

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, May 18, 2026
6:00 PM**

VISION STATEMENT

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

MISSION STATEMENT

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

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

**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**
 - 1) National Public Works Week May 18 through May 24, 2026**
Mayor Litfin to read the Proclamation into the record
- 4. ADOPT AGENDA**
- 5. PUBLIC HEARING**
- 6. OPEN FORUM**
- 7. COMMUNITY INTEREST PRESENTATIONS**
 - 1) Stewardship Award Presentation**
Present Stewardship Award to Mike and Joann Werner

8. **ADOPT CONSENT AGENDA**

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

- 1) Approve the May 4, 2026, City Council Minutes
- 2) Approve May 18, 2026 Expenditures
- 3) **Safari Island Community Center Expenditures from Sports Facilities Companies Incurred April 2026**
Motion to Approve Safari Island Community Center Expenditures from Sports Facilities Companies Incurred April 2026
- 4) **Ice Arena Expenditures from Sports Facilities Companies Incurred April 2026**
Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred April 2026
- 5) **Contractor Pay Request - CSAH 10 Trail Project to GMH Asphalt, Inc. #1**
Motion to approve CSAH 10 Trail Project Pay Request No. 1 to GMH Asphalt, Inc.
- 6) **Highway 5 Reconstruction MnDOT Contract #1062988**
Adopt Resolution No. 2026-123 appointing the MnDOT Commissioner as agent to accept federal funds and approve contract.
- 7) **Accept Proposal for Pavement Preservation Program**
Adopt Resolution No. 2026-124 Accepting Proposal for Annual Pavement Maintenance.
- 8) **Lake Waconia Park Trail Maintenance JPA**
Motion to approve JPA for winter trail maintenance with Carver County.
- 9) **Updates to the Manual of Design and Construction Standards - May 2026**
Adopt Resolution No. 2026-125 Updates to the Manual of Design and Construction Standards and Standard Details
- 10) **2026 2nd Quarter Budget Amendments**
Adopt Resolution No. 2026-126 Approving 2026 2nd Quarter Budget Amendments
- 11) **Facade Improvement Grant 17 1st Street West**
Adopt Resolution No. 2026-127 Accepting Facade Improvement Grant for 17 1st Street West
- 12) **Waconia Works Loan, 136 Main Street West, Coney's Candies LLC**
Adopt Resolution No. 2026-128 Approving Waconia Works Loan at 136 Main Street West
- 13) **Optional 2 a.m. Closing Applications**
Adopt Resolution No. 2026-129 Approving an Application for Optional 2:00 a.m. Closing — The Saloon. Adopt Resolution No. 2026-130 Approving an Application for Optional 2:00 a.m. Closing—Hoppers.

9. COUNCIL BUSINESS

1) Pavement Mangement Project — Mill & Overlay CIP No. 132-A

Adopt Resolution No. 2026-131 Authorizing the Award of Construction Contract for the 2026 PMP Mill & Overlay Project.

2) Accepting Audited Annual Comprehensive Financial Report as of December 31, 2025

Resolution No. 2026-132 Accepting Audited Annual Comprehensive Financial Report as of December 31, 2025

10. ITEMS REMOVED FROM CONSENT AGENDA

11. BOARD REPORTS

1) Staff Reports

a. Downtown Parking Time Limits - Shane Fineran

2) Councilmember Siddons

3) Councilmember Coleman

4) Councilmember Gleason

5) Councilmember Grengs

6) Mayor Litfin

12. ANNOUNCEMENTS

13. CLOSED SESSION

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

Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to the purchase of real property identified as PID #750501620 and PID #750501610.

14. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: JOINT MEETING WITH ISD110 SCHOOL BOARD

UPCOMING CALENDAR OF EVENTS/MEETINGS:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 3.1. National Public Works Week May 18 through May 24, 2026	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Mayor Litfin to read the Proclamation into the record	
EXPLANATION OF AGENDA ITEM:	
<p>By declaring May 18 through May 24, 2026, National Public Works Week, the City Council raises awareness in the community regarding the importance of public works and public works programs to maintain and the rebuilding of our nation's transportation, water supply, wastewater treatment, public building and park system infrastructure.</p>	
ATTACHMENTS:	
1. Proclamation	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



PROCLAMATION

Declaring May 18-24, 2026 as National Public Works Week

"People, Purpose, Presence"

WHEREAS: Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the residents and businesses of Waconia; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Waconia to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I Tim Litfin, Mayor of Waconia, do hereby designate the week of May 18, 2026 as National Public Works Week. I urge all citizens to join in with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineer, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety and advancing quality of life for all.

18th Day of May of 2026

Tim Litfin, Mayor

Attest: _____

Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 18, 2026
Item Name:	7.1. Stewardship Award Presentation
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action: None	
Item Type:	Discussion
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Present Stewardship Award to Mike and Joann Werner	
EXPLANATION OF AGENDA ITEM:	
<p>Mike and Joann Werner exemplify the spirit of stewardship through their lifelong dedication to serving the Waconia community. Their impact can be seen across countless organizations, programs, and community events where they consistently give their time, energy, and support to others.</p> <p>Together, Mike and Joann volunteer at Ridgeview Medical Center, St. Joseph Catholic Church, Meals on Wheels, and numerous community organizations throughout Waconia. At St. Joseph's, Joann serves as a lector, sings in the funeral choir, and assists with funeral dinners, while Mike serves as an usher at Mass. They are dependable Meals on Wheels drivers, delivering meals to seniors throughout the Waconia area and even taking on additional routes to surrounding communities when needed, regardless of weather or conditions.</p> <p>Both have continued serving local students and schools well into retirement. Joann assists with student testing at Bayview Elementary and Mike continues to substitute teach in the Waconia school district. Joanne also serves as an election judge and has volunteered as a judge at the Carver County Fair. Mike remains actively involved in the Rotary Club, Lions Club, and American Legion.</p> <p>In addition to their volunteerism, Mike and Joann are dedicated supporters of Waconia athletics, fine arts, and community activities. Whether attending school sporting events, supporting the Lakers town ball team, or cheering on local students and performers, they are familiar and encouraging faces throughout the community. Their consistent presence demonstrates their deep pride in and commitment to Waconia.</p> <p>What makes Mike and Joann especially deserving of the Stewardship Award is not just the quantity of their service, but the humility, positivity, and reliability with which they serve. They will be the first to tell you that they don't do any of this for any sort of recognition, and instead, because they truly love giving back to and staying engaged with the Waconia community. Time and time again, they continue to step up wherever help is needed, inspiring others through their generosity, compassion, and unwavering commitment to Waconia. This theme was extremely evident through the nominations, as four different individuals nominated Mike and Joann for this</p>	

award.

Mike and Joann Werner truly embody the meaning of stewardship, and the Waconia community is stronger because of their lifelong dedication to serving others.

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: May 18, 2026	
Item Name: 8.1. Approve the May 4, 2026, City Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action:	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the May 4, 2026, City Council Minutes.	
EXPLANATION OF AGENDA ITEM: Approve the My 4, 2026, City Council Minutes.	
ATTACHMENTS: 1. Minutes of the May 4, 2026, City Council Meeting	
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
MAY 4, 2026**

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the May 4, 2026, Waconia City Council Meeting to order a 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

- 1) Kjersten Lueth, a 5th grader from Bayview Elementary School will lead all in the Pledge of Allegiance.**

Kjersten Lueth, a 5th grader from Bayview Elementary School, led all in the Pledge of Allegiance.

3. PROCLAMATIONS

- 1) Drink Water Week**

Mayor Litfin read the Drink Water Week Proclamation into the record.

4. ADOPT AGENDA

Mayor Litfin requested that Consent Agenda Item 8.6, *Firefighter Retirement*, be moved to agenda Item 9.1 under Council business with the remaining agenda items renumbered consecutively.

Motion to adopt the agenda as published with the above changes was made by Council Member Coelman, seconded by Council Member Siddons.

MOTION CARRIED.

5. PUBLIC HEARING

- 1) 2026 Debt Issuance for Highway 5 Phase 2 — Temporary Street Reconstruction Bonds and Approval of Street Reconstruction Plan**

Nicole Meyer, Finance Director, provided an overview of the public hearing process stating a public hearing is required for the portion of the bonds that are planned to be issued as part of the Highway 5 Phase 2 project. The bonds will be issued as temporary bonds and will assist with cash flow for the project costs as aid and reimbursements from Carver County and the State are paid to the City and work is completed on the project. The bonds will be fully repaid by other funding sources identified as part of the project.

Motion to open the public hearing was made by Council Member Gleason, seconded by Council Member Grengs.

MOTION CARRIED.

No verbal or written comments were received.

Motion to close the public hearing was made by Council Member Gleason seconded by Council Member Siddons.

MOTION CARRIED.

Motion to adopt Resolution No. 2026-113 Adopting a Street Reconstruction and Overlay Plan and Approving the Issuance of General Obligation Street Reconstruction Bonds was made by Council Member Siddons seconded by Council Member Coleman.

MOTION CARRIED.

6. OPEN FORUM

The Mayor provided a brief explanation of the open forum process.

Dave Swanson, 1312 Creekside Drive. Addressed the Council regarding road reconstruction. He noted that he appeared before the Council approximately one month ago on the same issue and questioned why Creekside Drive has gone 23 years without maintenance. Mr. Swanson requested that a City representative contact him to discuss his concerns.

7. COMMUNITY INTEREST PRESENTATIONS

None.

8. ADOPT CONSENT AGENDA

- 1) Approve the April 20, 2026, City Council Minutes**
- 2) Approve May 4, 2026, Expenditures**
- 3) Approving Plans & Specifications and Authorizing Advertisement for Bids - Reitz Lake Lift Station Project**
- 4) Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council**
- 5) Accepting Cash Donations for Operations of the Fire Department**
- 6) Firefighter Retirement**
- 7) League of Minnesota Cities Insurance Trust - Tort Liability Waiver**
- 8) Tobacco License Application**
- 9) Liquor License Application**
- 10) Low Potency Hemp Edible Retail Application**
- 11) Special Event Permit - Waconia Band Practice and Park Performance**

Motion to Adopt the Consent Agenda as published was made by Council Member Grengs, seconded by Council Member Coleman.

MOTION CARRIED.

9. COUNCIL BUSINESS

1) Receive Feasibility Report and Call Hearing for the 5th Street Reconstruction Project

Jake Saulsbury, City Engineer, provided a brief overview of the Feasibility Study for the 5th Street Reconstruction Project. Mr. Saulsbury reviewed the proposed street and storm sewer improvements, sanitary sewer improvements, water system improvements, project financing and funding, project cost summary, and review of the time schedule. The next steps of the project will be to conduct improvement hearing/order improvements and to conduct an open house. Staff will expand on the details at the Public Hearing scheduled for June 1, 2026, at 6:30 p.m.

Motion to adopt Resolution No. 2026-122 Receiving Feasibility Report and Calling for a Public Hearing on Improvements for the 5th Street Reconstruction Project was made by Council Member Grengs, seconded by Council Member Siddons.

MOTION CARRIED.

10. ITEMS REMOVED FROM CONSENT AGENDA

Consent Agenda Item 8.6 *Firefighter Retirement*. Fire Chief Justin Sorenson stated that Brandon Kolesar has honorably served the Waconia Fire Department for 30 years, concluding his service on April 4th. Fittingly, on his final day, he responded to a structure fire as the driver of the first engine—demonstrating his unwavering dedication to protecting the community until the very end of his career. Throughout his tenure, Brandon was a committed and valued member of the department with a particular passion for training and public education. He served as Captain and was promoted to Assistant Chief of Training in 2012, where he played a key role in strengthening the department's training programs. He developed a public education initiative that reached approximately 500 elementary school students annually, helping raise safety awareness in the community. Brandon was instrumental in securing donations funding the department's rescue boat, appropriately named "The Guardian." His leadership and dedication extended beyond operations, as he served as a mentor to countless firefighters, consistently sharing his knowledge and experience to support their growth. Additionally, Brandon was instrumental in the department's transition to a career Fire Chief model and served as co-interim Fire Chief through several leadership changes, providing stability and guidance during those times. Brandon's legacy is one of service, leadership, and commitment. His contributions have made a lasting impact on the Waconia Fire Department and the community it serves. On behalf of the City of Waconia, we extend our deepest gratitude and wish him all the best in his retirement.

Mayor Litfin presented Brandon with a certificate thanking him for his service and commitment. Brandon thanked the Council and the Waconia Fire Department family.

11. BOARD REPORTS

1) Staff Reports

Sgt. Howard provided the Council with an update stating that last month the department participated in the career fair/expo at the Waconia High School, participated in Wild About Wheels, and assisted in Lola's half-marathon in Waconia. The focus for the month of April was distracted driving, and the Department issued six citations for drivers on cell phones while driving, with 40 issued in Carver County.

The department is currently working on three recognized issues in the City.

1. Nerf Wars. The department is requesting juveniles to be very careful as the Nerf wars are causing disturbances and there will be enforcement actions taken.

2. Fraud and scams are on the rise with seven in the month of April reported. Sgt. Howard is requesting all residents be conscious of odd phone calls and what information you provide over the phone.

3. E-Bikes are becoming more and more popular across our community and the Department is seeing an increase in unsafe and illegal use on streets, sidewalks, and trails. Sgt. Howard is reminding everyone a violation of the e-bike law comes with a cost of approximately \$100 per citation. Also, a parent can be charged with contributing to the delinquency of a minor, which is a gross misdemeanor offense. The e-bike can be sized, and the parent will then be responsible for the e-bike. To keep everyone safe, the Carver County Sheriff's Office is actively enforcing Minnesota's e-bike laws in Waconia. Riders who violate these laws will receive citations. This can include citations to both the children and parents of e-bike users.

KNOW THE BASICS:

E-Bike Classes (Max 750 watts):

Class 1: Peddler assist only, up to 20 MPH

Class 2: Throttle + Peddle assist, up to 20 mph

Class 3: Peddler + assist only, up to 28 MPH (throttle limited to 20 MPH)

KEY RULES:

Riders must be 15+ years old

Follow all traffic laws (signals, speed limits, etc.)

No modifying bikes to exceed speed limits

Yield to pedestrians and ride courteously

Helmets not required, but highly recommended.

No motorized vehicles on trails.

Saturday, May 9th, is the fishing opener and the department will be patrolling Lake

Waconia. Sgt. Howard reminded residents to be sure to have all licenses and proper equipment.

On May 20th at the Public Services Open House, the Department will conduct a canine officer demonstration for the public.

2) Councilmember Siddons

Nothing to report.

3) Councilmember Coleman

Nothing to report.

4) Councilmember Gleason

Nothing to report.

5) Councilmember Grengs

Nothing to report.

6) Mayor Litfin

Mayor's Report for May 4, 2026:

On Wednesday, April 22, attended the WYMAC group's Community Earth Day event. Thank you to the Waconia High School students, St. Joseph's School, and Trinity Lutheran School students who participated. It was a great community-building day for everyone involved. Thank you as well to the event sponsors: Koch Bus, Domino's of Waconia, Chick-fil-A of Chanhassen, The Waconia West Carver Rotary Club, and the City of Waconia.

On Saturday, April 25, attended the annual Waconia Lions Wild Game Feed at the Carver County Fairgrounds. It was a very nice crowd, and it is always enjoyable to attend each year. Congratulations to the Lions on another wonderful community-building event.

The next *Mayor is in Session* will be held on Wednesday, May 6, at City Hall beginning at 7:30 a.m. Residents are encouraged to stop by and discuss any topic.

On Saturday, May 2nd, I served as announcer for the Lola's Half Marathon and Run in downtown Waconia. It was a beautiful day with nearly 2,000 runners participating. Congratulations to Podium Sports on organizing a great event.

The next *Mayor is in Session* will be held on Wednesday, May 6, at City Hall beginning at 7:30 a.m. Residents are encouraged to stop by and discuss any topic.

At this Meeting, Council approved a Special Event Permit for the June 11 Marching

Band Park Performance at Brook Peterson Park.

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

Motion to adjourn the May 4, 2026, Waconia City Council Meeting was made by Council Member Coleman, seconded by Council Member Gleason at 6:45 p.m.

Tim Litfin, Mayor

ATTEST: _____
Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.2. Approve May 18, 2026 Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action:	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve May 18, 2026 Expenditures	
EXPLANATION OF AGENDA ITEM:	
Attached are the claim and disbursement registers for the City of Waconia as of May 18, 2026. Payments are made to vendors via check, electronic payment, and through the City's purchasing card program.	
ATTACHMENTS:	
None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.3. Safari Island Community Center Expenditures from Sports Facilities Companies Incurred April 2026	
Originating Dept: Finance	
Presented By: Amanda Ortloff	
Previous Council Action: None	
Item Type:	Consent
<p>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Safari Island Community Center Expenditures from Sports Facilities Companies Incurred April 2026</p> <p>EXPLANATION OF AGENDA ITEM:</p> <p>Sports Facilities Companies has provided the attached report for expenditures paid in April 2026. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Safari Island Community Center.</p> <p>ATTACHMENTS:</p> <p>None</p>	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Safari Island	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.4. Ice Arena Expenditures from Sports Facilities Companies Incurred April 2026	
Originating Dept: Finance	
Presented By: Amanda Ortloff	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred April 2026	
EXPLANATION OF AGENDA ITEM: Sports Facilities Companies has provided the attached report for expenditures paid in April 2026. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Waconia Ice Arena.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Ice Arena	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.5. Contractor Pay Request - CSAH 10 Trail Project to GMH Asphalt, Inc. #1	
Originating Dept: Finance	
Presented By: Amanda Ortloff	
Previous Council Action: Resolution No. 2026-022 Ordering Preparation of Plans & Specifications and Authorizing Advertisement for Bids - CSAH 10 Connector Trail Resolution No. 2026-090 Authorizing Joint Powers Agreement with Carver County for Hwy 10 Regional Trail Connection Project Resolution No. 2026-102 Authorizing Award of Construction Contract for the Hwy10 Regional Trail Connection Project	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve CSAH 10 Trail Project Pay Request No. 1 to GMH Asphalt, Inc.	
EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the CSAH 10 Trail Project and recommends payment of \$19,135.85 based on the engineering request for payment. This payment represents approximately 6% of the total approved contract for the project.	
ATTACHMENTS: 1. CSAH 10 Trail Payment #1 Bolton & Menk	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> 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

May 13, 2026

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

**RE: CSAH 10 Trail Project
Payment Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 1 for work completed through 5/12/2026 on the above-referenced project. The work completed includes payment for mobilization, traffic control, sign salvaging, and common excavation.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$19,135.85** to GMH Asphalt, Inc. 100% of this requested payment is for the trail system.

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: May 18, 2026	
Item Name: 8.6. Highway 5 Reconstruction MnDOT Contract #1062988	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action:	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-123 appointing the MnDOT Commissioner as agent to accept federal funds and approve contract.	
EXPLANATION OF AGENDA ITEM:	
<p>The City had been awarded \$5 million in federal funds through the regional solicitation process for the 2026 Highway 5 Phase 2 reconstruction project. Because municipalities receiving more than \$5 million in federal funds are required to have a fiscal agent to facilitate authorization and reimbursement of eligible project expenses, MnDOT will serve in that role for the project. This agreement allows MnDOT to act as fiscal agent for pass-through funds and assist with project cash flow as eligible expenses are incurred during construction.</p> <p>Staff recommends approval of the contract and resolution.</p>	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution No. 2026-123 MnDOT Commissioner as Agent 2. MnDOT Agreement No. 1062988 	
FINANCIAL IMPLICATIONS: None	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-123**

**APPOINTING MnDOT COMMISSIONER OF TRANSPORTATION
AS AGENT OF THE CITY TO ACCEPT FEDERAL FUNDS**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Waconia to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed for and on behalf of the City of Waconia to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation MnDOT Contract Number 1062988”, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

May 6, 2026

Mr. Jake Saulsbury
City of Waconia Engineer
2638 Shadow Lane
Waconia, MN 55318-4319

SUBJECT: SP 231-010-010/231-110-004/1002-131, STBG 1026(138)
Highway 5 Reconstruction
MnDOT Contract Number 1062988

Dear Mr. Saulsbury:

This type of agreement is written when the city of Waconia is scheduled to receive more than \$5,000,000 in federal funds. The way authorization works with the FHWA, all funds are tied up at authorization unless it is Advance Constructed. With large amounts of federal funds, the funds are converted as the City requests reimbursement, which helps the federal funds cash flow for MnDOT. Attached is the agency agreement between the City of Waconia and MnDOT, which allows for MnDOT to act as the City of Waconia's agent in accepting federal aid in connection with the above referenced project.

Please review and if approved, have all copies signed. A City Council resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 612.271.6210.

Sincerely,

Angela Murphy, PE
Federal Plans Engineer

Enclosures

Cc: Dan Erickson— DSAE
Robin Sterzinger—Finance
File

An Equal Opportunity Employer



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: SP 231-010-010/231-110-004/1002-131

FAIN/Mn Proj. Number: STBG 1026(138)

This Agreement is entered into by and between the City of Waconia (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. MnDOT Contract Number 1052225 which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government’s agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the “Project”; and
3. The Local Government is proposing a federal aid Highway 5 Reconstruction hereinafter referred to as the “Project”; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2026, and is identified in MnDOT records as State Projects 231-010-010/231-110-004/1002-131, and in Federal Highway Administration (“FHWA”) records as Minnesota Project STBG 1026(138); and
5. The differences between planned Obligation Authority and actual Obligation Authority has resulted in the need to have projects with anticipated federal funds greater than \$5,000,000 advance construct the project until costs begin to be incurred for the project; and
6. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
7. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government’s Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number 1052225, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT’s Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number 1052225, which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government’s State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

- 4.1. The Local Government must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement (“end date”). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$13,780,273 and that the anticipated federal funding will be \$7,000,000. The remaining share will be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.2. The Local Government will request reimbursement of the federal aid share of the federally eligible costs after funding and obligation authority are available.
- 5.3. If the project is converted to federal funding before completion and final acceptance, the Local Government will make requests for reimbursement as partial estimates and will comply with the payment provisions in MnDOT Contract Number 1052225 which is incorporated by reference, and 2 CFR Part 200.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or their successor.

Title: Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

MnDOT’s Authorized Representative has the responsibility to monitor Local Government’s performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT’s Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Jake Saulsbury_____, or their successor.

Title: City of Waconia Engineer_____

Phone: 612-756-4319_____

Email: jake.saulsbury@bolton-menk.com_____

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 13.3.1. Funding is not obtained from the Minnesota Legislature; or
 - 13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for

services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

- 13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
17. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the

non-Federal entity including the manner by which it will be effected and the basis for settlement.

- 17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations

issued by the awarding agency.

- 17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. Local Government will comply with 2 CFR § 200.323.
- 17.1.11. Local Government will comply with 2 CFR § 200.216.
- 17.1.12. Local Government will comply with 2 CFR § 200.322.
- 17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies and the US Office of Management and Budget, as applicable.

17.5. **Federal Funding Accountability and Transparency Act (FFATA).**

17.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Waconia

City of Waconia certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Waconia to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the **Mayor* and the **Clerk* are hereby authorized and directed for and on behalf of the City of Waconia to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1062988", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of the City of Waconia

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Waconia at a duly authorized meeting thereof held on the ____ day of _____, 20____, as shown by the minutes of said meeting in my possession.

Clerk

Notary Public

My Commission expires _____

(SEAL)



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 18, 2026
Item Name:	8.7. Accept Proposal for Pavement Preservation Program
Originating Dept:	Public Services
Presented By:	Mike Dressel, Jon Haukaas
Previous Council Action:	Adopt Resolution No. 2025-286 Authorizing Staff to Solicit Pricing for 2026 Capital Projects and Equipment Acquisitions.

Item Type:	Consent
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-124 Accepting Proposal for Annual Pavement Maintenance.

EXPLANATION OF AGENDA ITEM:

In preparation for the City's annual preventative pavement maintenance, staff solicited quotes for the following pavement maintenance, which includes pavement sealing, crack sealing and pavement markings.

Pavement Sealing

Last year, the City used Corrective Asphalt Materials (CAM) to apply an Asphalt Rejuvenator called Reclamite to the streets, trails and parking lots with great success. Staff again worked with CAM to obtain pricing for the highest priority roadways, parking lots and trails. CAM is the only vendor serving the Twin Cities area providing this type of asphalt material. This year's pricing increased \$0.11/SY from \$1.10/SY to \$1.21/SY. Funds are identified and available in the Streets and Parks Operating budgets for pavement preservation. Based on priorities and budget, staff is recommending application of this preservative to the streets, parking lots and to selected trails as identified in the attached maps.

Crack Sealing

Each year, the City places an emphasis on crack sealing streets, parking lots, and trails in efforts to reduce water penetration into the street sub-base, which is a major cause of pothole activity. On an annual basis, the City cracks seals approximately 35,000 lineal feet. Funds are identified and available in the Streets and Parks Operating budget for pavement preservation. Staff solicited quotes from three contractors who perform this type of work.

Contractor	Price Per Lineal Foot
Bargen Incorporated	\$1.55
Allied Blacktop Co.	\$1.30
ASTECH	\$0.87

Pavement Markings

The city budgets for pavement markings as part of the Pavement Preservation Program. Pavement markings are important because they provide clear visual guidance that helps keep roads safe and organized. They communicate information quickly to drivers, cyclists, and pedestrians without requiring them to read signs constantly. Staff solicited quotes from three contractors, of which only one submitted a bid.

Contractor	Long Line Street Markings	Symbol Markings	Stall Striping	Removal & Stripe Olive Street	Total Bid Price
Sir Lines-A-Lot	\$6,512.00	\$19,995.00	\$4,320.00	\$5,970.00	\$36,797.00
Safety Signs	No Bid	No Bid	No Bid	No Bid	No Bid
All State Traffic	No Bid	No Bid	No Bid	No Bid	No Bid

Costs and Funding

The total cost of the proposed work is \$258,787.63. Staff budgeted \$270,000.00 in the Preventative Pavement Maintenance in the Streets and Parks operating budget. If approved, this project would be \$11,212.37 under budget.

Contractor	Bid
Corrective Asphalt Materials	\$187,190.63
ASTECH	\$34,800.00
Sir Lines-A-Lot	\$36,797.00
Total Cost	\$258,787.63

Funding Source	Amount
Preventative Pavement Street Sealing	\$115,000.000
Preventative Pavement Parking Lot Sealing	\$50,000.00
Preventative Pavement Crack Sealing	\$40,000.00
Preventative Pavement Trail Sealing	\$25,000.00
Preventative Pavement Striping	\$40,000.00
Total Budget	\$270,000.00

Staff recommends the acceptance of the proposal from Corrective Asphalt Materials, Sir Lines-A-Lot, and ASETCH for the 2026 Pavement Preservation Program.

ATTACHMENTS:

1. 8.4a Resolution No. 2026-124
2. 2026 Pavement Seal Location Map
3. 2026 Trail Sealing Location Map
4. 2026 Crack Seal Location Map
5. 2026 Striping Location Map
6. Corrective Asphalt Materials Proposal
7. Astech Crack Seal Proposal
8. Sir Lines-A-Lot Proposal

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

**CITY OF WACONIA
RESOLUTION NO. 2026-124**

**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 an annual preventative pavement maintenance program; and

WHEREAS, the city solicited quotes for pavement sealing, crack sealing and pavement markings; and

WHEREAS, Corrective Asphalt Materials (CAM) is the only company providing Reclamite which is a maltene-based petroleum asphalt rejuvenator and service in the Twin Cities area and has successfully completed similar projects over the past ten years in multiple local cities such as Woodbury, Eden Prairie, Richfield, Shakopee, Rogers and others; and

WHEREAS, CAM has provided a quote in the amount of \$187,190.63 to apply pavement rejuvenator to our roadways, parking lots, and trails; and

WHEREAS, Asphalt Surface Technologies Corporation (ASTECH) submitted a quote in the amount of \$34,800.00 to furnish all labor, materials and equipment for our proposed crack sealing; and

WHEREAS, Sir Lines-A-Lot submitted a quote in the amount of \$36,797.00 to furnish all labor, materials and equipment for our proposed pavement markings; and

WHEREAS, Staff recommend approval of the proposals from Corrective Asphalt Maintenance, ASTECH and Sir Lines-A-Lot for the proposed work,

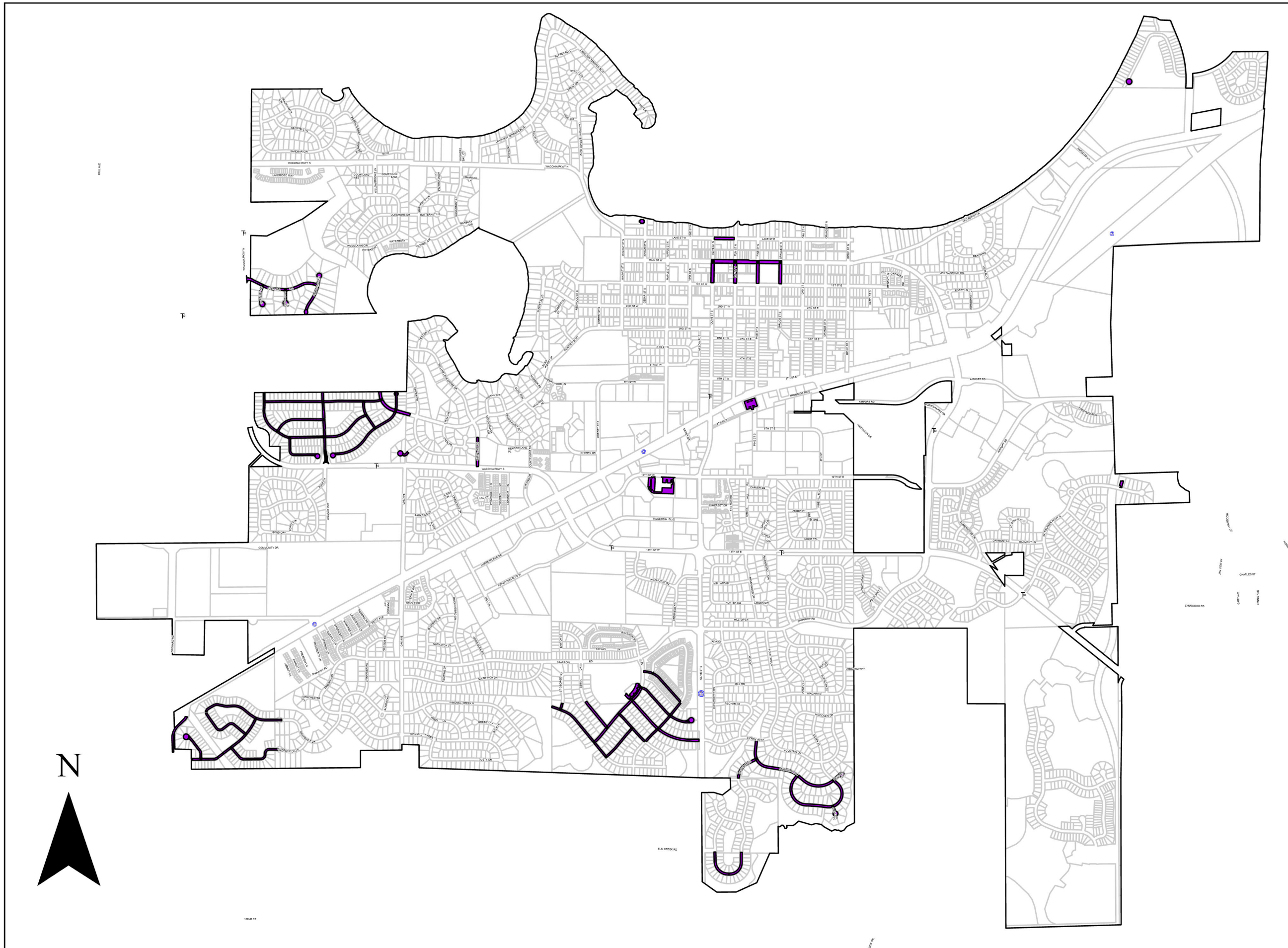
NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acceptance of the following proposals from Corrective Asphalt Materials, ASTECH, and Sir Lines-A-Lot for a total amount of \$258,787.63.

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

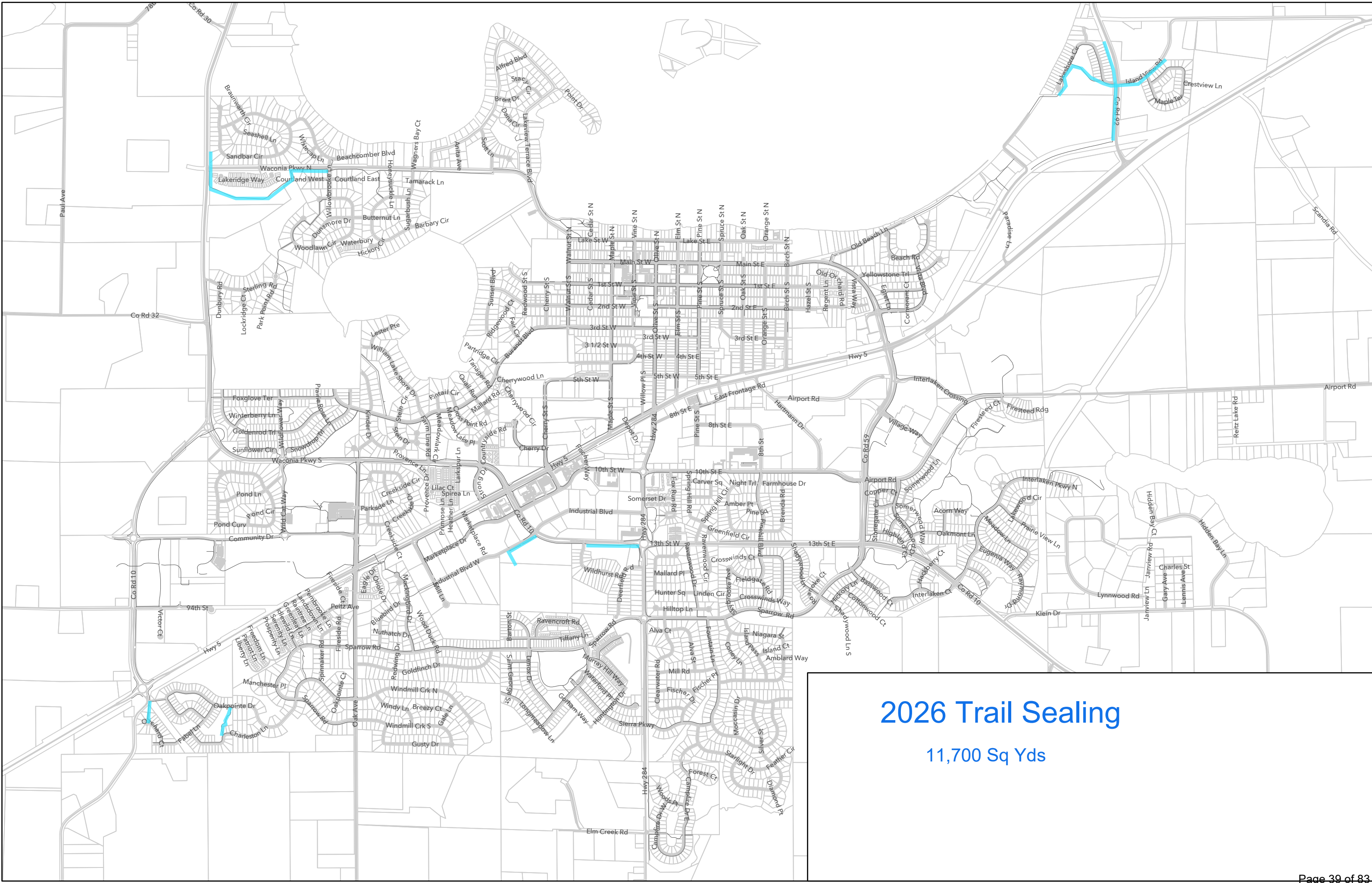
2026 Pavement Seal Project



Legend

 2026 Pavement Seal Routes

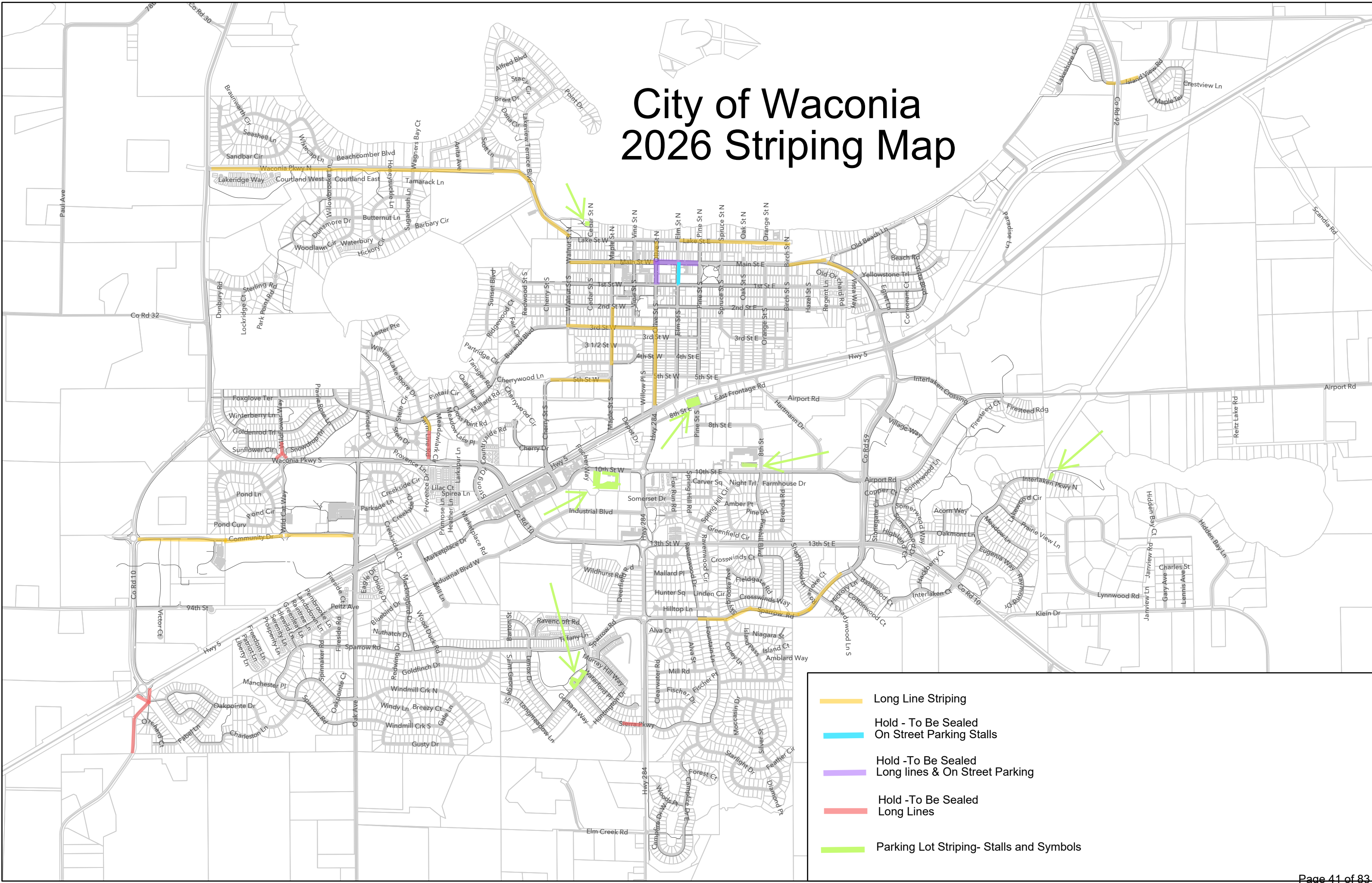
0 0.13 0.25 0.5 Miles








2026 Trail Sealing

11,700 Sq Yds

City of Waconia 2026 Striping Map



	Long Line Striping
	Hold - To Be Sealed On Street Parking Stalls
	Hold -To Be Sealed Long lines & On Street Parking
	Hold -To Be Sealed Long Lines
	Parking Lot Striping- Stalls and Symbols

Corrective Asphalt Materials

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

April 21, 2026

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 project. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to 154,703 SY of selected asphalt pavement including Bike Trails**
- **CAM's responsibilities:**
 - **Furnish and apply Reclamite**
 - **Furnish and apply lime screenings (No sanding of bike trails)**
 - **Resident notifications and no parking signage as needed**
 - **All traffic control and signs related to project**
 - **Manage any complaints or issues that may arise from application**

• **Unit Price: \$1.21 SY**

Total Price \$187,190.63

Dwayne Lane, Operations Manager, will be contacting you to schedule the project.
Info: dwayne.lane@cammidwest.com, Cell: 952-270-9330

Billing Information (please fill out upon acceptance)

Name: _____

Address: _____

Phone Number: _____

Thank you again for the opportunity. We look forward to providing our professional services.

Sincerely,
Dwayne W. Lane
Operations Manager

Bella Dangelo
Business Development

APPROVED BY:

Sign

Date



Asphalt Surface Technologies Corporation
P.O. Box 1025
St Cloud, MN 56302
Phone: 320-363-8500
Fax 320-363-8700
 AN EQUAL OPPORTUNITY EMPLOYER

TO: CITY OF WACONIA	PHONE: 925-442-2615	DATE: 5-6-26
STREET: 310 E 10 TH STREET	JOB NAME: CRACK FILLING	JOB #: K26-118
CITY: WACONIA, MN 55387	JOB LOCATION: AS PER YOUR MAP	
ATT: MIKE DRESSEL	FAX:	Direct: 952-442-5802

We hereby submit specifications and estimates for: **CRACK FILLING**

Cracks are to be blown clean by means of compressed air.

Cracks are to be filled with hot pour rubberized crackfiller. (MN DOT 3723)

Traffic will not be allowed on sealed area until material has cured properly.

Cracks will be covered with single ply paper to prevent tracking.

New, untreated cracks will be routed ¾" X ¾" to 1"X1" as needed.

*Cracks greater than 1.5" wide should not be treated with this process.

*Alligatored areas should not be treated with this process.

Price includes all labor, equipment, materials, and cleanup.

If you have any questions feel free to call me.

40,000 LN FT X \$0.87 = \$34,800.00

We Propose herby to furnish materials and labor to complete in accordance with above specifications, for the sum of **\$34,800.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

DOUG WELK

Proposal may be withdrawn if not accepted within 30 days.

Date of Acceptance:

Signature:



Sir Lines-A-Lot is an Equal Opportunity Employer

7175 Cahill Road - Edina, MN 55439
 Phone: (952)-913-8382 Email: sales@linesalot.com
 www.linesalot.com

PROPOSAL

To: City Of Waconia	Contact:
Address: Waconia, MN	Phone:
	Email:
Project Name: Waconia 2026 Striping	Bid Number: H26-0695
Project Location: City Of Waconia, MN	Bid Date: 5/6/2026

Item #	Item Description	Estimated	Unit	Unit Price	Total Price
Base Bid					
1	LONG LINE STREET MARKINGS	148.00	GAL	\$44.00	\$6,512.00
2	SYMBOL MARKINGS	129.00	GAL	\$155.00	\$19,995.00
3	PARKING LOT/STALL STRIPING	36.00	GAL	\$120.00	\$4,320.00
Total Price for above Base Bid Items:					\$30,827.00
Optional Alternate					
4	REMOVE & STRIPE OLIVE STREET S PER MAP	1.00	LS	\$5,970.00	\$5,970.00
Total Price for above Optional Alternate Items:					\$5,970.00

Total Bid Price: \$36,797.00

Notes:

- 1. This quote includes up to **TWO** mobilizations to complete the entire project. Additional, if requested, are **\$750.00** each.
- 2. Does not include any signage, brooming, trail striping, or Tabbing of pavement markings.
- 3. Owner/engineer to provide maps to SLAL crews prior to Striping.
- 4. Does not include payment/performance bond. Prevailing wages not included.
- 5. This quote is valid for up to 60 Days after Bid Date. Must receive signed quote or contract within this timeframe.
- 6. Quantities listed above are estimates only. Final quantities will be invoiced.
- 7. Scope of work is limited to "re-striping" existing pavement markings only. Any layout of new markings is NOT included and will require a change order.
- 8. Optional Alternate scope of work includes removal via water blasting, and Striping new layout per the attached map on Olive Street S.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Sir-Lines-A-Lot</p> <p>Authorized Signature: _____</p> <p>Estimator: TJ Phillips (612) 434-0090 tj.phillips@linesalot.com</p>
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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.8. Lake Waconia Park Trail Maintenance JPA	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve JPA for winter trail maintenance with Carver County.	
EXPLANATION OF AGENDA ITEM:	
<p>Since 2022 the City has been performing winter ice and snow removal on a segment of trail within Lake Waconia Regional Park. This segment connects two municipal trail segments that we perform ice and snow control on. The County reimburses the City \$500 per season to perform this activity. The agreement extends the maintenance agreement for winter snow removal through 2031.</p>	
ATTACHMENTS:	
1. Winter Trail Maintenance Agreement between Carver County, CCRRA, 2026	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

Close

JPA for Winter Trail Maintenance between Carver County, CCRRA, and City of Waconia - 2026			
Contract #	26-055	Contract Start Date	
External Parties	CITY OF WACONIA	Contract End Date	4/15/2031
		Previous Related Contract #	22-142
Originator	<input type="checkbox"/> Hope Mack	Contract State	Renewal
Division/Department	Public Works:Parks		
Type of Contract	Other		
Type of Contract Explanation			
Fiscal Amount	\$1,750.00	Fiscal Terms	Per JPA
Quotes and Bids Obtained	No		
Local Preference Considered	No		

This agreement is setting forth the understanding between Carver County and the City of Waconia regarding the winter snow removal the City will perform on Carver County Destination Trails located within the city of Waconia.

Submit	Completed
Submitter	<input type="checkbox"/> Hope Mack
Submit Date	4/22/2026
Attorney	Approved
Attorney Approval Date	4/23/2026
Attorney Approver	<input type="checkbox"/> Patrick Conness
Risk	Approved
Risk Approval Date	4/24/2026
Risk Approver	<input type="checkbox"/> Sonja Wolter
Division	Approved
Division Approver	<input type="checkbox"/> Lyndon Robjent
Division Approval Date	4/27/2026

**JOINT POWERS AGREEMENT FOR
WINTER TRAIL MAINTENANCE
BETWEEN CARVER COUNTY, CARVER COUNTY REGIONAL RAILROAD
AUTHORITY, AND CITY OF WACONIA**

This Joint Powers Agreement for Winter Trail Maintenance (“**Agreement**”) is entered into between the County of Carver, a political subdivision and municipal corporation under the laws of the State of Minnesota, (“**County**”), the Carver County Regional Railroad Authority, a political subdivision and local government unit under the laws of the State of Minnesota, (“**CCRRA**,”) and the City of Waconia, a political subdivision and municipal corporation under the laws of the State of Minnesota, (“**City**.”) The County, the CCRRA, and the City each may be referred to individually hereinafter as a “**Party**,” and both may be referred to collectively hereinafter as the “**Parties**.”

RECITALS

WHEREAS, the County has authority under Minnesota Statutes §373.03, Subd. 1 and 398.32 to improve, maintain, supervise, control and operate County-owned land which the County deems suitable for use by County residents for outdoor recreational purposes; and

WHEREAS, the CCRRA has authority under Minnesota Statute § 398A.04, Subd. 1(3) to construct, operate, and maintain a public recreational trail for public outdoor recreational purposes on its real property; and

WHEREAS, the City has authority under Minnesota Statutes §§412.211 and 412.221 to improve, maintain, and supervise City-owned land for outdoor recreational purposes; and

WHEREAS, either the County or the CCRRA owns the destination public recreational trails that are located within the corporate limits of the City, and which are identified on Exhibit A, “**Trails**;” and

WHEREAS, Minnesota Statutes, §471.59, Subd. 1(a), allows two governmental units by an agreement entered into through action of their governmental bodies to jointly or cooperatively exercise any power common to those contracting parties; and

WHEREAS, the County, the CCRRA, and the City wish to enter into a cooperative agreement with one another regarding winter maintenance of the Trails.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other, and for other good and valuable consideration, the receipt of which the Parties acknowledge to be sufficient, the Parties stipulate and agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth and memorialize the obligations and rights of each Party with respect to the winter maintenance of the Trails.

2. **Term of Agreement**
 - A. **Effective Date:** This Agreement shall be effective on the date that the Parties fully execute this Agreement, whichever is later, “**Effective Date.**”

 - B. **Initial Term.** The initial term of this Agreement shall be from the Effective Date until the expiration date of April 15, 2031, “**Initial Term.**”

 - C. **Automatic Renewal.** The Initial Term of this Agreement shall renew automatically each November 1st and end the following April 15th until either Party gives the other written notice to the other Party, at least thirty (30) days in advance, of its intent to terminate the Agreement. Provided either Party timely gives such notice, this Agreement shall expire at the end of the then current renewal term, as applicable and no further renewals shall occur. If not sooner terminated, the term of this Agreement will automatically expire on April 15, 2031, without further renewal.

3. **Survival of Terms.** All clauses that impose obligations continuing in their nature and which must survive to give effect to their meaning shall survive the expiration or earlier termination of this Agreement, including, without limitation, the following clauses: 8. *Liability*; 9. *Insurance*; 11. *Worker Compensation Claims*; 13. *Government Data Practices*; 14. *Governing Law*; 15. *Venue and Jurisdiction*; and 17. *Force Majeure*.

4. **City Responsibilities**
 - A. **Winter Maintenance of the Trails.** The City shall perform the following winter maintenance of the Trails according to the following requirements:
 - The Trails shall be maintained to a standard of removing snow of two inches (2") or greater a snow event, and in a manner consistent with the City's own standard snow control procedures.
 - If the City is unable to perform the required snow removal within forty-eight (48) hours after any snow event, then the City shall contact the County and provide an anticipated completion time.
 - The City shall repair all trail surface damage that occurs as a result of its own negligent snow removal procedures. This provision specifically excludes normal wear and tear of the pavement condition resulting from regular snow

removal procedures.

5. County Payment Responsibilities.

A. The County shall pay Five Hundred Dollars and No Cents, (\$500.00) to the City per mile of the Trails per snow season (November 1st through April 15th) upon receipt of an invoice for said work from the City.

6. Miscellaneous

A. Beyond those obligations that are expressly contained within this Agreement, and unless covered by another agreement, the City shall have no other maintenance responsibilities regarding the Trails

B. To the extent reasonably practicable, the City must inform the County promptly of any safety concerns on the Trails that the City observes while performing the winter maintenance activities required under this Agreement.

C. The segments of the destination public recreational trails that are located within the corporate limits of the City, subject to the requirements of this Agreement, and which constitute the Trails under this Agreement may be reclassified by the Parties by updating Exhibit A, provided, however, that such reclassification requires an amendment in accordance with Section 19 of this Agreement.

7. Authorized Representatives. Each Party's Authorized Representative shall be responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

A. County and CCRRA. The County's and CCRRA's Authorized Representative shall be:

Name: Martin Walsh
Title: Carver County Parks and Recreation Director
Address: 11320 Highway 212, Cologne, MN 55322
Telephone Number; (952) 466-5252
Email: mwalsh@carvercountymn.gov

B. City. The City's Authorized Representative will be:

Name: Jon Haukaas
Title: Public Services Director
Address: 310 10th Street E, Waconia, MN 55387
Telephone: 952-442-4265
Email: jhaukaas@waconiamn.gov

8. **Liability.** Each Party shall be responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes, Chapter 466 and other applicable law govern liability of the County and the City.

Each Party (the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party, its agents, and employees against any claim arising out of or resulting from the performance of this Agreement by the Indemnifying Party; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Indemnifying Party, its officers, agents, employees, subcontractors or anyone for whose acts the Indemnifying Party may be liable.

9. **Insurance.** Each Party shall carry insurance sufficient to meet its maximum liability limits under Minnesota Statute §466.04. The City will furnish the County with a Certificate of Insurance listing Carver County as an "Additional Insured" in all coverage areas except Workers' Compensation and Professional Liability.

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

11. **Worker's Compensation Claims.** Each Party shall be responsible for its own employees for any claims arising under the Minnesota Workers Compensation Act.

12. **Nondiscrimination.** Neither Party to this Agreement shall violate any federal or state laws prohibiting discrimination.

13. **Government Data Practices.** Each Party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by each Party under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Party.

14. **Governing Law.** Minnesota law governs the validity, interpretation and enforcement of this Agreement.

15. **Venue and Jurisdiction.** Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

16. **Termination.** This Agreement may be terminated by mutual agreement of the Parties or pursuant to Section 2 of this Agreement.
17. **Force Majeure.** Neither Party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a Party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
18. **Assignment.** Neither Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
19. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Agreement, or their successors in office.
20. **Waiver.** If any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or the Party's right to subsequently enforce it.
21. **Binding and Complete Contract.** This Agreement contains all prior negotiations and agreements, with respect to winter maintenance of the Trail, between the County and the City, and constitutes a binding and complete contract. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.
22. **Exhibits.** The exhibits attached to this Agreement and the provisions contained in such exhibits are incorporated by reference as terms of this Agreement.
23. **Recitals.** Each of the provisions contained in the introductory paragraph and any recitals of this Agreement are true and correct and are incorporated as terms of this Agreement in their entirety, as if set forth fully herein.
24. **No Third-Party Beneficiaries.** Nothing in this Agreement creates any obligations to any person or entity that is not a Party to this Agreement.
25. **Time.** All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday.
26. **Time is of the essence.** Time is of the essence for all obligations of this Agreement.

SIGNATURE PAGE

COUNTY OF CARVER

The undersigned certify that they have lawfully executed this contract on behalf of Carver County as required by applicable resolutions or ordinances.

Dated: _____

By: _____

Name: Tom Workman

Its: Chair, Board of Commissioners

Dated: _____

By: _____

Name: Dave Hemze

Its: County Administrator

CARVER REGIONAL RAILROAD AUTHORITY

The undersigned certify that they have lawfully executed this contract on behalf of Carver County Regional Railroad Authority as required by applicable resolutions or ordinances.

Dated: _____

By: _____

Name: Tom Workman

Its: Chair, Board of Commissioners

Dated: _____

By: _____

Name: Dave Hemze

Its: County Administrator

CITY OF WACONIA

The undersigned certify that they have lawfully executed this contract on behalf of the City of Waconia as required by applicable resolutions or ordinances.


Dated: _____

By: _____

Name: Tim Liftin

Its: Mayor

Dated: 04/29/26

By: 

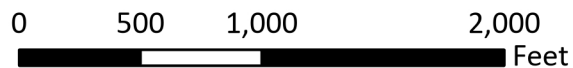
Name: Jon Haukaas

Its: Public Service Director


Exhibit A - City of Waconia



This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



Public Works Division
 11360 Hwy 212, Suite 1
 Cologne, MN 55322
 (952) 466-5200
 Created: 4/14/2026





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 18, 2026
Item Name:	8.9. Updates to the Manual of Design and Construction Standards - May 2026
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action: Resolution No. 2025-042 Adopting the Manual of Design and Construction Standards for the City of Waconia	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-125 Updates to the Manual of Design and Construction Standards and Standard Details	
EXPLANATION OF AGENDA ITEM:	
<p>The City of Waconia adopted an official Manual of Design and Construction Standards on February 3, 2025, to provide a standardized and authoritative reference for construction development practices within the city.</p> <p>This manual outlines certain requirements, materials, and standards that should be incorporated into the preparation of plans and specifications for city infrastructure, including sanitary sewer, storm sewer, watermain, street construction, and landscaping. The requirements contained in this document are minimum general requirements for construction within the City of Waconia. The City Engineer or City staff may require additional information and increase the minimum requirements on any project.</p> <p>All projects and submittals require approval by the City Planning Commission and City Council. Conditions of these approvals may exceed the requirements outlined in this manual. Additional permits and/or requirements of other government agencies may exceed requirements contained in this manual. This manual is NOT a specification in itself.</p> <p>Developers and their Engineers in charge of construction activity within the City are expected to prepare a complete and competent set of specifications for their work. This manual is intended as a reference source of information, standards and data. Particular sections or information in this manual may be incorporated into project specifications by reference as deemed appropriate by the City, provided this manual is made available to those to whom the reference is intended.</p> <p>Developers and their Engineers must comply with the requirements outlined in this manual. Furthermore, this manual references and integrates existing construction documents and specifications set forth by the Minnesota Department of Transportation (MnDOT), the City Engineers Association of Minnesota (CEAM), and other such specifications. By doing so, it ensures that all construction activities meet the highest standards of safety, efficiency, and durability as established by these authoritative bodies. Staff recommends approval.</p> <p>The key benefits of adopting this manual include:</p>	

1. Consistency in Development: Providing a standardized approach to construction across all projects.
2. Quality Assurance: Upholding the City’s commitment to high-quality infrastructure.
3. Guidance for Developers: Offering a clear framework that developers can rely on for compliance with City requirements.
4. Integration with Existing Standards: Aligning local construction practices with established MnDOT and CEAM specifications.
5. Efficiency in Plan Review: Streamlining the plan review process by providing a clear, consistent set of standards, thereby reducing review times and facilitating faster project approvals.

Staff believe that the approval of these updates to the Waconia Manual of Design and Construction Standards and Construction Details will significantly contribute to the orderly and efficient development of the community. It reflects our dedication to maintaining the highest standards in public and private construction projects, fostering an environment of continuous improvement and innovation.

ATTACHMENTS:

1. Resolution No. 2026-125 Design and Construction Standards and Standard Details

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

**CITY OF WACONIA
RESOLUTION NO. 2026-125
RESOLUTION ADOPTING AN UPDATE TO THE
MANUAL OF DESIGN AND CONSTRUCTION STANDARDS**

WHEREAS, the City of Waconia adopted an official Manual of Design and Construction Standards on February 3, 2025, to provide a standardized and authoritative reference for construction development practices within the city; and

WHEREAS, this manual outlines certain requirements, materials, and standards as a reference source that should be incorporated into the preparation of plans and specifications for city infrastructure, including sanitary sewer, storm sewer, watermain, street construction, and landscaping; and

WHEREAS, the requirements contained in this document are minimum general requirements for construction within the City of Waconia, the City Engineer or City staff may require additional information and increase the minimum requirements on any project, and additional permits and/or requirements of other government agencies may exceed requirements contained in this manual; and

WHEREAS, this manual references and integrates existing construction documents and specifications set forth by the Minnesota Department of Transportation (MnDOT), the City Engineers Association of Minnesota (CEAM), and other such specifications to ensure that all construction activities meet the highest standards of safety, efficiency, and durability as established by these authoritative bodies.

WHEREAS, staff continuously reviews construction standards, development practices, and specifications for changes that should be updated and incorporated into the manual as noted in the attached Updated Manual of Design and Construction Standards for the City of Waconia.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia, Minnesota, hereby adopts these updates to the City of Waconia Manual of Design and Construction Standards and Standard Details.

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

Attest: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.10. 2026 2nd Quarter Budget Amendments	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-126 Approving 2026 2nd Quarter Budget Amendments	
EXPLANATION OF AGENDA ITEM:	
<p>City staff and council reviewed the final year-end budget to actuals for 2025 at a recent work session. Based on the year-end fund balance of the General Fund, an additional interfund transfer is recommended from the General Fund (101) to the PIR Capital Project Fund (103). The General Fund had a larger fund balance due to interest income, building permit, and license revenue. This increased interfund transfer to the capital project fund will allow for increased flexibility with upcoming capital project needs throughout the community.</p> <p>These budget amendments will be posted as of May 31, 2026, and will be reflected in the May 2026 budget to actual reports.</p>	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution No. 2026-126 Budget Amendment 2. Budget Amendment-Exhibit A 	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO 2026-126**

RESOLUTION APPROVING 2026 2nd QUARTER BUDGET AMENDMENTS

WHEREAS, the City Council of the City of Waconia, Minnesota adopted the 2026 General, Enterprise, Special Revenue, Capital Projects, and Debt Service Fund budgets on December 22, 2025; and

WHEREAS, changes are recommended to expenditure line items in the General Fund for interfund transfers out; and

WHEREAS, changes are recommended to revenue line items in the PIR Capital Project Fund for interfund transfers in; and

WHEREAS, the budget amendments will be posted in the City’s financial systems as of May 31, 2026 to be incorporated with budget to actual month end reporting; and

WHEREAS, City staff recommends budget amendments as identified in the attached document known as “EXHIBIT A”.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the 2026 2nd Quarter Budget Amendments as proposed.

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

2026 - 2nd Quarter Budget Amendments

Amendment Amount/Current Budget/New Budget

"EXHIBIT A"

Department	Line Item	Amount	Current Budget	New Budget	Revenue Expense	Description
General Fund	Interfund Transfer Out	\$ 500,000.00	\$ 2,514,675.00	\$ 3,014,675.00	Expense	After review of the year end budget to actual items, City staff and council discussed an additional interfund transfer from the General Fund to the PIR Capital Project Fund to continue funding of future capital projects.
PIR Capital Project Fund	Interfund Transfer In	\$ (500,000.00)	\$ (825,000.00)	\$ (1,325,000.00)	Revenue	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.11. Facade Improvement Grant 17 1st Street West	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-127 Accepting Facade Improvement Grant for 17 1st Street West	
EXPLANATION OF AGENDA ITEM:	
<p>Dave Delaney, owner of 17 1st Street West, has submitted a Facade Improvement Grant for eligible improvements related to the upkeep of the exterior of this multi-tenant retail and office property. The project will repair and replace rotted fascia, public-facing mansard roofing, and gutter sytem. The total project is \$10,685 and, once completed, will be eligible for grant funds of \$5,000.</p> <p>Staff reviewed the application materials and eligibility and recommends approval of the grant application.</p>	
ATTACHMENTS:	
1. Resolution No. 2026-127 Facade Improvement Grant for 17 1st Street West	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
<input type="checkbox"/> Non-Budgeted	Other:
<input type="checkbox"/> Amendment Required	

CITY OF WACONIA

RESOLUTION NO. 2026-127

RESOLUTION APPROVING FAÇADE IMPROVEMENT GRANT FOR 17 1ST STREET WEST

WHEREAS, the City has approved three economic development programs to support the downtown commercial core, commercial and industrial sectors, and small business start-ups; and

WHEREAS, the City has received a Façade Improvement for 17 1st Street West; and

WHEREAS, proposed work includes facia, gutters, and mansard roof sections; and

WHEREAS, the proposed work is consistent with the goals of the Façade Improvement Grant and Economic Development Programs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia approves the \$5,000 façade improvement grant at 17 1st Steet West once eligible expenses are incurred.

Adopted by the Waconia City Council this 18th day of May 2026.

Tim Litfin, Mayor

ATTEST: _____

Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.12. Waconia Works Loan, 136 Main Street West, Coney's Candies LLC	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-128 Approving Waconia Works Loan at 136 Main Street West	
EXPLANATION OF AGENDA ITEM:	
<p>City staff have received an application for the Waconia Works Loan program from Coney's Candies LLC. The owner, Crystal Jensen is opening a new business that will serve candy, dirty sodas, ice cream, and cotton candy at 136 Main Street West in downtown Waconia. Along with the acquisition of the building, there will be remodeling costs, equipment needs, and facade improvements. The owners have requested a ten-year loan totaling \$50,000 to assist with acquisition of the building. The total project costs for the start-up of this new business are estimated to be around \$740,391. The owner plans to make a cash contribution to the project of \$12,891 and has been working with a local bank for additional financing and funding. The owner has provided the application along with supporting documents requested under the program.</p> <p>Staff will work to get documents drawn up and signed by the borrowers. The borrowers will be required to sign a promissory note, loan agreement, and automatic payment agreement. The total amount requested will be amortized over a ten-year period with a 2.0% interest rate. Monthly payments under this program are requested to be paid to the City with electronic funds and are expected to start on August 1, 2026 as the business plans to open to the public on July 1. The total estimated monthly payment will be \$460.07.</p>	
ATTACHMENTS:	
1. Resolution No. 2026-128 Approving Waconia Works Loan Coneys	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Revolving Loan Fund (202)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION 2026-128**

**RESOLUTION APPROVING WACONIA WORKS LOAN
FOR CONEY'S AT 136 MAIN STREET WEST**

WHEREAS, the City has approved three economic development programs to support the downtown commercial core, commercial and industrial sectors, and small business start-ups; and

WHEREAS, the City has received a Waconia Works Loan application from Crystal Jensen, the owner of a new business known as Coney's Candies LLC which will be located at 136 Main Street West; and

WHEREAS, proposed project expenses include acquisition of the building, remodeling of the space, equipment acquisition, and façade improvements; and

WHEREAS, the purpose of the loan is consistent with the goals of the Waconia Works Loan and Economic Development Programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia approves the 10-year, \$50,000 Waconia Works Loan for Coney's located at 136 Main Street West.

Adopted by the Waconia City Council this 18th day of May 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 8.13. Optional 2 a.m. Closing Applications	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-129 Approving an Application for Optional 2:00 a.m. Closing — The Saloon. Adopt Resolution No. 2026-130 Approving an Application for Optional 2:00 a.m. Closing—Hoppers.	
EXPLANATION OF AGENDA ITEM:	
<p>The Waconia Saloon, Inc. dba The Saloon, located at 16 Elm Street South and P&D Incorporated dba Hopper's have submitted applications for Optional 2:00 a.m. Closing Liquor Licenses.</p> <p>At the June 16, 2023, Council Meeting, the Council amended Chapter 580 of the Waconia City Code to allow optional 2:00 a.m. closing for licensed establishments. If approved, the applications, along with payment, will be submitted to the Minnesota Department of Public Safety for review. The licenses will not become effective until the City receives approval from the Minnesota Department of Public Safety.</p>	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution No. 2026-129 The Saloon 2. Resolution No. 2026-130 Hoppers 	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-129**

**RESOLUTION APPROVING OPTIONAL 2:00 A.M. CLOSING FOR
WACONIA SALOON, INC dba THE SALOON**

WHEREAS, Waconia Saloon, Inc. dba The Saloon located at 16 South Elm Street has submitted an application for Optional 2:00 a.m. closing; and

WHEREAS, the City Council adopted an Ordinance amending Chapter 580 of the Waconia City Code Related to Alcoholic Beverages to allow 2:00 a.m. closing of licensed liquor establishments in accordance with Minnesota State Statute, effective July 1, 2024

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Optional 2:00 a.m. Closing Application of the Waconia Saloon Inc. dba The Saloon, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO. 2026-130**

**RESOLUTION APPROVING OPTIONAL 2:00 A.M. CLOSING FOR
P&D INCORPORATED dba HOPPER'S**

WHEREAS, P&D Incorporated. dba Hopper's located at 119 Olive Street South has submitted an application for Optional 2:00 a.m. closing; and

WHEREAS, the City Council adopted an Ordinance amending Chapter 580 of the Waconia City Code Related to Alcoholic Beverages to allow 2:00 a.m. closing of licensed liquor establishments in accordance with Minnesota State Statute, effective July 1, 2024

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the Optional 2:00 a.m. Closing Application for P&D Incorporated dba Hopper's, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 18, 2026																																																	
Item Name:	9.1. Pavement Mangement Project — Mill & Overlay CIP No. 132-A																																																	
Originating Dept:	Public Services																																																	
Presented By:	Jon Haukaas																																																	
Previous Council Action:	Resolution No. 2026-089 Authorizing Preparation of Plans and Specifications and Authorizing Advertisement for Bids of the 2026 Pavement Management Plan Mill & Overlay Project CIP 132-A																																																	
Item Type:	Regular Session																																																	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-131 Authorizing the Award of Construction Contract for the 2026 PMP Mill & Overlay Project.																																																		
EXPLANATION OF AGENDA ITEM:																																																		
<p>The Council directed staff to develop a long-term Pavement Management Plan (PMP) to guide the future investment in improving our transportation infrastructure throughout the City. The PMP has been used to create a recommendation of streets that would benefit from a mill and overlay pavement rehabilitation. Utilizing the data collected from 2024's pavement condition rating contract as well as the knowledge of staff, the following streets were recommended for mill and overlay in 2026:</p>																																																		
<table border="1"> <thead> <tr> <th align="left" colspan="3">The Landings Neighborhood</th> </tr> <tr> <th align="left">Street:</th> <th align="left">From:</th> <th align="left">To:</th> </tr> </thead> <tbody> <tr> <td>Beachcomber Blvd</td> <td>Sandbar Cir</td> <td>Willowbrooke Ln</td> </tr> <tr> <td>Beachcomber Blvd</td> <td>Willowbrooke Ln</td> <td>Cul-de-sac</td> </tr> <tr> <td>Willowbrooke Ln</td> <td>Beachcomber Blvd</td> <td>Waconia Pkwy N</td> </tr> <tr> <td>Braunwarth Cir</td> <td>Sandbar Cir</td> <td>Cul-de-sac</td> </tr> <tr> <td>Sandbar Cir</td> <td>Sandbar Cir</td> <td>Cul-de-sac</td> </tr> <tr> <td>Sandbar Cir</td> <td>Sandbar Cir</td> <td>Sandbar Cir</td> </tr> <tr> <td>Sandbar Cir</td> <td>Seashell Ln</td> <td>Sandbar Cir</td> </tr> <tr> <td>Sandbar Cir</td> <td>Beachcomber Blvd</td> <td>Seashell Ln</td> </tr> <tr> <td>Sandbar Cir</td> <td>Braunwarth Cir</td> <td>Beachcomber Blvd</td> </tr> <tr> <td>Sandbar Cir</td> <td>Seashell Ln</td> <td>Braunwarth Cir</td> </tr> <tr> <td>Sandbar Cir</td> <td>Sandbar Cir</td> <td>Seashell Ln</td> </tr> <tr> <td>Sandbar Cir</td> <td>Sandbar Cir</td> <td>Waconia Pkwy N</td> </tr> <tr> <td>Seashell Ln</td> <td>Sandbar Cir</td> <td>Sandbar Cir</td> </tr> <tr> <td>Whitecap Ln</td> <td>Beachcomber Blvd</td> <td>Beachcomber Blvd</td> </tr> </tbody> </table>			The Landings Neighborhood			Street:	From:	To:	Beachcomber Blvd	Sandbar Cir	Willowbrooke Ln	Beachcomber Blvd	Willowbrooke Ln	Cul-de-sac	Willowbrooke Ln	Beachcomber Blvd	Waconia Pkwy N	Braunwarth Cir	Sandbar Cir	Cul-de-sac	Sandbar Cir	Sandbar Cir	Cul-de-sac	Sandbar Cir	Sandbar Cir	Sandbar Cir	Sandbar Cir	Seashell Ln	Sandbar Cir	Sandbar Cir	Beachcomber Blvd	Seashell Ln	Sandbar Cir	Braunwarth Cir	Beachcomber Blvd	Sandbar Cir	Seashell Ln	Braunwarth Cir	Sandbar Cir	Sandbar Cir	Seashell Ln	Sandbar Cir	Sandbar Cir	Waconia Pkwy N	Seashell Ln	Sandbar Cir	Sandbar Cir	Whitecap Ln	Beachcomber Blvd	Beachcomber Blvd
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<p>The Council authorized the preparation of plans and specifications, and advertisement for bids at the April 6, 2026, meeting.</p>																																																		

Four bids were opened on May 12, 2026 and are tabulated below:

Bidder	Bid Amount
Wm. Mueller & Sons, Inc.	\$754,274.50
GMH Asphalt Corporation	\$816,907.90
Valley Paving, Inc.	\$865,476.50
Bituminous Roadways, Inc.	\$866,666.00

Bidder	Bid Amount
Wm. Mueller & Sons, Inc.	\$754,274.50
GMH Asphalt Corporation	\$816,907.90
Valley Paving, Inc.	\$865,476.50
Bituminous Roadways, Inc.	\$866,666.00

The low bidder for the project is Wm. Mueller & Sons, Inc.

Based on the items above, staff recommend awarding a construction contact in the amount of \$754,274.50 to Wm. Mueller & Sons, Inc.

ATTACHMENTS:

1. Resolution 2026-131 Award 2026 M&O Project
2. 2026 Mill & Overlay Award Recommendation from Bolton & Menk

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

**CITY OF WACONIA
RESOLUTION NO. 2026-131**

**RESOLUTION AUTHORIZING AWARD OF CONSTRUCTION CONTRACT
FOR THE 2026 INFRASTRUCTURE IMPROVEMENTS
MILL & OVERLAY CIP PROJECT**

WHEREAS, the City Council on April 6, 2026, authorized the public bid for the 2026 Infrastructure Improvements Mill & Overlay project; and

WHEREAS, the following bids were received virtually on May 12, 2026, at 9:30 a.m.; and

Bidder	Bid Amount
Wm. Mueller & Sons, Inc.	\$754,274.50
GMH Asphalt Corporation	\$816,907.90
Valley Paving, Inc.	\$865,476.50
Bituminous Roadways, Inc.	\$866,666.00

WHEREAS, Staff and City Engineer recommend award of the 2026 Infrastructure Improvements Mill & Overlay Project to Wm. Mueller & Sons, Inc. who have successfully completed projects of this scale and scope.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes award of Construction Contract for the 2026 Infrastructure Improvements Mill & Overlay Project in the amount of \$754,274.50 to Wm. Mueller & Sons, Inc..

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318

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

May 12, 2026

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

RE: 2026 Mill & Overlay Award Recommendation

Dear Mr. Haukaas,

Bids were received and opened electronically through QuestCDN on Tuesday, May 12 for the project referenced above. Four (4) bids were received, and the results of the bids are tabulated below:

<u>Bidder</u>	<u>Bid Amount</u>
Wm. Mueller & Sons, Inc.	\$754,274.50
GMH Asphalt Corporation	\$816,907.90
Valley Paving, Inc.	\$865,476.50
Bituminous Roadways Inc.	\$866,666.00

The low bidder for the project is Wm. Mueller & Sons, Inc., from Hamburg, Minnesota. The low bid is approximately 14% below the Engineer's Estimate and 8% below the next lowest bid. Please note City staff is coordinating some items separately from the construction contract that are not included in this bid price such as gate valve replacements and manhole sealing.

Wm. Mueller & Sons, Inc. has successfully completed projects of this type in the past and have thereby shown themselves to be a responsible contractor. Based on the items above, it is recommended the City award a construction contract in the amount of \$754,274.50 to Wm. Mueller & Sons, Inc. I am open to discuss this information with you and answer any questions that you or the City Council may have.

Sincerely,

Bolton & Menk, Inc.

Colton Lee, P.E.

Cc: Nicole Meyer, Finance Director
Jake Saulsbury, Bolton & Menk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 18, 2026	
Item Name: 9.2. Accepting Audited Annual Comprehensive Financial Report as of December 31, 2025	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Resolution No. 2026-132 Accepting Audited Annual Comprehensive Financial Report as of December 31, 2025	
EXPLANATION OF AGENDA ITEM:	
<p>City staff and the auditing firm of Redpath and Company have concluded the audit fieldwork and have prepared the City of Waconia Annual Comprehensive Financial Report for the year ending December 31, 2025.</p> <p>Andy Hering from Redpath and Company will be providing a presentation of the final reports and audit results at the meeting. Due to the length of the financial statement, a copy of the Annual Comprehensive Financial Report will be provided to the City Council prior to the meeting under separate cover.</p> <p>The following reports provided by Redpath and Company are attached for review: Internal Control, Minnesota Legal Compliance, and Communication with Those Charged with Governance. These reports will show the City did not have any internal control or compliance findings in 2025.</p> <p>A copy of these final reports will also be available for review by the public at City Hall prior to the meeting. With the Council’s acceptance of the Annual Comprehensive Financial Report, staff will post a copy of the report on the City’s website, and forward a copy to the Office of the State Auditor and the Government Finance Officers Association for consideration for the Excellence in Financial Reporting Certificate.</p>	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Resolution No. 2026-132 Accepting Audit Comp Financial Report 2025 2. 2025 Final Issued Governance Letter 3. 2025 Final Issued Internal Control Report 4. 2025 Final Issued Legal Compliance Report 	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	

<u> </u> Amendment Required	Other: <hr/>
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CITY OF WACONIA

RESOLUTION NO. 2026132

**RESOLUTION ACCEPTING AUDITED ANNUAL COMPREHENSIVE FINANCIAL
REPORT AS OF DECEMBER 31, 2025**

BE IT RESOLVED that the City Council of the City of Waconia hereby accepts the Annual Comprehensive Financial Report for the year ending December 31, 2025, as presented by the City's finance department and the City's auditing firm, Redpath and Company.

Adopted by the City Council of the City of Waconia this 18th day of May 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

To the Honorable Mayor and
Members of the City Council
City of Waconia, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waconia, Minnesota (the City) for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 23, 2026. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2025. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements are the estimates used to calculate the net pension liability, the pension related deferred outflows and inflows of resources, and pension expense. These estimates are based on actuarial studies. We evaluated the methods, assumptions, and data used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. Determining sensitivity is subjective, however, we believe the disclosures most likely to be considered sensitive are Note 8 – Long-term Debt and Note 18 – Special Item.



The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no uncorrected misstatements that have an effect on our opinion on the financial statements. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 13, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

General Fund Balance

A significant portion of General Fund revenue is property taxes. The City does not receive its first property tax settlement from the county until around July 1 of each year. As such, the City must have adequate reserves at the beginning of the year to fund the first six months of operations. For 2026, the City's General Fund operating expenditure budget is \$10,847,611, excluding budgeted transfers to other funds. As of December 31, 2025, unassigned fund balance of the General Fund was \$5,582,550, or 51% of the ensuing year's operating budget, excluding transfers. This compares to 42% at December 31, 2024 and 43% at December 31, 2023. We recommend the City Council continue to closely monitor the cash and fund balance levels of the General Fund.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the budgetary comparison schedule, and the schedules of pension information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Waconia, Minnesota and is not intended to be, and should not be, used by anyone other than these specified parties.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

May 13, 2026

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and
Members of the City Council
City of Waconia, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waconia, Minnesota as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City of Waconia, Minnesota's basic financial statements, and have issued our report thereon dated May 13, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Waconia, Minnesota's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Waconia, Minnesota's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Waconia, Minnesota's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Waconia, Minnesota's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

May 13, 2026

MINNESOTA LEGAL COMPLIANCE REPORT

To the Honorable Mayor and
Members of the City Council
City of Waconia, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waconia, Minnesota as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City of Waconia, Minnesota's basic financial statements, and have issued our report thereon dated May 13, 2026.

In connection with our audit, nothing came to our attention that caused us to believe that the City of Waconia, Minnesota failed to comply with the provisions of the contracting – bid laws, depositories of public funds and public investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing sections of the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City of Waconia, Minnesota's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

May 13, 2026

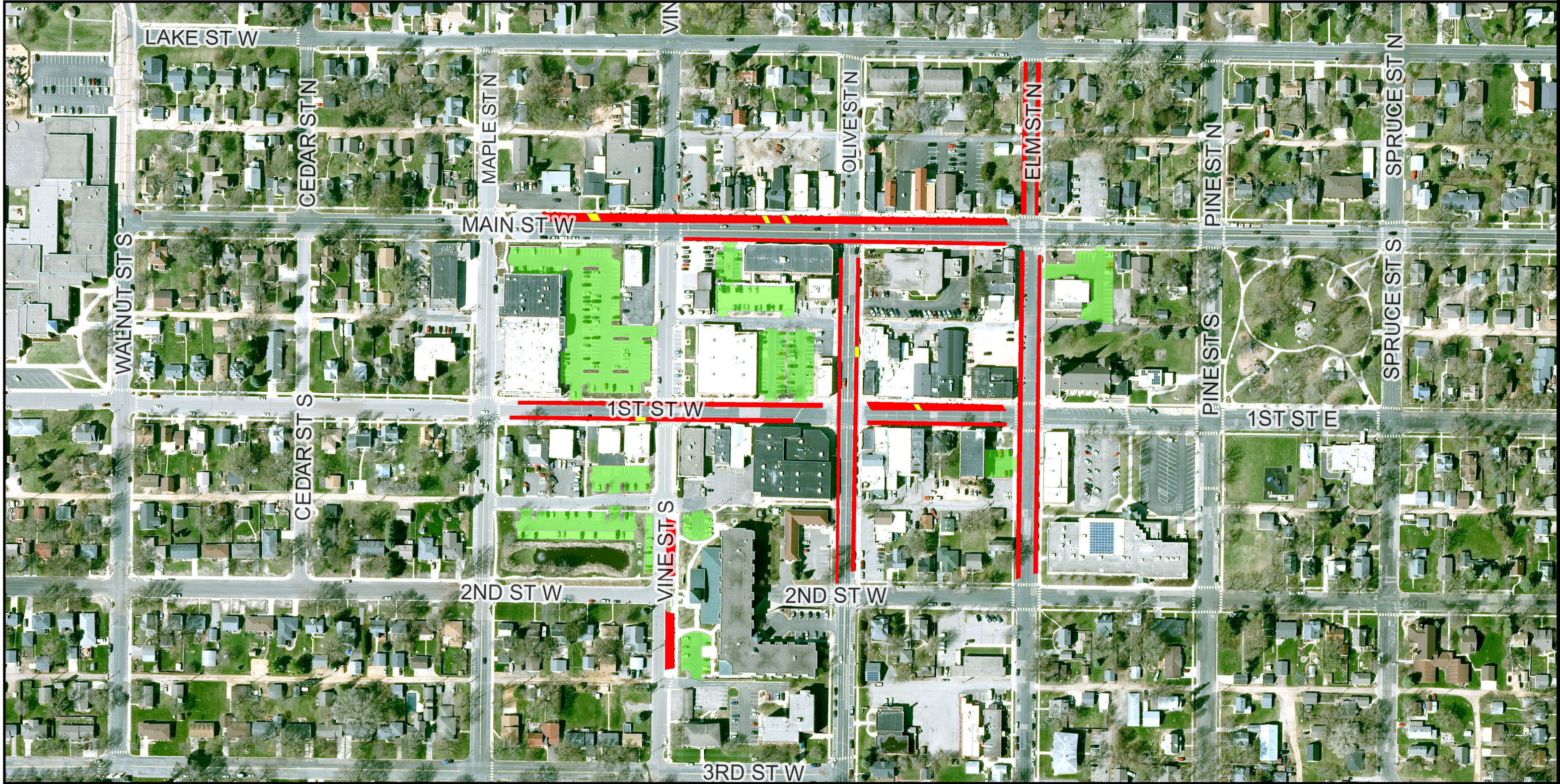







REQUEST FOR CITY COUNCIL ACTION

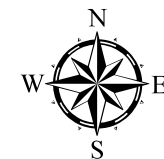
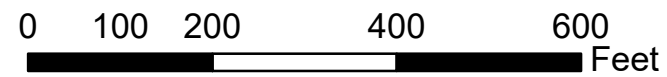
Meeting Date: May 18, 2026	
Item Name: 11.1.a. Downtown Parking Time Limits - Shane Fineran	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action:	
Item Type:	Discussion
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:	
EXPLANATION OF AGENDA ITEM:	
<p>By ordinance, the City designates certain areas of downtown streets as 90-minute parking areas. These areas encompass most of the downtown core with some outliers along Vine, Main, and Olive Streets. Recently, staff have fielded inquiries regarding why certain streets have these limitations versus others, as well as inquiries about on-street parking prohibitions in the downtown core during the overnight, non-winter months.</p> <p>The overnight parking prohibitions on downtown streets during the non-winter months allow street sweeping activities without the conflict of parked vehicles. Typically, we perform early morning sweeping in the downtown core every 2 to 4 weeks depending on conditions or prior to large events and/or as conditions warrant. Parking in municipal lots is permitted during the 2:00 a.m. to 6:00 a.m. period during non-winter months.</p> <p>There is no good history on why the various downtown streets were designated as 90-minute parking areas and likely have survived the configuration through the years and various changes in adjacent land use and or realignment. The city does not proactively enforce the 90-minute parking regulations and signage has largely not been replaced throughout during reconstruction.</p> <p>Staff is seeking Council direction on any additional analysis or direction on potential changes to this code section and or enforcement of these provisions.</p>	
ATTACHMENTS:	
1. Downtown 90 minute parking stalls	
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 90 Minute Parking



Legend

-  15 Min Parking Stalls
-  90 Minute Parking
-  Public Parking Lots



Waconia Public Services
310 10th St. E
Waconia, MN 55387