parties decided to core these locations as Woodbury was trying to determine when to begin a second application of Reclamite. These coring results are what led CAM to reach out to Richfield and Eden Prairie to gather additional information.

In 2022, Woodbury's first MRT application was still holding a viscosity decrease of 40% six years after application. The second application, applied in 2020, 4 years after the first application, decreased viscosity by 46%. The minimal amount of change between the first and second applications showed us in the 2022 coring that if Reclamite is applied within a year of paving, four years is too early for a second application, which can be postponed until later in the pavement's lifecycle and long-term pavement management plan.

Woodbury actively uses the Pavement Condition Index (PCI), a third-party rating system from Goodpointe Technology. Because this data brings another objective evaluation of Woodbury's roadways, it is included in this analysis. The chart below indicates that untreated roads had a delta of 7-19 PCI points, while the treated roads' delta was 0-3 PCI points.

The PCI ratings alone show the importance of pavement preservation, especially when done early. Eight years after paving, all of Woodbury's treated roadways still have a rating above 90 on the PCI scale – a clear indication of success.

This chart illustrates the PCI data.

WOODBURY PCI RATINGS in 2019 and 2023

Treatment Type	Street	Construction Type	Year	Func Class	Previous CI October 2019	Current CI July 2023	Delta CI
No Treatment	Spinaker Circle	Edgemill & Overlay	2016	Local	92	83	-9
No Treatment	Spinaker Drive	Edgemill & Overlay	2016	Local	94	88	-7
No Treatment	Spinaker Drive	Edgemill & Overlay	2016	Local	97	84	-12
No Treatment	Spinaker Drive	Edgemill & Overlay	2016	Local	94	75	-19
No Treatment	Spinaker Lane	Edgemill & Overlay	2016	Local	93	84	-10
No Treatment	Sunrise Drive	Edgemill & Overlay	2016	Local	94	85	-9
No Treatment	Sunrise Drive	Edgemill & Overlay	2016	Local	94	85	-9
Reclamite	Corral Alcove	Edgemill & Overlay	2015	Local	93	93	0
Reclamite	Corral Lane	Edgemill & Overlay	2015	Local	98	95	-3
Reclamite	Corral Lane	Edgemill & Overlay	2015	Local	97	95	-2
Reclamite	Corral Lane	Edgemill & Overlay	2015	Local	95	92	-3
Reclamite	Pheasant Run Road	Edgemill & Overlay	2015	Local	100	99	-1
Reclamite	Pheasant Run Circle	Edgemill & Overlay	2015	Local	92	91	-1
Reclamite	Pheasant Run Road	Edgemill & Overlay	2015	Local	97	97	0

LONG TERM VISCOSITY- AASHTO T-315

WOODBURY, EDEN PRAIRIE, & RICHFIELD MINNESOTA

Agency	Eden Prairie	Richfield	Woodbury	Woodbury
Location of Applications	Waterford	Thomas Ave S.	Pheasant Run Rd	Pheasant Run Rd
Year Paved	2017	2015	2015	2015
When App. #1 Applied	2019	2018	2016	2016
When App. #2 Applied	2023	2023	2020	2023
Yrs between Paving & 1st App.	2	3	1	1
Year Core Taken	2023	2023	2022	2023
Yrs Between Core & 1 st App.	4	5	6	7
Yrs Between Core & 2nd App.	2 Months	1 month	2 years	2 months
1 App. Viscosity Change	37%	16%	40%	17%
2 App. Viscosity Change	53%	48%	46%	44%

The table above shows the viscosity, measured in poises, of the three Minneapolis area agencies over a period of 0-7 years. Each city chose to treat their pavements at different intervals (from 1-3 years) after paving; Woodbury chose to treat their pavements one year after the initial paving.

Eden Prairie chose to treat their pavements 2 years after paving; Richfield chose 3 years. The poise results show that treating a pavement earlier (Woodbury) was the most beneficial for slowing the aging of the pavement and the most cost-effective long-term pavement management program.

Eden Prairie Data



Figure 2: EP picture location

Eden Prairie's viscosity changes landed between Richfield's and Woodbury's. This data aligns with application timeframes and coring data.

The coring data shows that to slow the aging process of asphalt, the earlier you apply Reclamite, the more beneficial it is. It also shows that you can postpone the second application of Reclamite to 6 or 7 years if the first application is done within 1 year of paving. The earlier you apply a first application of Reclamite with MRT technology, the further you can stretch your pavement management plan – and therefore agency dollars.

Treating pavements at year 0-1 will extend the pavement's lifecycle more than waiting until year 2 or 3; this is evident in the coring results.

Richfield **Data**



Richfield's paving occurred in 2015, the same year as Woodbury's. Three years after the initial paving, they chose to apply the first application of Reclamite. Coring was completed in the summer of 2023, 5 years after the initial Reclamite application. The coring data indicates that the viscosity dropped to 16% upon the first application and decreased to 48% upon the second application.

Asphaltenes Table for the three agencies

Agency	Eden Prairie	Richfield	Woodbury	Woodbury
Location of Applications	Waterford	Thomas Ave S.	Pheasant Run Rd	Pheasant Run Rd
Year Paved	2017	2015	2015	2015
When App. #1 Applied	2019	2018	2016	2016
When App. #2 Applied	2023	2023	2020	2023
Yrs between Paving & 1st App.	2	3	1	1
Year Core Taken	2023	2023	2022	2023
Yrs Between Core & 1st App.	4	5	6	7
Yrs Between Core & 2nd App.	2 Months	1 month	2 years	2 months
Decrease in Asphaltenes with 1 Treatment	7.10%	4.40%	12.90%	5.90%
Decrease in Asphaltenes with 2 Treatments	13.60%	11.50%	15.40%	16.20%

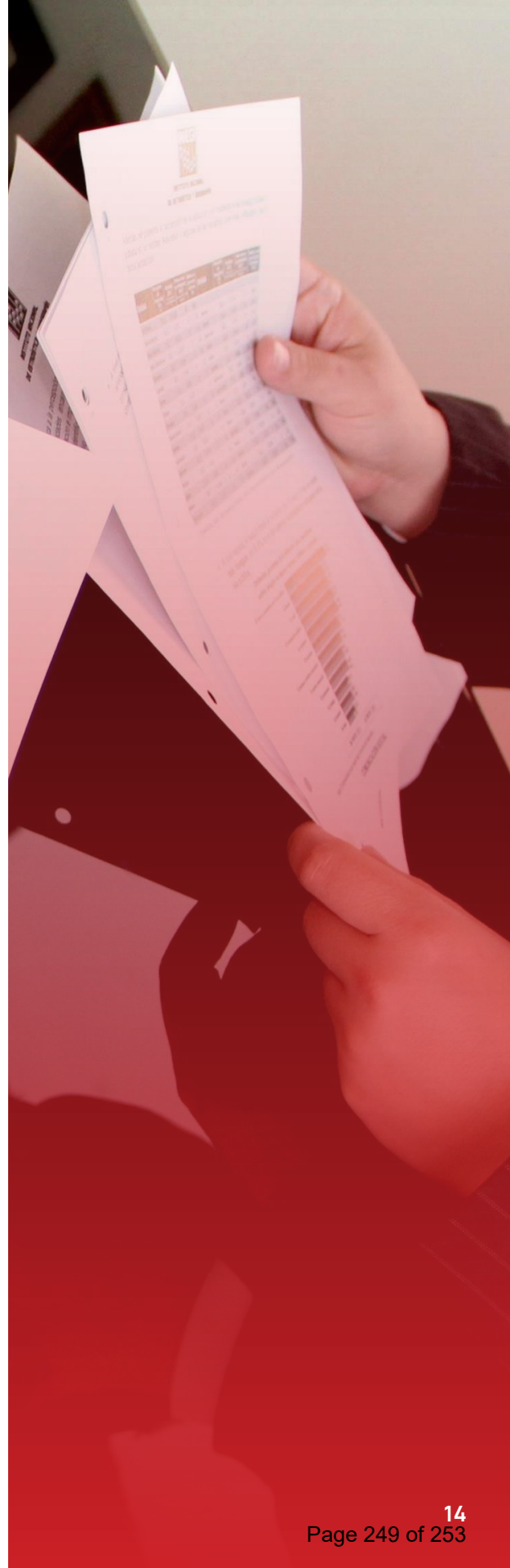
The table above shows the decrease in asphaltenes in the roadways when treated with Reclamite. Specifications currently do not have a minimum decrease percentage; the goal is to keep asphaltenes as low as possible for as long as possible and to maintain the asphaltene to maltene ratio in alignment with their original chemical state as new asphalt.

By applying Reclamite early, Woodbury was able to hold the asphaltene percentage decrease with one application longer and better at 5.9% over Richfield's 4.4% change. The second application also showed a significant change versus Richfield: Woodbury's second application at year 7 decreased the asphaltene content by 16.2%, whereas in Richfield, the second application only decreased the asphaltene content by 11.5%. This shows that applying MRT technology early keeps the pavement in "like new" condition longer and allows the city to extend the second application to later in the pavement's lifecycle.

Conclusion

Long-term coring, visual results, and PCI ratings provide an understanding of Minnesota pavements and the most beneficial time for local agencies to apply and reapply Reclamite. The findings show that the sooner MRT technology is applied, the longer the roadway can wait for a second application, and that a second application is well worth the cost/benefit ratio. Woodbury chose to apply Reclamite within the first 12 months of paving; the viscosity at year 7, with a 17% change, shows that long-term sustainability was achieved and was maintained at a higher standard for a longer period of time.

Woodbury's PCI ratings showed that with the use of Reclamite Maltene Replacement Technology, an agency can maintain its roadways in good condition for a longer period of time than without. Onsite visuals were also still present in the second applications and at the very first Minnesota project. In Woodbury, a clear line between treated and untreated pavement is still visible at the 2016 pilot project intersection where a treated road crossed an untreated roadway. MRT data shows that it remains a powerful cost reduction tool for agencies, especially since resurfacing costs 12 to 15 times the cost of rejuvenation, is a huge inconvenience for the community, and impacts the agency's budget.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 7, 2025
Item Name:	9.5. 1st Street Loading Zone
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action: None	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-177 Declaring 1st Street Loading Zone	
EXPLANATION OF AGENDA ITEM: Municipal ordinance Sec.632.01 establishes the City Council authority in establishing truck and loading zones by resolution within the community. During the hours of 6:00 a.m. and 9:00 p.m. the City Council may specify these areas to be only for truck parking and/or loading zones. Outside the specified hours, these areas can then be accessed by the public for parking purposes. If the City Council wishes, it could consider designating the south edge of 1st Street to the west of Olive where the curb cut exists, adjacent to Emagine Theatre, 101 1st St W as a Loading Zone pursuant to Sec. 632.01, subd. 3. Previously, this area was signed as "No Truck Parking", but based on historical use was regularly used as a truck and passenger loading zone. Designating this area as a loading zone will allow for the discharge of passengers or freight by motor vehicles between the hours of 6:00 a.m. to 9:00 p.m. Based on the designation of a loading zone, parking by the public could be had between the hours of 9:00 p.m. to 2:00 a.m. After 2:00 a.m. no parking is allowed on the business district streets by ordinance.	
ATTACHMENTS: 1. Resolution No. 2025-177 1st Street Loading Zone 2. 1st St Loading Zone Signage	
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. 2025-177**

**RESOLUTION POSTING LOADING ZONE AREA
ON THE 100 BLOCK OF 1ST STREET WEST**

WHEREAS, municipal code section 632.01, permits the City Council to designate certain streets or portions of streets as loading zones which dedicate areas for the discharge of freight and passengers during the hours in which restrictions apply; and

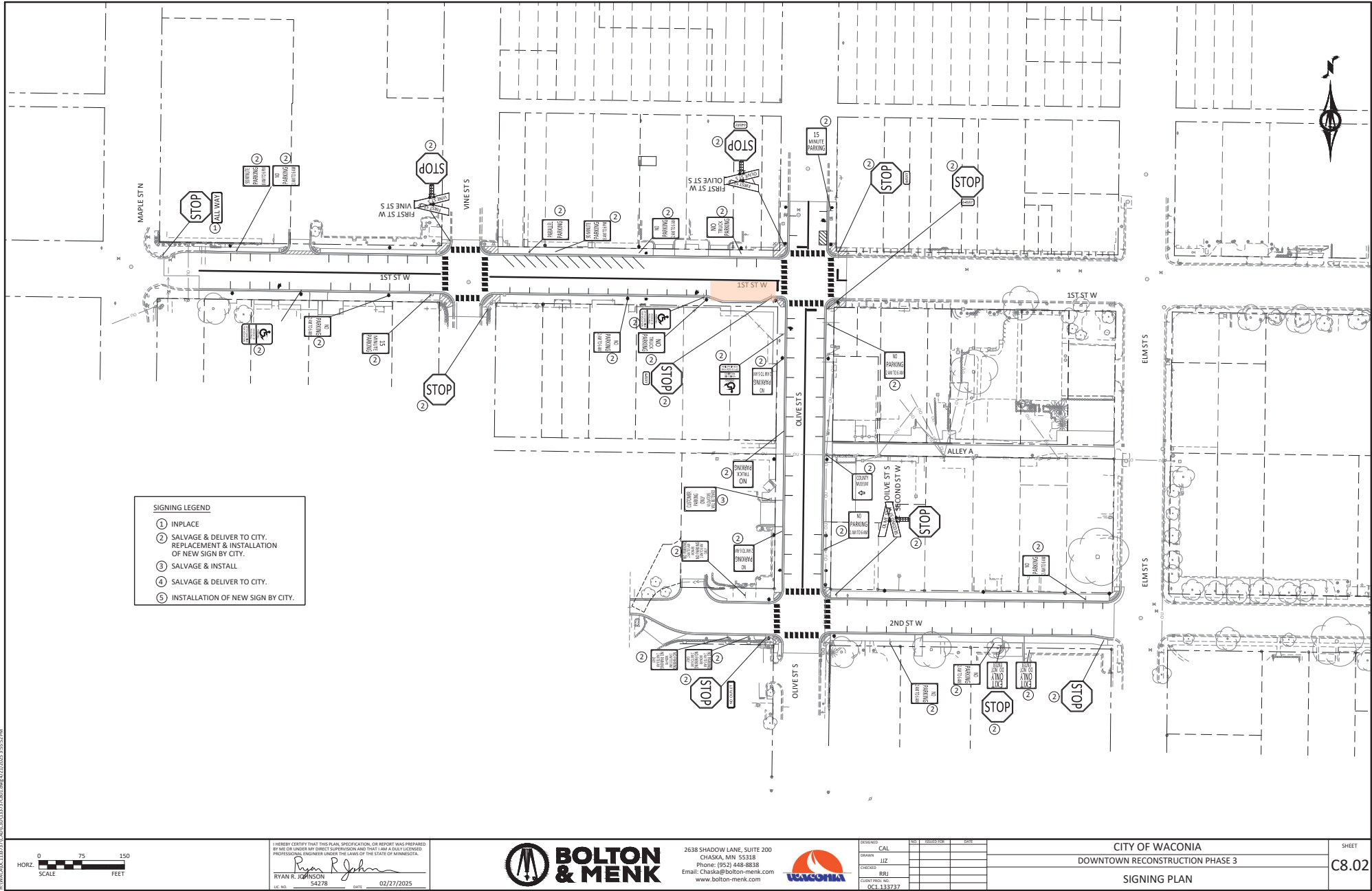
WHEREAS, outside of loading zone hours of 6:00 a.m. to 9:00 p.m. daily, this area could be utilized by the public for general parking; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby declares the approximate 50' of the south side of 1st Street West directly west of the intersection of Olive Street be signed as a loading zone according to the restrictions of city code.

Adopted by the City Council of the City of Waconia this 7th day of July 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



SIGNING LEGEND

- ① INPLACE
- ② SALVAGE & DELIVER TO CITY.
REPLACEMENT & INSTALLATION
OF NEW SIGN BY CITY.
- ③ SALVAGE & INSTALL
- ④ SALVAGE & DELIVER TO CITY.
- ⑤ INSTALLATION OF NEW SIGN BY CITY.

0 75 150
 HORZ. SCALE FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED
 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Ryan R. Johnson
 RYAN R. JOHNSON 54278 DATE: 02/21/2025



2638 SHADOW LANE, SUITE 200
 CHASKA, MN 55318
 Phone: (952) 448-8838
 Email: Chaska@bolton-menk.com
 www.bolton-menk.com



DESIGNED	CAL	CHECKED	REVISION	DATE
DRAWN	JIZ			
CHECKED	RRJ			
CITY PROJECT NO.	0CL133737			

CITY OF WACONIA
 DOWNTOWN RECONSTRUCTION PHASE 3
 SIGNING PLAN

SHEET
 C8.02



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 7, 2025	
Item Name: 14.1. Economic Development Authority (EDA) Session	
Originating Dept: Administration	
Presented By:	
Previous Council Action:	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: 1. Motion to convene the Waconia Economic Development Authority. 2. Motion to enter into 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: 754020010, located at 68 8th St E.	
EXPLANATION OF AGENDA ITEM: The Waconia City Council will convene as the Waconia Economic Development Authority and 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: 754020010, located at 68 8th St E.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	