

# WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, June 1, 2026  
6:00 PM**

## **VISION STATEMENT**

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

## **MISSION STATEMENT**

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

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

---

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

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or [sfineran@waconiamn.gov](mailto: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**
  - 1) Caleb Loudon, fifth grader from Southview Elementary, will lead all in the Pledge of Allegiance.**
- 3. PROCLAMATIONS**
- 4. ADOPT AGENDA**
- 5. PUBLIC HEARING**
  - 1) Public Hearing on the Improvements to the 5th Street Reconstruction Project**

Motion to Open the Public Hearing

Motion to Close the Public Hearing

**6. OPEN FORUM**

**7. COMMUNITY INTEREST PRESENTATIONS**

**8. ADOPT CONSENT AGENDA**

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

- 1) Approve the May 18, 2026, City Council Minutes
- 2) **Approve June 1, 2026 Expenditures**
- 3) **Contractor Pay Request - Downtown Reconstruction Phase 4 to GMH Asphalt Corporation #1**  
Motion to approve Downtown Reconstruction Phase 4 Pay Request No. 1 to GMH Asphalt Corporation
- 4) **Downtown Reconstruction Phase 4, Change Order No. 1, City Square Park Electrical Improvements**  
Adopt Resolution No. 2026-133 Approving Change Order No. 1 Downtown Reconstruction Phase 4 project.
- 5) **Waterford 10th Addition Development Agreement– JMH Land Development Company, LLC**  
Adopt Resolution No. 2026-134 approving the Development Agreement for Waterford 10th Addition.
- 6) **Elm Creek Ridge 1st Addition Final Plat & Elm Creek Ridge 2nd Addition Final Plat — Elm Creek Ridge, LLC**  
Adopt Resolution No. 2026-135 Approving the Elm Creek Ridge 1st Addition Final Plat and the Elm Creek Ridge 2nd Additional Final Plat.
- 7) **Elm Creek Ridge Development Agreement - REVISED**  
Adopt Resolution No. 2026-136 approving the revised Development Agreement for Elm Creek Ridge 1st Addition and Elm Creek Ridge 2nd Addition, which are both included in the draft Development Agreement for Elm Creek Ridge
- 8) **Utility Easement Agreement – Song River Holdings, LLC**  
Motion adopting Resolution No. 2026-137 approving a permanent utility easement to the City of Waconia to facilitate the extension of utility stubs to vacant land owned by Song River.
- 9) **Close Debt Fund No. 304 & Authorize Transfer to PIR Capital Project Fund No. 103**  
Adopt Resolution No. 2026-138 Approving the Close of 2014A GO Bond Debt Fund No. 304 & Authorization to Transfer Remaining Funds to PIR Capital Project Fund No. 103
- 10) **Accepting Cash Donations for Operations of the Fire Department**

Adopt Resolution No. 2026-139 Accepting Cash Donations for Operations of the Fire Department

**9. COUNCIL BUSINESS**

- 1) Ordering Improvements for the 5th Street Reconstruction Project**  
Resolution No. 2026-140 Ordering Improvements & Preparation of Plans
- 2) Accept Plans & Specifications and Authorize Ad for Bids - Water Treatment Plant No. 4**  
Adopt Resolution No. 2026-141 Accepting Plans & Specifications and Authorizing Advertisement for Bids for the Water Treatment Plant No. 4 project.

**10. ITEMS REMOVED FROM CONSENT AGENDA**

**11. BOARD REPORTS**

- 1) Staff Reports**
  - a. Regulation of Short Term Rentals - Shane Fineran
  - b. Election Update - Jackie Schulze
- 2) Councilmember Siddons**
- 3) Councilmember Coleman**
- 4) Councilmember Gleason**
- 5) Councilmember Grengs**
- 6) Mayor Litfin**

**12. ANNOUNCEMENTS**

**13. ADJOURN REGULAR MEETING**

**OFFICE OF THE CITY ADMINISTRATOR  
Shane Fineran**

**WORK SESSION: OLD FIRE STATION, SOCIAL MEDIA COMMUNICATIONS**

UPCOMING CALENDAR OF EVENTS/MEETINGS:



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 5.1. Public Hearing on the Improvements to the 5th Street Reconstruction Project	
<b>Originating Dept:</b> Public Services	
<b>Presented By:</b> Jon Haukaas	
<b>Previous Council Action:</b> Resolution No. 2026-122 Receiving Feasibility Report and Calling for Public Hearing for the 5th Street Reconstruction Project	
<b>Item Type:</b>	Regular Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b>	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>On April 6, 2026, the City Council authorized the preparation of the Design and Feasibility Report for the 5th Street Reconstruction Project. Staff prepared the design in accordance with previous discussions with the Council and to coordinate with the Trunk Highway 5 Improvements in 2027. On May 4, 2026, the City Council received the feasibility report related to the proposed 5th Street Reconstruction Project. As part of the process related to the project and future assessment of eligible project costs, a public hearing shall be held for those impacted to receive information and provide comment to the City Council prior to ordering the final design and improvements. Property owners within the proposed project area have been notified of the public hearing and include the following areas:</p> <ul style="list-style-type: none"> <li>• 5th Street between Olive Street and Orange Street</li> <li>• Elm Street South. between 5th Street and TH 5</li> <li>• Pine Street South, between 5th Street and TH 5</li> </ul> <p>City Engineer Jake Saulsbury will be providing a short presentation as part of the public hearing.</p>	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. 5th Street Public Hearing Presentation</li> <li>2. 5th Street Preliminary Assessment Roll</li> <li>3. 5th Street Feasibility Study</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
x _____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



## City of Waconia 5<sup>th</sup> Street Area Improvement Project Improvement Hearing



June 1, 2026

### Presentation Format

- General Project Timeline & Key Issues
- Project Scope & Cost Information
- Project Financing & Funding
- City Assessment Policy & Assessment Area Map
- Project Cost Summary & Next Steps
- Questions / Comments / Discussion



## General Project Timeline

- **Completed Items:**
  - City Council authorized the preliminary project items
  - Completed topographic survey work
  - Completed layout & design for the Hwy 5 Phase 2 project
  - Held Open Houses for the Hwy 5 Phase 2 project
  - Discussed local project w/ city staff & identified the project scope
  - Completed Feasibility Study, approved Feasibility Study, & called for a Public Hearing
- **Remaining Items:**
  - Conduct Public Hearing (tonight) & order improvements (possibly tonight)
  - Hold a public open house (optional)
  - Receive plans & specifications / authorize advertising for bids
  - Receive MnDOT approval for Hwy 5 Phase 2 project
  - Open bids & award contract (w/ Hwy 5 Phase 2 project)
  - Complete assessment benefit evaluation
  - Obtain project financing & obtain grant funding for Hwy 5 related work
  - Construct project, hold final Assessment Hearing, & close out project



## Key Issues

- **Transportation Facilities**
  - Pavement in poor condition
  - Hwy 5 access modifications
  - Sidewalks in poor conditions
- **Drainage Facilities**
  - Storm MH's & pipe in poor condition
  - Undersized pipe & lack of draintile
  - No stormwater treatment
- **Municipal Utility Facilities**
  - Sewer MH's & pipe in poor condition
  - Undersized watermain in poor condition
  - Utilities located in Hwy 5 right-of-way



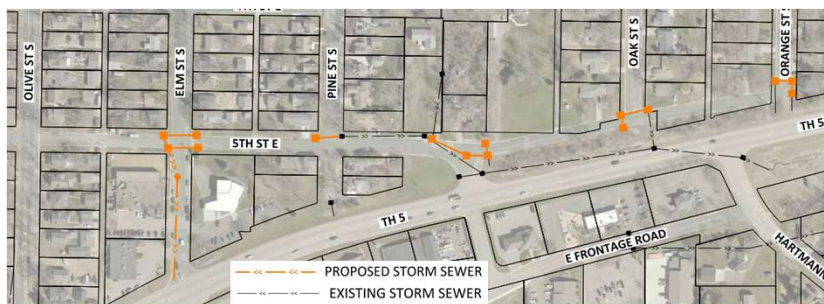
### Proposed Street Improvements - 5<sup>th</sup> Street, Elm Street, & Pine Street

- Elm Street Truck Section
- 5th St & Pine St Residential Section
- Staging Coordination w/ Hwy 5
- Curb & Gutter Replacement
- Sidewalk on Elm Street
  - East Side – 6 ft walk w/4 ft blvd
  - West Side – 6 ft walk at back of curb
- Access Modification at Elm Street
- Access Closure East of Pine Street
- 5th Street – 34 ft Wide
- Elm Street – 40 ft Wide
- Pine Street – 28 ft Wide
- Total Estimated Project Cost = \$2,576,000 (w/ Storm Sewer)



### Proposed Storm Sewer Improvements - 5<sup>th</sup> Street, Elm Street, & Pine Street

- Extend Storm Sewer on Elm Street to 5<sup>th</sup> Street Intersection
- Modify Storm Sewer at Highway 5 Entrance that will be Removed
- Add Drantile Behind Curb Throughout Project Area
- Maintain Existing Drainage Patterns
- Stormwater Treatment Will Be Provided by Basin Constructed With Hwy 5 Phase 2 Project
- Total Estimated Project Cost = \$2,576,000 (w/ Street)



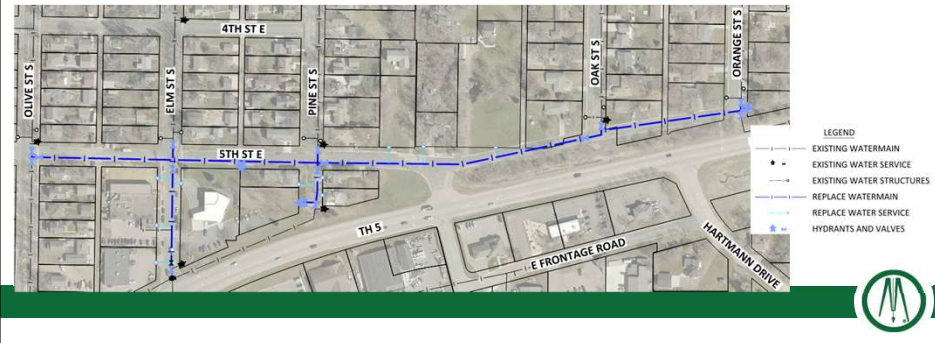
## Proposed Sanitary Sewer Improvements

- Replace All Existing 8-inch Sanitary Sewer Mains
- Replace Sanitary Sewer Manholes
- Replace All Services to the Right-Of-Way Line
- Total Estimated Sanitary Sewer Project Cost = \$551,00



## Proposed Water System Improvements

- Replace 6-Inch Mains on 5<sup>th</sup> Street, Elm Street, & Pine Street with 8-Inch
- New 8-inch Watermain Looping on 5<sup>th</sup> Street from Olive Street to Pine Street
- Replace All Hydrants & Gate Valves
- Replace All Services to the Right-Of-Way Line
- Add Cathodic Protection Items
- MnDOT Funding for Relocation out of MnDOT right-of-way
- Total Estimated Water System Project Cost = \$700,000



## Project Financing & Funding

- Project Financing Through the Sale of a Combined Bond
- Bond Apportionment of Project Costs TBD After Further Evaluation by the City's Finance Director & the City's Financial Consultant, but Shall Generally be as Follows:
  - MN Statute Chapter 429 General Obligation Bond for street & utility items
  - MN Statute Chapter 115 Sanitary Sewer Revenue Bond for sanitary sewer items
  - MN Statute Chapter 444 Water & Storm Water Revenue Bond for water system & drainage items
  - PIR Capital Improvement Fund for sidewalk & misc. Items
- Proposed Project Funding Sources
  - Special assessments
  - Sewer fund
  - Water fund
  - Stormwater fund
  - PIR Capital Improvement Fund
  - Highway 5 Phase 2 Grant Funds



## Assessment Policy Review

- The City's Assessment Policy Provides a Uniform & Equitable Policy for All Property Owners
- Assessments for the Project Were Calculated per City Policy:
  - 50% of project costs assessed for standard residential street and storm sewer improvements on a front footage basis
  - 50% of sanitary sewer assessed on a unit basis
- Project Items Not Assessed Include:
  - Watermain
  - Extra depth & width of streets
  - Sidewalk reconstruction



## Assessment Area Map

- 23 Properties Located in the Project Area & All Proposed to be Assessed
- Estimated Street/Storm Sewer Assessment Per Front Foot = \$265. 74
- Water Usage Used to Determine Number of Units for Commercial Properties
- Estimated Sanitary Sewer Assessment Per Unit = \$6,686
- Assessments May Be Reduced As Part of the Assessment Benefit Evaluation



## Project Cost Summary

- Total Estimated Project Cost = \$3,826,000
- Total Estimated Assessed Amount (Per Policy) = \$742,000
- Total Assessments to be Capped Due to the Assessment Benefit Evaluation Process
- Estimated Watermain Grant Amount = \$700,000
- Total Estimated City Cost (Before Any Benefit Evaluation Adjustments) = \$2,384,000
- Bond Rate to be Determined at the Time of Sale with a Term of 10 Years
- Final Project Costs & Final Assessments to be Actual Costs Tabulated When the Project is Near Completion



## Next Steps

- Conduct Improvement Hearing (Tonight)
- Order Improvements (Requires 4/5 Vote) (Possibly Tonight)
- Hold an Open House (Optional)
- Complete Final Design / Preparation of Plans & Specifications
- Receive MnDOT Approval for Hwy 5 Phase 2 Project
- Advertise, Bid, & Award Project (w/ Hwy 5 Phase 2 Project)
- Complete Assessment Benefit Evaluation Process
- Obtain Project Financing / Grants
- Substantially Construct Project
- Conduct Assessment Hearing & Certify Assessment Roll
- Complete Construction & Close Out Project



13

## Questions / Comments / Discussion



14

# Preliminary Assessment Roll

TABLE 3.1 - PRELIMINARY ASSESSMENT ROLL  
5TH STREET AREA IMPROVEMENTS PROJECT  
4/29/2026

PROP. NO.	P.I.D.	OWNER	PROPERTY ADDRESS	OWNER ADDRESS	F/F	*STREET ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT	**ANNUAL ASSESSMENT PAYMENT
1	755030240	TAYLOR A ZALLEK	441 OLIVE ST S	441 S OLIVE ST WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
2	755000190	PHILIP J GRAFFUNDER	440 ELM ST S	440 ELM ST S WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
3	755000291	DAVID BUMGARNER	441 ELM ST S	441 ELM ST S WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
4	755000300	TR AGREEMENT OF DAVID & DIANE LAABS	40 5TH ST E	229 E LINCOLN AVE GAYLORD MN 55334	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
5	755000400	LELAND M OTTO	441 PINE ST S	509 PINE ST S WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
6	750243110	NATALIE MEGER	144 5TH ST E	7526 W 270TH ST BELLE PLAINE MN 56011	100.00	\$26,574.20	1.0	\$6,686.17	\$33,260.37	\$4,412.58
7	750243010	NATALIE MEGER	132 5TH ST E	7526 W 270TH ST BELLE PLAINE MN 56011	75.00	\$19,930.65	1.0	\$6,686.17	\$26,616.82	\$3,531.19
8	755020250	CHARLES W & MARLENE L SCHMAKEL	156 5TH ST E	156 E 5TH ST WACONIA MN 55387	115.60	\$30,719.77	1.0	\$6,686.17	\$37,405.95	\$4,962.56
9	755020260	MICHAEL C SCHMAKEL	140 5TH ST E	156 5TH ST E WACONIA MN 55387	86.70	\$23,039.83	1.0	\$6,686.17	\$29,726.00	\$3,943.68
10	750242200	MATTHEW G GELLER	216 5TH ST E	216 5TH ST E WACONIA MN 55387	127.05	\$33,762.52	1.0	\$6,686.17	\$40,448.69	\$5,366.24
11	755020240	MATTHEW G GELLER	216 5TH ST E	216 5TH ST E WACONIA MN 55387	176.00	\$46,770.59	1.0	\$6,686.17	\$53,456.76	\$7,091.99
12	754400120	PATS PROPERTIES LLC	240 5TH ST E	8080 SCANDIA ROAD WACONIA MN 55387	80.50	\$21,392.23	1.0	\$6,686.17	\$28,078.40	\$3,725.10
13	754400050	ALLICIA ANDERSEN	433 OAK ST S	433 S OAK ST WACONIA MN 55387	79.50	\$21,126.49	1.0	\$6,686.17	\$27,812.66	\$3,689.84
14	754400040	WILLIAM S & SUSAN M HEIL	400 ORANGE ST S	400 ORANGE ST S WACONIA MN 55387	79.50	\$21,126.49	1.0	\$6,686.17	\$27,812.66	\$3,689.84
15	755020280	DRU M DELANGE	409 ORANGE ST S	PO BOX 609 LESTER PRAIRIE MN 55354	74.10	\$19,691.48	1.0	\$6,686.17	\$26,377.65	\$3,499.46
16	755030310	KURT E & LISA M SIEBERT	501 OLIVE ST S	501 S OLIVE ST WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
17	755000510	CRS PROPERTIES LLC	524 ELM ST S	8150 WILDWOOD ROAD WACONIA MN 55387	189.00	\$50,225.24	1.5	\$10,029.26	\$60,254.50	\$7,993.83
18	755000480	WACONIA COMMONS LLC	540 ELM ST S	13911 RIDGEDALE DR STE 100 MINNETONKA MN 55305	90.90	\$24,155.95	3.0	\$20,058.52	\$44,214.46	\$5,865.83
19	755000430	SECURITY BANK WACONIA	539 ELM ST S	PO BOX 45 WACONIA MN 55387	222.85	\$59,220.60	1.0	\$6,686.17	\$65,906.78	\$8,743.70
20	755000470	BRIAN MACKENTHUN	500 PINE ST S	8200 KELZER POND DR VICTORIA MN 55386	107.50	\$28,567.26	1.0	\$6,686.17	\$35,253.44	\$4,676.99
21	755000460	SECURITY BANK WACONIA	508 PINE ST S	PO BOX 45 WACONIA MN 55387	72.20	\$19,186.57	1.0	\$6,686.17	\$25,872.74	\$3,432.48
22	755000410	ALINA M LUEDLOFF	501 PINE ST S	501 PINE ST S WACONIA MN 55387	103.50	\$27,504.30	1.0	\$6,686.17	\$34,190.47	\$4,535.97
23	755000420	LELAND M OTTO	509 PINE ST S	509 PINE ST S WACONIA MN 55387	50.00	\$13,287.10	1.0	\$6,686.17	\$19,973.27	\$2,649.81
					2,300.90					
					Totals:	\$611,445.76	19.5	\$130,380.36	\$741,826.12	\$98,416.42

\*Cost per FF = \$265.74 (Original Calculation)

\*\*Based on a 5.50% Interest Rate and a 10 Year Term.

TOTAL FRONT FOOTAGE: 3,634.25  
CORNER LOT CREDIT: 0.00  
ASSESSMENT BASIS FRONT FOOTAGE: 3,634.25  
NON-ASSESSABLE FRONT FOOTAGE: 1,333.35  
ASSESSMENT FRONT FOOTAGE: 2,300.90



# 5<sup>th</sup> Street Area Improvement Project



City of Waconia  
April 29, 2026



Real People. Real Solutions.

**Submitted by:**

Bolton & Menk, Inc.  
2638 Shadow Lane  
Chaska, MN 55318  
P: (952) 448-8838



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

April 29, 2026

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

**RE: 5<sup>th</sup> Street Area Improvements Project**

Honorable Mayor and City Council Members:

Pursuant to your request we have prepared a Feasibility Study for project components to be included in the 5<sup>th</sup> Street Area Improvements Project. The project location and the various proposed project components include the following:

- Street and utility reconstruction of 5<sup>th</sup> Street from Olive Street to Orange Street, Elm Street south of 5<sup>th</sup> Street and Pine Street south of 5<sup>th</sup> Street consisting of the following items:
  - Complete street reconstruction
  - Storm sewer replacement/expansion
  - Sidewalk replacement
  - Sanitary sewer replacement
  - Water system replacement/upsizing and addition of cathodic protection
- Removal of Trunk Highway 5 access located off of 5<sup>th</sup> Street and east of Pine Street.

This report includes maps and drawings indicating the proposed improvements and a proposed method of financing and funding. I am available to discuss this report, and this proposed project at your convenience.

Respectfully Submitted,

**Bolton & Menk, Inc.**

**Andrew Budde, P.E.**

Cc: Jake Saulsbury, City Engineer

Enclosure

Feasibility Report

For

5<sup>th</sup> Street Area Improvements Project

City of Waconia, Minnesota  
0C1.128660

April 29, 2026

**PROFESSIONAL ENGINEER**

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

Signature: And Bud

Typed or Printed Name: Andrew Budde

Date: April 29, 2026 License Number: 46585

# TABLE OF CONTENTS

SUMMARY & CONCLUSIONS.....	1
A. Study Scope .....	1
B. Estimated Costs, Funding, and Financing.....	2
C. Overall Feasibility and Cost Effectiveness.....	2
SECTION 1 – INTRODUCTION.....	3
A. Impetus.....	3
B. Report Organization.....	3
SECTION 2 – STREET AND UTILITY RECONSTRUCTION.....	4
A. Street Improvements .....	4
B. Storm Sewer Improvements .....	5
C. Sidewalk Improvements .....	6
D. Sanitary Sewer Improvements .....	6
E. Watermain Improvements .....	7
SECTION 3 – FINANCING / FUNDING.....	9
A. Financing.....	9
B. Funding .....	9
C. Street / Storm / Sidewalk Reconstruction .....	11
D. Sanitary Sewer .....	13
E. Watermain .....	15
F. Overall Cost Summary .....	16
G. Assessments.....	16

APPENDIX A – FIGURES

APPENDIX B – ITEMIZED COST ESTIMATES

APPENDIX C – CITY ASSESSMENT POLICY

## FIGURES & TABLES

### FIGURES

### DESCRIPTION

Figure 1.1	Project Location Map
Figure 2.1	Street Reconstruction Map
Figure 2.2	Typical Street Sections
Figure 2.3	Storm Sewer Reconstruction
Figure 2.4	Sanitary Sewer Reconstruction
Figure 2.5	Watermain Reconstruction
Figure 3.1	Proposed Assessment Map

### TABLES

### DESCRIPTION

Table 3.1	Preliminary Assessment Roll
Table 3.2	Bond Debt Service & Proposed Funding Sources

# SUMMARY & CONCLUSIONS

---

## A. STUDY SCOPE

It is proposed that improvements to the infrastructure be constructed or reconstructed to provide the public with a sustainable system of roads, utilities, and pedestrian facilities to augment the City with good water quality, greater connectivity among residents, safer traveling for vehicles and pedestrians, and a healthier quality of life. This study investigates the feasibility of the proposed improvements, provides related project cost estimates, and recommends a proposed method for financing and funding the project. The location of these improvements is shown in Figure No. 1.1 in Appendix A and consists of the following project components:

1. Reconstruction of 5<sup>th</sup> Street (from Olive Street to Orange Street), Elm Street (from 5<sup>th</sup> Street to Trunk Highway 5) and Pine Street (from Trunk Highway 5 to 5<sup>th</sup> Street):
  - Street reconstruction of 5<sup>th</sup> Street and Pine Street to City's residential street section.
  - Street reconstruction of Elm Street to City's truck street section.
  - Removal of the Trunk Highway 5 access located between Pine Street and Oak Street.
  - Replacement of the sanitary sewer system on Elm Street and Pine Street from 5<sup>th</sup> Street to Trunk Highway 5 and from the existing Trunk Highway 5 entrance on 5<sup>th</sup> Street to Orange Street including service laterals.
  - Replacement and upsizing of the water system, including replacement of hydrants, gate valves, and services on Elm Street between 5<sup>th</sup> Street and Trunk Highway 5, Pine Street from Trunk Highway 5 to 5<sup>th</sup> Street, and 5<sup>th</sup> Street from Olive Street to Orange Street.
  - Replacement and expansion of the existing storm sewer system, including the addition of stormwater treatment.
  - Reconstruction of sidewalk on both sides of Elm Street between Trunk Highway 5 and 5<sup>th</sup> Street.

**B. ESTIMATED COSTS, FUNDING, AND FINANCING**

Estimated project costs for each of the project components are provided in Appendix B. The project costs are summarized as follows:

1.) Street Reconstruction	\$2,576,186
2.) Utility Reconstruction	\$1,249,964
<b>Total Project Cost - \$3,826,150</b>	

The proposed method of financing for the 5<sup>th</sup> Street Area Improvements Project is through the sale of a combined bond consisting of a Chapter 429 General Obligation Bond, a Chapter 115 Sanitary Sewer Revenue Bond, and a Chapter 444 Water and Stormwater Revenue Bond. The Chapter 429 Bond would be used for the street/storm sewer reconstruction. The Chapter 115 Bond would be used for the sanitary sewer reconstruction. The Chapter 444 Bond would be used for the watermain reconstruction and miscellaneous drainage improvements. PIR Capital Improvement cash would be used for the sidewalk improvements. This proposed method will be discussed further with the Finance Director and the City’s Financial Consultant.

**C. OVERALL FEASIBILITY AND COST EFFECTIVENESS**

All improvements addressed within this report are feasible from a technical standpoint. This study addresses issues with failing or non-existent infrastructure including street pavement, storm sewer, watermain, sanitary sewer, and sidewalk facilities. The improvements are necessary to provide safe and adequate infrastructure and represent cost effective solutions for doing so. Detailed cost estimates for all project components have been completed and are located in Appendix B.

## SECTION 1 – INTRODUCTION

---

### A. IMPETUS

The impetus for this report is a request from the City of Waconia to evaluate the feasibility of planned improvements for the upcoming year. Figure No. 1.1 in Appendix A shows the proposed project location for the 5<sup>th</sup> Street Area Improvements Project.

### B. REPORT ORGANIZATION

To address the various projects in an orderly manner, this report is organized into three (3) sections, shown below:

- Section 1 - Introduction
- Section 2 - Street and Utility Reconstruction
- Section 3 - Financing/Funding

## SECTION 2 – STREET AND UTILITY RECONSTRUCTION

---

### A. STREET IMPROVEMENTS

Figure No. 2.1 indicates the proposed street improvements on 5<sup>th</sup> Street, Elm Street and Pine Street. The street improvements include removal of the existing road sections on each of the roads and rebuilding them to current city standards, including replacement of existing curb and gutter sections. Additional details are outlined below:

1. 5<sup>th</sup> Street (Olive Street to Pine Street)

The proposed street section for 5<sup>th</sup> Street from Olive Street to Pine Street is 34-foot-wide street with curb and gutter and constructed to the City’s typical residential street section. The existing street width on 5<sup>th</sup> Street is 35-feet and is proposed to be narrowed by approximately 1.0-feet and will be narrowed approximately the same amount on each side of the road.

2. 5<sup>th</sup> Street (Pine Street to Oak Street)

The proposed street section for 5<sup>th</sup> Street from Pine Street to Oak Streets consists of a 34-foot-wide street with curb and gutter and constructed to the City’s typical residential street section. The existing street section on 5<sup>th</sup> Street between Pine Street and Oak Street varies from approximately 46-feet to 36-feet. The entrance to Trunk Highway 5 will be removed. The proposed 34-foot roadway will keep the same north curb location and be narrowed on the south side of the road. The curb and retaining wall along 441 Pine St South is proposed to be protected as part of this project.

3. 5<sup>th</sup> Street (Oak Street to Orange Street)

The proposed street section for 5<sup>th</sup> Street from Oak Street to Orange Street consists of a 34-foot-wide street with curb and gutter and constructed to the City’s typical residential street section. The existing street width is approximately 38-foot-wide street. The proposed narrowing of 5<sup>th</sup> Street between Oak Street and Orange Street will take place on the south side of the roadway and northern curb line will remain in approximately the same location.

4. Elm Street (Trunk Highway 5 to 5<sup>th</sup> Street)

---

The proposed street section for Elm Street from Trunk Highway 5 to 5<sup>th</sup> Street consists of a 40-foot-wide street with curb and gutter and constructed to the City's typical truck street section. This results in a 5-foot narrowing of the roadway. The proposed sidewalk on Elm Street between Trunk Highway 5 and 5<sup>th</sup> Street on the west side of the roadway is 6-feet at back of curb. On the east side of Elm Street the sidewalk is proposed to be 6-feet wide with a 4-foot grass boulevard.

#### 5. Pine Street (Trunk Highway 5 to 5<sup>th</sup> Street)

The proposed street section for Pine Street consists of a 28-foot-wide street with curb and gutter and constructed to the City's typical residential street section. The existing street width for Pine Street from 5<sup>th</sup> Street to the dead-end is approximately 38' which reduces the street width by approximately 10-feet. The narrowing of Pine Street will take place on the east side of the roadway and the western curb line will be approximately in the same location. Consideration should be given to restricting parking on one side of the road.

Construction of a standard truck route section includes two lifts of bituminous pavement (6.5"), aggregate base (12.0"), and select granular borrow (12.0") underlain by geotextile fabric. The standard truck route street section will be constructed on top of a compacted subgrade and contain draitile behind the curb. Construction of a standard residential section includes two lifts of bituminous pavement (4.5"), aggregate base (8.0"), and select granular borrow (12.0") underlain by geotextile fabric. The standard residential street section will be constructed on top of a compacted subgrade and contain draitile behind the curb. The typical section for the City standard truck route and residential sections are shown on Figure No. 2.2. Known soils conditions in the area include heavy and stable clay.

Construction staging will be further refined during final design and coordinated with the Trunk Highway 5 construction. Phasing is subject to change based on findings during final design and may be adjusted as the project progresses from utility work to street construction.

## **B. STORM SEWER IMPROVEMENTS**

The existing storm sewer systems on 5<sup>th</sup> Street will be improved as shown in Figure No. 2.3. Existing drainage patterns will primarily be maintained. New storm sewer improvements are proposed along 5<sup>th</sup> Street where access to Trunk Highway 5 will be removed, as well as at the south ends of Oak Street and Orange Street. Additional catch basins will be installed at

the intersection of Elm Street and 5th Street. A new storm sewer manhole will also be constructed on Elm Street to provide a connection point for the Waconia 1 Collision & Auto project.

Storm water treatment will be required in order to meet the Carver County Watershed Management Organization's (CCWMO) rules. The 5th Street Area Improvements Project will receive stormwater volume reduction and water quality treatment credits from the Highway 5 Phase 2 Project due to the oversizing of the stormwater basin constructed as part of the Highway 5 Phase 2 improvements. These credits are banked in accordance with CCWMO guidelines and will satisfy the stormwater requirements for this project. The credits are applied on a 1:1 basis.

The total estimated cost for the proposed street and storm sewer reconstruction improvements is \$2,482,594. Of this amount \$611,446 is considered assessable. Itemized cost estimates are provided in Appendix B of this report. Financing and funding for the entire project is discussed in Section 3.

### **C. SIDEWALK IMPROVEMENTS**

The proposed sidewalk reconstruction locations are also shown in Figure No. 2.1. The proposed sidewalk on the west side of Elm Street will be 6-feet wide at back of curb and the east side of Elm Street between Trunk Highway 5 and 5<sup>th</sup> Street will be 6-feet wide with a 4-foot wide grass boulevard. The existing sidewalk widths vary and there is no boulevard except for the segment between 5<sup>th</sup> Street and the north bank entrance. All existing and proposed pedestrian ramps will be constructed to Americans with Disabilities Act (ADA) standards to provide adequate access to all users.

The total estimated cost of the sidewalk improvements is \$93,592 which is not considered an assessable cost. An itemized cost is provided in Appendix B of this report. Financing and funding for the entire project is discussed in Section 3.

### **D. SANITARY SEWER IMPROVEMENTS**

The sanitary sewer improvements include reconstruction of the sanitary sewer main, manholes, and service connections along Elm Street and Pine Street between Trunk Highway 5 and 5th Street; along 5th Street from Orange Street to the former Trunk Highway 5 entrance; and along the east side of 144 5th Street E, as shown in Figure No. 2.4. The sewer reconstruction consists of replacing the old and deteriorated 8" clay sewer system with an 8-

inch PVC sewer main and with sewer services from the main to the property line. Sanitary manholes will be replaced, and new sewer will be connected to existing sewer as needed.

The total estimated cost for all of the sanitary sewer improvements is \$550,896. Of this amount, \$130,380 is considered assessable. Itemized cost estimates are provided in Appendix B. Financing and funding are discussed in Section 3.

## **E. WATERMAIN IMPROVEMENTS**

Figure No. 2.5 indicates the proposed watermain improvements. The existing watermain consists of 6-inch and 8-inch mains. The existing system is aging and is susceptible to breakages and leaks. Breakages and leaks result in high maintenance and repair costs, service disruptions, and saturation of the street subgrade. Therefore, the proposed improvements include removing and replacing the watermain system within the street right-of-way with 8-inch PVC main. Replacement includes the mainline, gate valves, hydrants, and services.

The proposed pipe material is polyvinyl chloride pipe (PVC). This pipe is more resistant to corrosion from the in-place clay soils. Previous geotechnical evaluations on adjacent projects included soil resistivity testing to determine how corrosive the in-place soils are. These tests resulted in resistivity values showing the in-place soil to be moderately corrosive. To protect the watermain against corrosion, the following steps will be taken during construction:

- All hydrants and gate valves will be manufactured and secured utilizing stainless steel bolts.
- All fittings will be coated with fusion bonded epoxy.
- All ductile iron pipe, fittings, valves, valve boxes, and hydrant risers will be wrapped in polyethylene encasement material and provided with cathodic protection.

The total estimated cost for all of the watermain improvements is \$699,068 of which all is considered non-assessable for this project. The Minnesota Department of Transportation has not yet made their funding determination for items needed to occur as part of the adjacent Highway 5 Phase 2 project. However, it is assumed that the majority of these watermain improvements will be covered by grant funds allocated to the Highway 5 Phase 2 project.

Itemized cost estimates are provided in Appendix B. Financing and funding are discussed in Section 3.

## SECTION 3 – FINANCING / FUNDING

---

### A. FINANCING

The proposed method of financing for the 5<sup>th</sup> Street Area Improvements Project is through the sale of a combined bond consisting of a Chapter 429 General Obligation Bond, a Chapter 115 Sanitary Sewer Revenue Bond, and a Chapter 444 Water and Stormwater Revenue Bond. The Chapter 429 Bond would be used for the street/storm sewer reconstruction. The Chapter 115 Bond would be used for the sanitary sewer reconstruction. The Chapter 444 Bond would be used for the watermain reconstruction and miscellaneous drainage improvements. PIR Capital Improvement cash would be used for the sidewalk improvements.

It is recommended that the City discuss financing options in more detail with their Financial Consultant. Combining the financing of this project with other possible planned improvements or planned equipment purchases should also be evaluated and discussed.

The total estimated project cost is \$3,826,150. The detailed cost estimates for individual project components are located in Appendix B. The estimates consist of the estimated construction cost based on recent construction bid prices, a 10% allowance for contingencies, and a 25% allowance for bidding, surveying, engineering, property owner coordination, construction staking, construction administration, and inspection costs.

### B. FUNDING

The different funding sources proposed to be used to service the bond debt include the following:

- Special assessments
- New special debt levy
- Stormwater funds
- Sewer funds
- Water funds
- PIR funds

- Highway 5 Phase 2 grant funds

The City has funds available in the various fund accounts to service the debt. And if necessary, the City also has funds available in the general fund to service the debt.

The following sections provide a cost apportionment and funding source summary for the various project components.

**C. STREET / STORM / SIDEWALK RECONSTRUCTION**

The total project costs are apportioned as follows:

<b>Item</b>	<b>Cost / FF</b>	<b>City Cost or Assessment</b>	<b>Recommended Funding Source</b>
<b>Sidewalk Construction Cost</b>			
Sidewalk Construction Cost	\$93,592	City	PIR Fund
<b>Total Project Cost:</b>	<b>\$93,592</b>		
<b>Street / Storm Reconstruction Costs</b>			
Extra Section Depth / Width	\$551,048	City	New Special Debt Levy
Street / Storm Reconstruction Cost	\$1,931,546		
<b>Total Street / Storm Reconstruction Cost:</b>	<b>\$2,482,594</b>		
<b>Assessment Calculations</b>			
Standard Street Section Cost	\$1,931,546		
City Contribution (50%)	\$965,773	City	New Special Debt Levy
Assessable Eligible Portion (50%)	\$965,773		
Total Front Footage	3,634.25		
Corner Lot Front Footage (Feet)	0		
Assessment Basis Front Footage (Feet)	3,634.25		
Assessable Cost Per Front Foot	\$265.74		
Non-Assessable Front Footage (Feet)	1,333.35		
Non-Assessable Cost	\$354,327	City	New Special Debt Levy
City Front Footage (Feet)	0.0		
City Front Footage Cost	\$0		
Assessment Front Footage (Feet)	2,300.90		
Total Assessed Amount	\$611,446	Assessment	Special Assessments
<b>Total City Cost:</b>	<b>\$1,964,740</b>		
<b>Total Assessed Amount:</b>	<b>\$611,446</b>		
<b>Total Project Cost:</b>	<b>\$2,576,186</b>		

Following are several characteristics that make this project area unique:

- Over half of the lots are corner lots.
- The long side of the corner lots front the project area for all of these corner lots.
- There are 3 lots on the project area with frontage that does not front the project area. Per policy, these are assessed at 75% of their lot frontage that faces the project area.
- The location of Highway 5 results in approximately 2½ blocks where there are no lots on the south side of 5th Street.

Due to this unique project area, it is recommended to base the per front footage cost on the entire project area rather than including a portion of the corner lot footage in the overall assessment calculations. This approach is included on the previous table and lowers the preliminary street assessments by approximately 30%.

**D. SANITARY SEWER**

The sanitary sewer proposed for reconstruction services commercial and residential properties. Commercial and multi-family properties are converted to equivalent residential units (ERUs) based on water usage. Two properties exceed the normal water usage for a typical single-family home. These properties and their ERU calculations are as follows:

<b>Property Owner</b>	<b>Property Address</b>	<b>Annual Water Usage (gal)</b>	<b>Daily Water Usage (gal)</b>	<b>Daily Usage / ERU (gal)</b>	<b>*ERUs</b>
CRS PROPERTIES	524 ELM ST	184,000	505	275	1.5
WACONIA COMMONS LLC	540 ELM ST S	315,000	864	275	3

\* ERUs are rounded down to the nearest 0.5 units

\*\* Estimated usage based on total ERU calculation

On previous projects the portion of the sanitary sewer cost that was assessed consisted of 50 percent of the typical project sanitary sewer cost. Costs related to bypass pumping are isolated as City costs and not included in the assessment calculations.

Also, the unique project area as discussed with the street assessments should be considered by including non-assessable sanitary sewer units. To remain fair and equitable, it is recommended to include 20 non-assessable units to account for the large amount of frontage along the long side yard lots and along Highway 5 that do not contain sewer services. With the addition of these non-assessable units, this project contains 39.5 sewer units, 19.5 of which are assessable.

Based on the information and recommendations above, the total project costs for the sanitary sewer component of the proposed project are apportioned as follows:

Item	Cost / Units	City Cost or Assessment	Recommended Funding Source
<b>Total Sanitary Sewer Project Costs</b>			
Typical Sanitary Sewer Project Cost	\$528,208		
City Contribution Cost	\$22,688	City	Sewer Fund
<b>Total Project Cost:</b>	<b>\$550,896</b>		
<b>Assessment Calculations</b>			
Assessment Eligible Portion	\$528,208		
City Contribution (50%)	\$264,104	City	Sewer Fund
Assessable Eligible Portion (50%)	\$264,104		
Sanitary Sewer Units	39.5		
Assessment Per Unit	\$6,686.18		
Assessable Units	19.5		
Non-Assessable Units	20		
Non-Assessable Cost	\$133,724	City	Sewer Fund
Total Assessed Amount	\$130,380	Assessment	Special Assessments
<b>Total City Cost:</b>	<b>\$420,516</b>		
<b>Total Assessed Amount:</b>	<b>\$130,380</b>		
<b>Total Project Cost:</b>	<b>\$550,896</b>		

**E. WATERMAIN**

Watermain costs are typically partially assessed and partially paid by the City through the water fund. However, with relocating the watermain out of the Highway 5 right-of-way, the majority of the watermain for this project will be paid with grant funds and any remaining costs will be paid via the City’s water fund. The total estimated project cost for watermain is \$699,068.

**F. OVERALL COST SUMMARY**

In summary, a portion of the street and utility reconstruction work will be assessed to benefit property owners and the remaining work is recommended to be paid by the City. The overall costs for all project components are summed as follows:

<b>Item</b>	<b>Cost</b>	<b>Recommended Funding Source</b>
Assessed Amount (Per Policy)	\$741,826	Special Assessments
Street & Utility Reconstruction (City Cost)	\$2,385,256	Combined Bond Funds & PIR Capital Improvement Funds
Watermain	\$699,068	Highway 5 Grant Funds
<b>Total Overall Project Cost:</b>	<b>\$3,826,150</b>	

**G. ASSESSMENTS**

The assessable portion of the street and utility reconstruction work is proposed to be assessed to the benefiting properties in accordance with current City policy as follows:

- Street Reconstruction - 50% Assessed on a Front Footage Basis of Standard City Residential Street
- Storm Sewer Reconstruction - 50% Assessed on a Front Footage Basis
- Sanitary Sewer Reconstruction - 50% Assessed on a Unit Basis
- Watermain Reconstruction – Not Assessed

Some of the project components would not be assessed. These project components include the following:

- Extra Depth and Width of Street Reconstruction
- Sidewalk Reconstruction
- Sanitary Sewer & Watermain Non-Standard Construction Items

The current estimated assessable percentage of the street and utility reconstruction project is 19.4%. The minimum required assessable percentage for a Chapter 429 bond is 20.0%. Consistent with City policy and previous assessment projects, a benefit evaluation will be conducted to determine the special benefit amounts. The assessments will be capped at these amounts as determined by this benefit evaluation process. This process is anticipated to

lower the assessments and reduce the assessable percentage of the project. Therefore, as discussed in the previous section, a combined bond approach is recommended in order meet all statutory requirements.

A copy of the current City assessment policy is included in Appendix C of this report for reference. Located in Appendix A is an assessment area map (Figure 3.1). To follow is the preliminary assessment roll (Table 3.1) for the street and utility reconstruction project area and debt service and proposed funding sources (Tables 3.2).

**TABLE 3.1 - PRELIMINARY ASSESSMENT ROLL  
5TH STREET AREA IMPROVEMENTS PROJECT  
4/29/2026**

PROP. NO.	P.I.D.	OWNER	PROPERTY ADDRESS	OWNER ADDRESS		F/F	*STREET ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT	**ANNUAL ASSESSMENT PAYMENT
1	755030240	TAYLOR A ZALLEK	441 OLIVE ST S	441 S OLIVE ST	WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
2	755000190	PHILIP J GRAFFUNDER	440 ELM ST S	440 ELM ST S	WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
3	755000291	DAVID BUMGARNER	441 ELM ST S	441 ELM ST S	WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
4	755000300	TR AGREEMENT OF DAVID & DIANE LAABS	40 5TH ST E	229 E LINCOLN AVE	GAYLORD MN 55334	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
5	755000400	LELAND M OTTO	441 PINE ST S	509 PINE ST S	WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
6	750243110	NATALIE MEGER	144 5TH ST E	7526 W 270TH ST	BELLE PLAINE MN 56011	100.00	\$26,574.20	1.0	\$6,686.17	\$33,260.37	\$4,412.58
7	750243010	NATALIE MEGER	132 5TH ST E	7526 W 270TH ST	BELLE PLAINE MN 56011	75.00	\$19,930.65	1.0	\$6,686.17	\$26,616.82	\$3,531.19
8	755020250	CHARLES W & MARLENE L SCHMAKEL	156 5TH ST E	156 E 5TH ST	WACONIA MN 55387	115.60	\$30,719.77	1.0	\$6,686.17	\$37,405.95	\$4,962.56
9	755020260	MICHAEL C SCHMAKEL	140 5TH ST E	156 5TH ST E	WACONIA MN 55387	86.70	\$23,039.83	1.0	\$6,686.17	\$29,726.00	\$3,943.68
10	750242200	MATTHEW G GELLER	216 5TH ST E	216 5TH ST E	WACONIA MN 55387	127.05	\$33,762.52	1.0	\$6,686.17	\$40,448.69	\$5,366.24
11	755020240	MATTHEW G GELLER	216 5TH ST E	216 5TH ST E	WACONIA MN 55387	176.00	\$46,770.59	1.0	\$6,686.17	\$53,456.76	\$7,091.99
12	754400120	PATS PROPERTIES LLC	240 5TH ST E	8080 SCANDIA ROAD	WACONIA MN 55387	80.50	\$21,392.23	1.0	\$6,686.17	\$28,078.40	\$3,725.10
13	754400050	ALLICIA ANDERSEN	433 OAK ST S	433 S OAK ST	WACONIA MN 55387	79.50	\$21,126.49	1.0	\$6,686.17	\$27,812.66	\$3,689.84
14	754400040	WILLIAM S & SUSAN M HEIL	400 ORANGE ST S	400 ORANGE ST S	WACONIA MN 55387	79.50	\$21,126.49	1.0	\$6,686.17	\$27,812.66	\$3,689.84
15	755020280	DRU M DELANGE	409 ORANGE ST S	PO BOX 609	LESTER PRAIRIE MN 55354	74.10	\$19,691.48	1.0	\$6,686.17	\$26,377.65	\$3,499.46
16	755030310	KURT E & LISA M SIEBERT	501 OLIVE ST S	501 S OLIVE ST	WACONIA MN 55387	78.50	\$20,860.75	0.0	\$0.00	\$20,860.75	\$2,767.55
17	755000510	CRS PROPERTIES LLC	524 ELM ST S	8150 WILDWOOD ROAD	WACONIA MN 55387	189.00	\$50,225.24	1.5	\$10,029.26	\$60,254.50	\$7,993.83
18	755000480	WACONIA COMMONS LLC	540 ELM ST S	13911 RIDGEDALE DR STE 100	MINNETONKA MN 55305	90.90	\$24,155.95	3.0	\$20,058.52	\$44,214.46	\$5,865.83
19	755000430	SECURITY BANK WACONIA	539 ELM ST S	PO BOX 45	WACONIA MN 55387	222.85	\$59,220.60	1.0	\$6,686.17	\$65,906.78	\$8,743.70
20	755000470	BRIAN MACKENTHUN	500 PINE ST S	8200 KELZER POND DR	VICTORIA MN 55386	107.50	\$28,567.26	1.0	\$6,686.17	\$35,253.44	\$4,676.99
21	755000460	SECURITY BANK WACONIA	508 PINE ST S	PO BOX 45	WACONIA MN 55387	72.20	\$19,186.57	1.0	\$6,686.17	\$25,872.74	\$3,432.48
22	755000410	ALINA M LUEDLOFF	501 PINE ST S	501 PINE ST S	WACONIA MN 55387	103.50	\$27,504.30	1.0	\$6,686.17	\$34,190.47	\$4,535.97
23	755000420	LELAND M OTTO	509 PINE ST S	509 PINE ST S	WACONIA MN 55387	50.00	\$13,287.10	1.0	\$6,686.17	\$19,973.27	\$2,649.81
						2,300.90					

\*Cost per FF = \$265.74 (Original Calculation)

\*\*Based on a 5.50% Interest Rate and a 10 Year Term.

	<b>Totals:</b>	\$611,445.76	19.5	\$130,380.36	\$741,826.12	\$98,416.42
	TOTAL FRONT FOOTAGE:	3,634.25				
	CORNER LOT CREDIT:	0.00				
	ASSESSMENT BASIS FRONT FOOTAGE:	3,634.25				
	NON-ASSESSABLE FRONT FOOTAGE:	1,333.35				
	ASSESSMENT FRONT FOOTAGE:	2,300.90				

**TABLE 3.2**  
**DEBT SERVICE & PROPOSED FUNDING SOURCES**  
**FOR**  
**5TH STREET AREA IMPROVEMENTS PROJECT**  
4/29/2026

PROPOSED PROJECTS	TOTALS					DEBT SERVICE / FUNDING SOURCE						RECOMMENDED FINANCING OPTION
	TOTAL PROJECT COST	TOTAL ASSESS. AMOUNT	TOTAL GRANT AMOUNT	TOTAL CITY COST	TOTAL ASSESS. %	TOTAL DEBT SERVICE	DEBT SVC ASSMT REVENUE	DEBT SVC GENERAL/PIR FUND	DEBT SVC SEWER FUND	DEBT SVC WATER FUND	TOTAL REVENUE	
STREET & UTILITY RECONSTRUCTION	\$3,826,150	\$741,826	\$699,068	\$2,385,256	19.4%	\$395,197	\$93,751	\$248,302	\$53,144	\$0	\$395,197	\$3,850,000 Combined Bond
<b>TOTALS:</b>	<b>\$3,826,150</b>	<b>\$741,826</b>	<b>\$699,068</b>	<b>\$2,385,256</b>	<b>19.4%</b>	<b>\$395,197</b>	<b>\$93,751</b>	<b>\$248,302</b>	<b>\$53,144</b>	<b>\$0</b>	<b>\$395,197</b>	


- Notes:
- 1.) All Debt Service Projections are Based on a 10-Year Bond At 4.5%.
  - 2.) Actual Assessment Revenue Debt Service Will Be Based On Interest Rate 1.0% Above Bonding Cost (=4.5% + 1.0% = 5.5%) With a 10-Year Term.
  - 3.) Amounts Shown Do Not Include Any Grant Funds Which May Reduce the Required Payment Amounts.
  - 4.)The MnDOT Funding Determination and the Timing of the Grant Funds May Allow for the Bonding Amount to be Lowered.

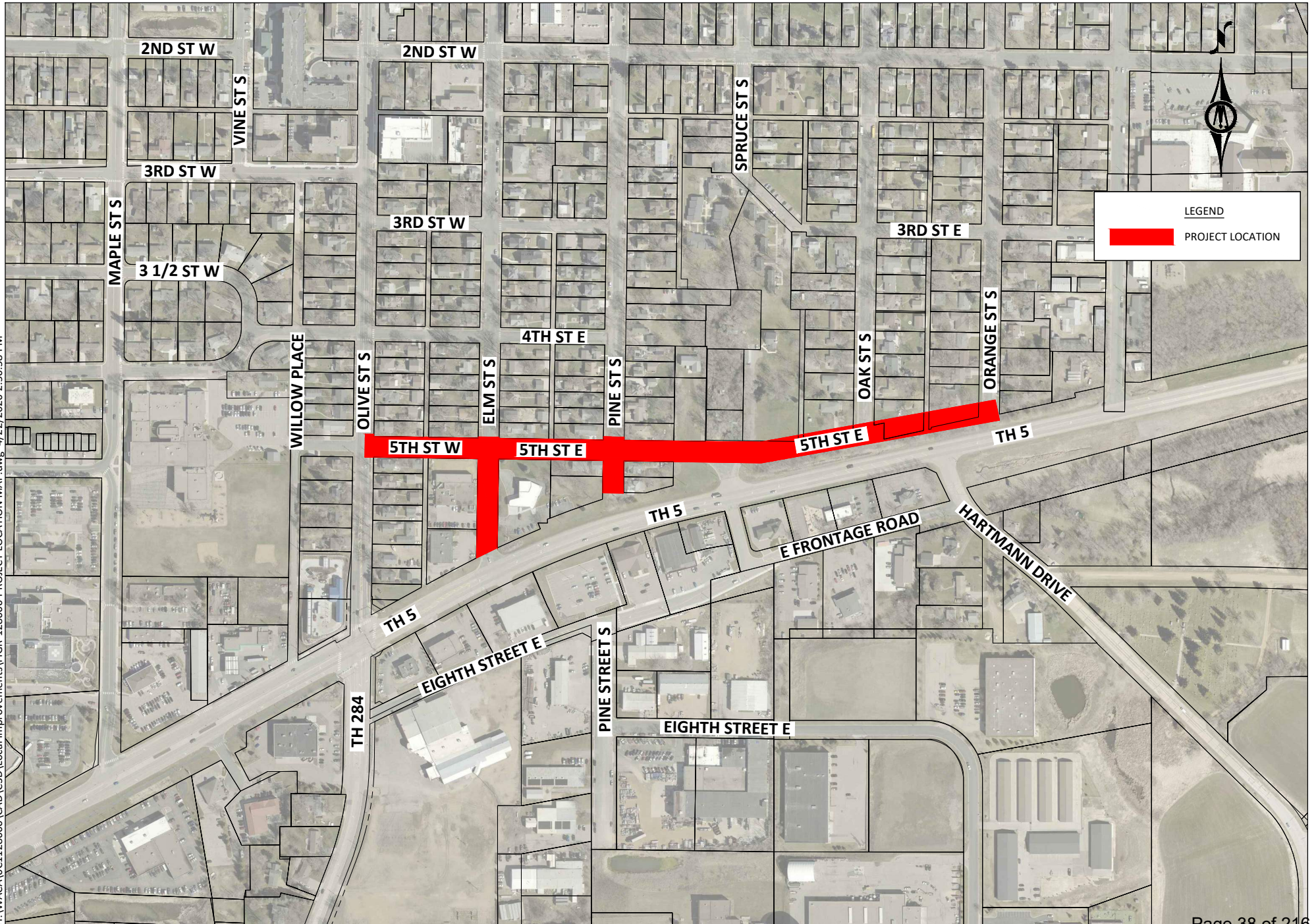
# **APPENDIX A**

## **FIGURES**

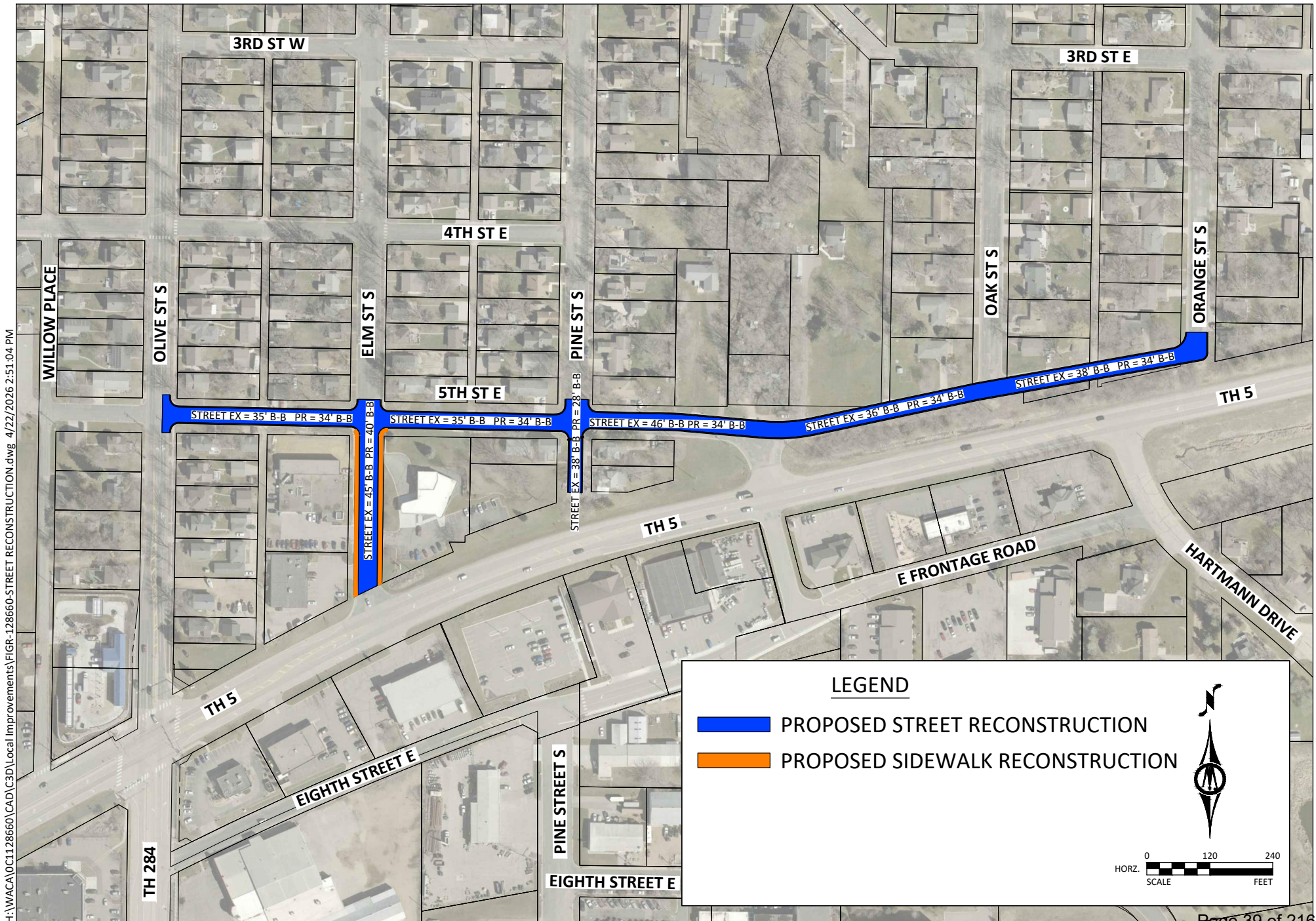


LEGEND

 PROJECT LOCATION

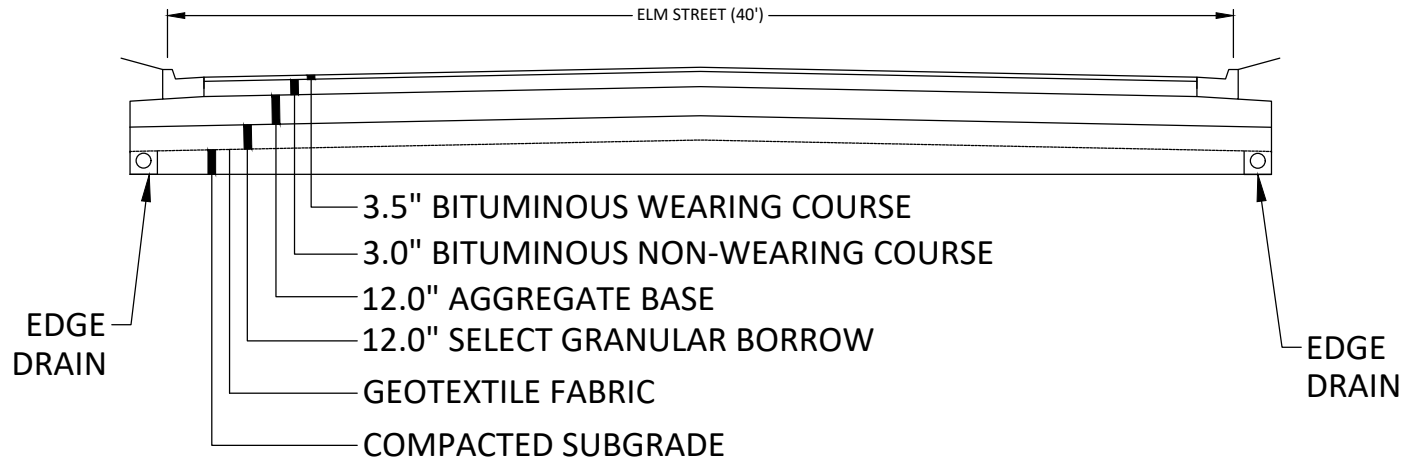


H:\WACA\0C1128660\CAD\C3D\Local Improvements\FIGR-128660-PROJECT LOCATION MAP.dwg 4/22/2026 2:50:58 PM

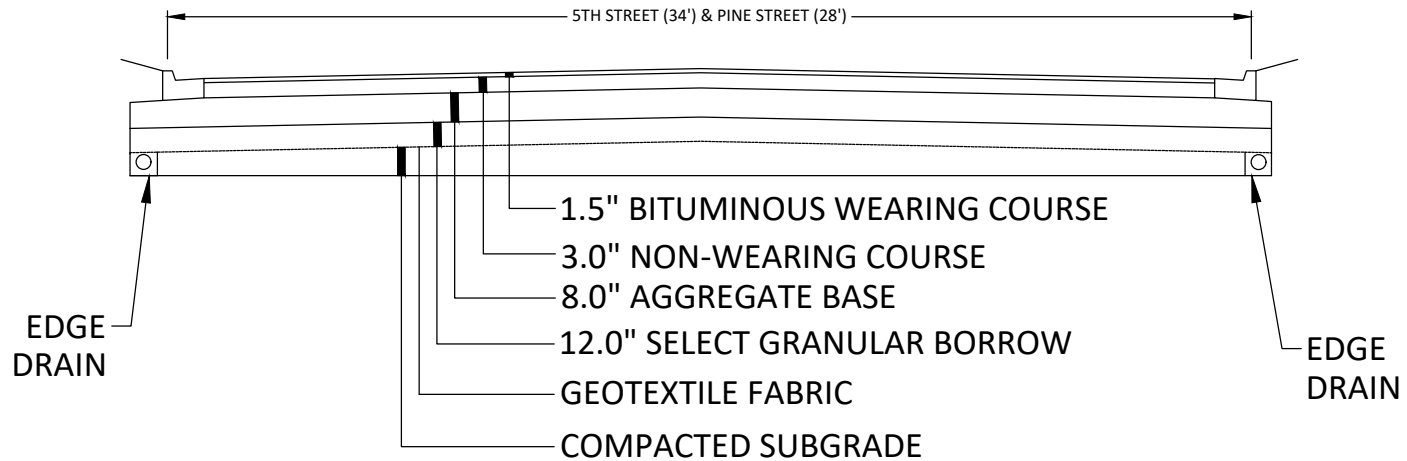


H:\WACA\0C1128660\CAD\C3D\Local Improvements\FIGR-128660-STREET RECONSTRUCTION.dwg 4/22/2026 2:51:04 PM

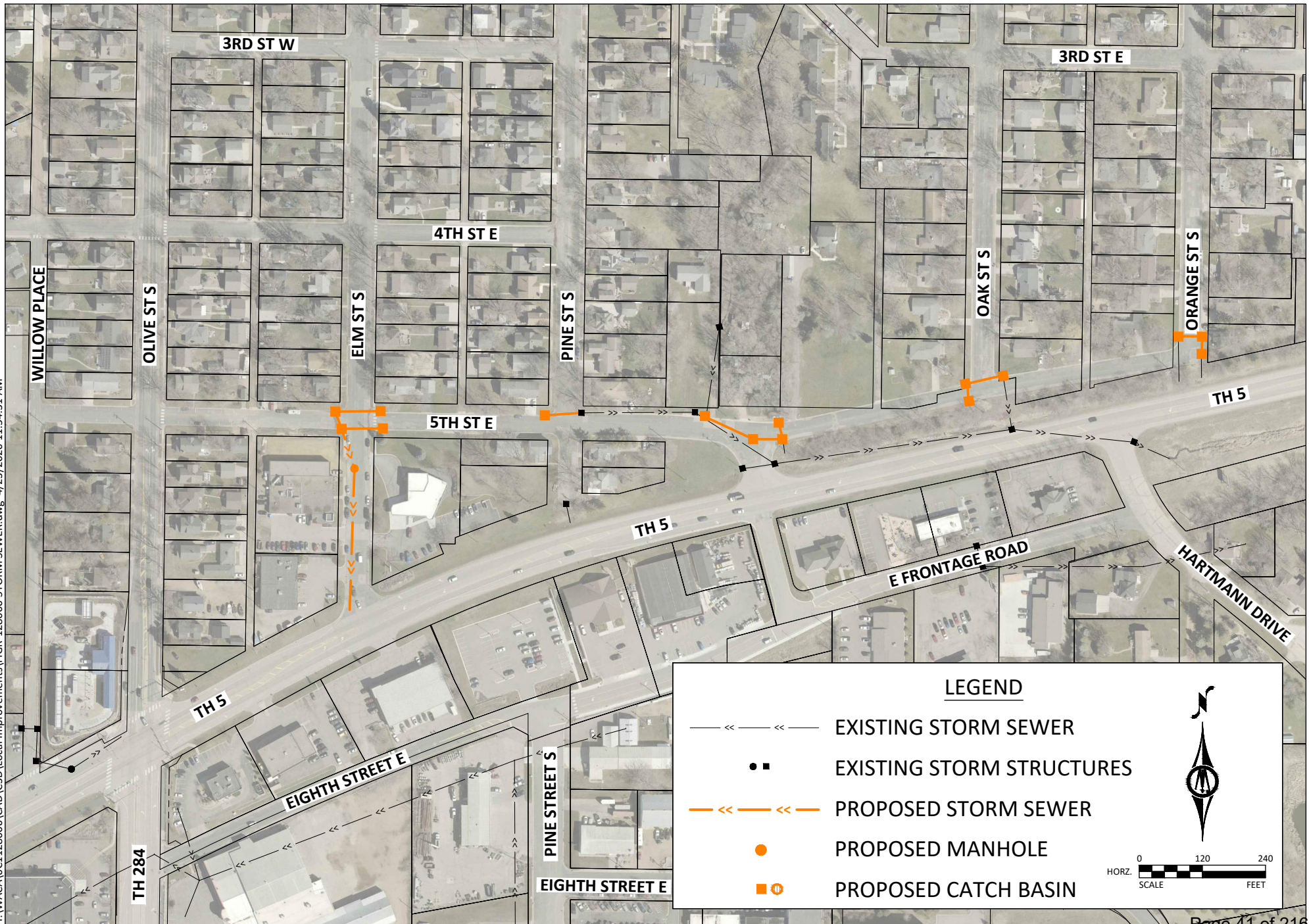
**STREET SECTION (TRUCK SECTION)**  
NOT TO SCALE



**STREET SECTION (RESIDENTIAL SECTION)**  
NOT TO SCALE

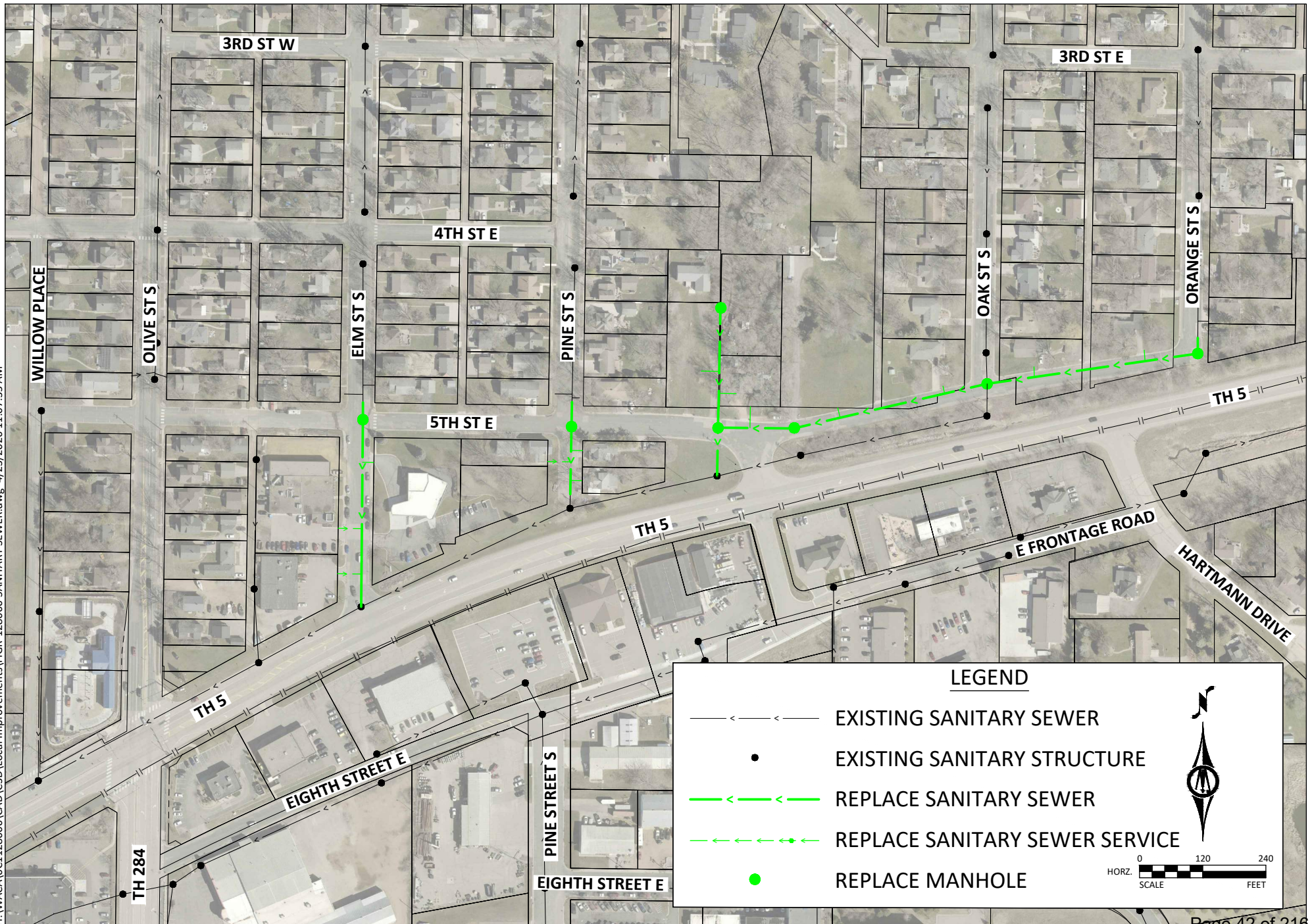


H:\WACA\0C1128660\CAD\C3D\Local Improvements\FIGR-128660-STORM SEWER.dwg 4/23/2026 11:54:31 AM



LEGEND	
	EXISTING STORM SEWER
	EXISTING STORM STRUCTURES
	PROPOSED STORM SEWER
	PROPOSED MANHOLE
	PROPOSED CATCH BASIN

H:\WACA\0C1128660\CAD\C3D\Local Improvements\FIGR-128660-SANITARY SEWER.dwg 4/23/2026 11:07:35 AM







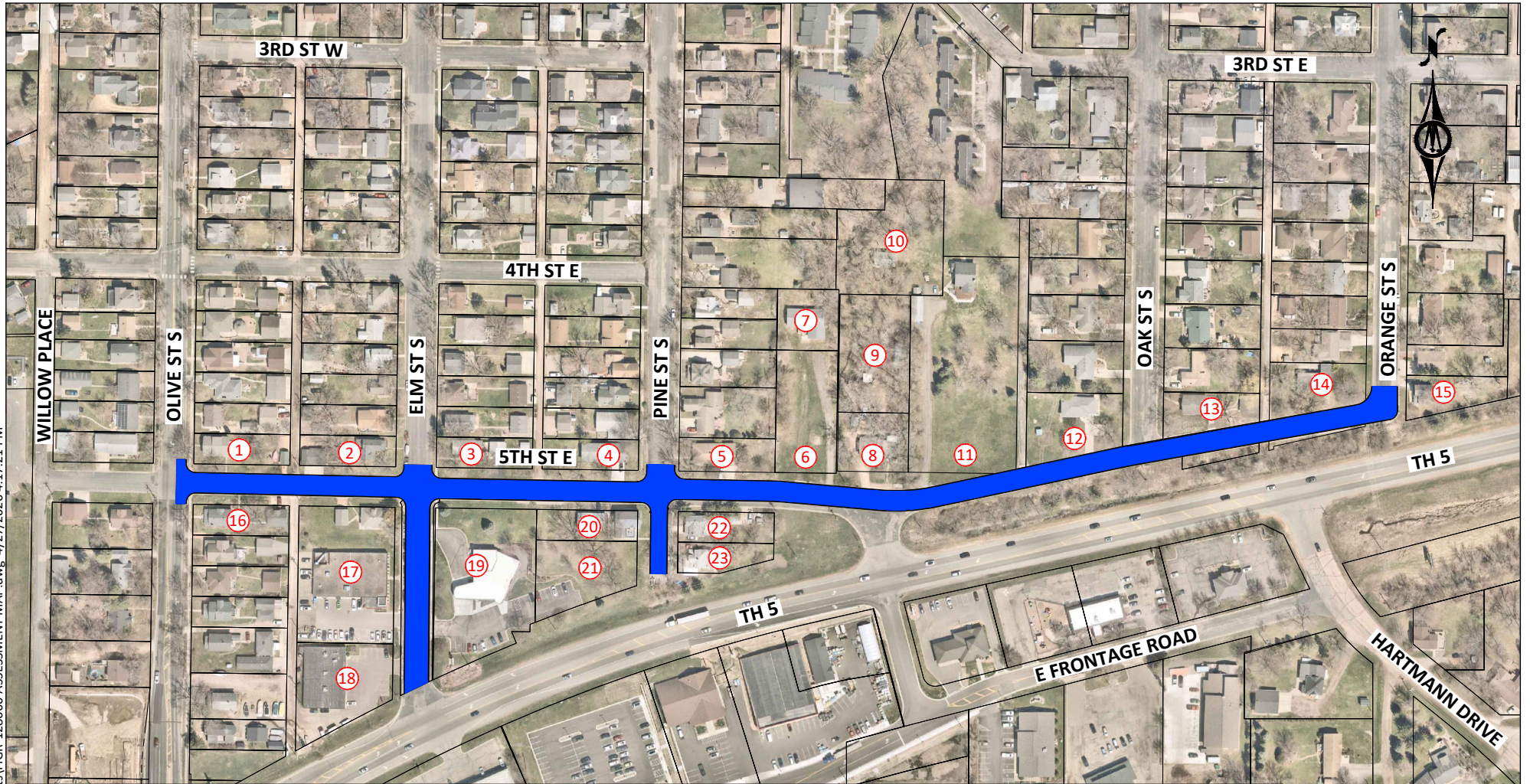
# 5th Street Area Improvements

City of Waconia

## Figure 3.1: Assessment Map



April 2026



H:\WACONIA\01128660\CAD\CAD\Local Improvements\FIGR-128660-ASSESSMENT MAP.dwg 4/27/2026 4:17:21 PM

PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D	PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D	PROP. NO.	OWNER	PROPERTY ADDRESS	P.I.D
1	TAYLOR A ZALLEK	441 OLIVE ST S	755030240	11	MATTHEW G GELLER	216 5TH ST E	755020240	21	SECURITY BANK WACONIA	508 PINE ST S	755000460
2	PHILIP J GRAFFUNDER	440 ELM ST S	755000190	12	PATS PROPERTIES LLC	240 5TH ST E	754400120	22	ALINA M LUEDLOFF	501 PINE ST S	755000410
3	DAVID BUMGARNER	441 ELM ST S	755000291	13	ALLICIA ANDERSEN	433 OAK ST S	754400050	23	LELAND M OTTO	509 PINE ST S	755000420
4	TR AGREEMENT OF DAVID & DIANE LAABS	40 5TH ST E	755000300	14	WILLIAM S & SUSAN M HEIL	400 ORANGE ST S	754400040				
5	LELAND M OTTO	441 PINE ST S	755000400	15	DRU M DELANGE	409 ORANGE ST S	755020280				
6	NATALIE MEGER	144 5TH ST E	750243110	16	KURT E & LISA M SIEBERT	501 OLIVE ST S	755030310				
7	NATALIE MEGER	132 5TH ST E	750243010	17	CRS PROPERTIES LLC	524 ELM ST S	755000510				
8	CHARLES W & MARLENE L SCHMAKEL	156 5TH ST E	755020250	18	WACONIA COMMONS LLC	540 ELM ST S	755000480				
9	MICHAEL C SCHMAKEL	140 5TH ST E	755020260	19	SECURITY BANK WACONIA	539 ELM ST S	755000430				
10	MATTHEW G GELLER	216 5TH ST E	750242200	20	BRIAN MACKENTHUN	500 PINE ST S	755000470				

## **APPENDIX B**

### **ITEMIZED COST ESTIMATES**

**ESTIMATED PROJECT COST  
FOR  
5TH ST. AREA IMPROVEMENTS  
4/29/2026**

**STREET RECONSTRUCTION - ASSESSABLE**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$ 35,000.00	\$ 35,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00
3	REMOVE BITUMINOUS PAVEMENT	SQ YD	11,172	\$ 2.25	\$ 25,137.00
4	REMOVE CONCRETE CURB & GUTTER	LIN FT	4,187	\$ 6.00	\$ 25,122.00
5	REMOVE CONCRETE DRIVEWAY	SQ FT	10,122	\$ 3.50	\$ 35,427.00
6	REMOVE BITUMINOUS DRIVEWAY	SQ FT	2,749	\$ 4.25	\$ 11,683.25
7	REMOVE AGGREGATE DRIVEWAY	SQ FT	1,434	\$ 3.00	\$ 4,302.00
8	REMOVE CONCRETE STAIRS	SQ FT	96	\$ 25.00	\$ 2,400.00
9	REMOVE DRAIN PIPE	LIN FT	455	\$ 10.00	\$ 4,550.00
10	REMOVE DRAINAGE STRUCTURE	EACH	6	\$ 1,200.00	\$ 7,200.00
11	SALVAGE & REINSTALL SIGN	EACH	10	\$ 350.00	\$ 3,500.00
12	SALVAGE & REINSTALL MAILBOX	EACH	4	\$ 350.00	\$ 1,400.00
13	COMMON EXCAVATION (EV)	CU YD	6,920	\$ 29.00	\$ 200,680.00
14	GEOTEXTILE FABRIC TYPE 7	SQ YD	10,485	\$ 3.25	\$ 34,076.25
15	AGGREGATE BASE CLASS 5 (CV) - 8" DEPTH	TON	4,977	\$ 33.00	\$ 164,241.00
16	CONCRETE CURB & GUTTER (B618)	LIN FT	4,937	\$ 26.00	\$ 128,362.00
17	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	1,500	\$ 90.00	\$ 135,000.00
18	BITUMINOUS WEAR COURSE - 1.5" DEPTH	TON	764	\$ 93.00	\$ 71,052.00
19	3" BITUMINOUS DRIVEWAY	SQ FT	2,649	\$ 9.50	\$ 25,165.50
20	CONCRETE DRIVEWAY	SQ FT	4,568	\$ 13.00	\$ 59,384.00
21	AGGREGATE SURFACING	TON	1,401	\$ 37.50	\$ 52,537.50
22	CONCRETE STAIRS	SQ FT	104	\$ 110.00	\$ 11,440.00
23	SOD TYPE LAWN	SQ YD	3,010	\$ 15.00	\$ 45,150.00
24	TOPSOIL BORROW (LV)	CU YD	487	\$ 52.00	\$ 25,324.00
25	CONSTRUCT DRAINAGE STRUC. DES 2'X3'	EACH	6	\$ 4,000.00	\$ 24,000.00
26	CONSTRUCT DRAINAGE STRUC. DES 4022-48	EACH	11	\$ 8,000.00	\$ 88,000.00
27	CONSTRUCT DRAINAGE STRUC. DES 4020-48	EACH	1	\$ 8,000.00	\$ 8,000.00
28	15" RC PIPE SEWER DES 3006 CL V	LIN FT	242	\$ 83.00	\$ 20,086.00
29	18" RC PIPE SEWER DES 3006 CL V	LIN FT	701	\$ 88.00	\$ 61,688.00
30	CASTING ASSEMBLY (STORM)	EACH	13	\$ 1,300.00	\$ 16,900.00
31	ADJUST CASTING (STORM)	EACH	1	\$ 950.00	\$ 950.00
32	CONNECT TO EXISTING STORM PIPE	EACH	3	\$ 2,000.00	\$ 6,000.00
33	CONNECT TO EXISTING STORM STRUCTURE	EACH	1	\$ 2,000.00	\$ 2,000.00
34	CONNTXCT TO EXSITING 4" PEROFRATED EDGE DRAIN	EACH	3	\$ 1,100.00	\$ 3,300.00
35	STORM DRAIN INLET PROTECTION	EACH	12	\$ 250.00	\$ 3,000.00
36	SILT FENCE	LIN FT	2,982	\$ 4.00	\$ 11,928.00
37	BIOROLL	LIN FT	1,155	\$ 5.00	\$ 5,775.00
38	LANDSCAPING	ALLOWANCE	1	\$ 20,000.00	\$ 20,000.00
39	IRRIGATION & DOG FENCE REPAIR	ALLOWANCE	1	\$ 10,000.00	\$ 10,000.00

	<b>SUBTOTAL:</b>	<b>\$1,404,760.50</b>
	<b>CONTINGENCIES (10%):</b>	<b>\$140,476.05</b>
	<b>ESTIMATED CONSTRUCTION COST:</b>	<b>\$1,545,236.55</b>
<b>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (25%):</b>		<b>\$386,309.14</b>
	<b>TOTAL ESTIMATED PROJECT COST:</b>	<b>\$1,931,545.69</b>

**ESTIMATED PROJECT COST  
FOR  
5TH ST. AREA IMPROVEMENTS  
4/29/2026**

**STREET RECONSTRUCTION (EXTRA SECTION - NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1.00	\$ 8,000.00	\$ 8,000.00
2	CLEAR & GRUB TREE	EACH	4	\$ 750.00	\$ 3,000.00
3	COMMON EXCAVATION (EV)	CU YD	673	\$ 29.00	\$ 19,517.00
4	SUBGRADE EXCAVATION (EV)	CU YD	363	\$ 35.00	\$ 12,705.00
5	4" PERFORATED EDGE DRAIN	LIN FT	5,303	\$ 22.00	\$ 116,666.00
6	4" PVC DRAIN TILE CLEANOUT	EACH	14	\$ 500.00	\$ 7,000.00
7	GEOTEXTILE FABRIC TYPE 7	SQ YD	264	\$ 3.25	\$ 858.00
8	AGGREGATE BASE CLASS 5 (CV) - 4" DEPTH	TON	150	\$ 33.00	\$ 4,950.00
9	AGGREGATE BASE CLASS 5 (CV) - 8" DEPTH	TON	304	\$ 33.00	\$ 10,032.00
10	STABILIZING AGGREGATE (CV)	TON	621	\$ 50.00	\$ 31,050.00
11	SELECT GRANULAR BORROW (CV) - 12" DEPTH	CU YD	4,240	\$ 33.00	\$ 139,920.00
12	BITUMINOUS NON-WEAR COURSE - 3.0" DEPTH	TON	152	\$ 90.00	\$ 13,680.00
13	BITUMINOUS WEAR COURSE - 2.0" EXTRA DEPTH	TON	114	\$ 93.00	\$ 10,602.00
14	BITUMINOUS WEAR COURSE - 3.5" EXTRA DEPTH	TON	166	\$ 93.00	\$ 15,438.00
15	4" SOLID LINE WHITE	LIN FT	185	\$ 2.50	\$ 462.50
16	CROSSWALK EXPOXY	SQ FT	126	\$ 7.00	\$ 882.00
17	ROCK CONSTRUCTION ENTRANCE	EACH	6	\$ 1,000.00	\$ 6,000.00

<i>SUBTOTAL:</i>	\$400,762.50
<i>CONTINGENCIES (10%):</i>	\$40,076.25
<i>ESTIMATED CONSTRUCTION COST:</i>	\$440,838.75
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (25%):</i>	\$110,209.69
<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$551,048.44</i></b>

**ESTIMATED PROJECT COST  
FOR  
5TH ST. AREA IMPROVEMENTS  
4/29/2026**

**SIDEWALK (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$ 5,500.00	\$ 5,500.00
2	REMOVE CONCRETE WALK	SQ FT	4,554	\$ 2.80	\$ 12,751.20
3	4" CONCRETE WALK (w/ AGG. CL 5 BASE)	SQ FT	2,818	\$ 12.00	\$ 33,816.00
4	PEDESTRIAN RAMP	EACH	4	\$ 4,000.00	\$ 16,000.00

	<i>SUBTOTAL:</i>	\$68,067.20
	<i>CONTINGENCIES (10%):</i>	\$6,806.72
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$74,873.92
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (25%):</i>		\$18,718.48
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$93,592.40</i></b>

**ESTIMATED PROJECT COST  
FOR  
5TH ST. AREA IMPROVEMENTS  
4/29/2026**

**SANITARY SEWER RECONSTRUCTION (ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
2	CLEAR & GRUB TREE	EACH	4	\$ 750.00	\$ 3,000.00
3	REMOVE SANITARY MANHOLE	EACH	5	\$ 1,250.00	\$ 6,250.00
4	REMOVE SANITARY PIPE	LIN FT	1,707	\$ 15.00	\$ 25,605.00
5	REMOVE SANITARY SERVICE PIPE	LIN FT	530	\$ 15.00	\$ 7,950.00
6	ADJUST RIM & FRAME CASTING	EACH	1	\$ 900.00	\$ 900.00
7	8" PVC PIPE SEWER SDR 35	LIN FT	1,997	\$ 78.00	\$ 155,766.00
8	6" PVC PIPE SEWER SERVICE SDR 26	LIN FT	645	\$ 44.00	\$ 28,380.00
9	8" X 6" SERVICE WYE	EACH	14	\$ 900.00	\$ 12,600.00
10	CLEANOUT	EACH	14	\$ 1,000.00	\$ 14,000.00
11	CONSTRUCT SANITARY MANHOLE	EACH	8	\$ 10,000.00	\$ 80,000.00
12	CASTING ASSEMBLY (SANITARY)	EACH	8	\$ 1,300.00	\$ 10,400.00
13	CONNECT TO EXISTING SANITARY SEWER PIPE	EACH	8	\$ 2,000.00	\$ 16,000.00
14	CONNECT TO EXISTING SANITARY SERVICE	EACH	14	\$ 950.00	\$ 13,300.00

	<i>SUBTOTAL:</i>	\$384,151.00
	<i>CONTINGENCIES (10%)</i>	\$38,415.10
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$422,566.10
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (25%):</i>		\$105,641.53
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$528,207.63</i></b>

**ESTIMATED PROJECT COST  
FOR  
5TH ST. AREA IMPROVEMENTS  
4/29/2026**

**SANITARY SEWER RECONSTRUCTION (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00
2	BYPASS PUMPING	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00

	<i>SUBTOTAL:</i>	\$16,500.00
	<i>CONTINGENCIES (10%):</i>	\$1,650.00
	<i>ESTIMATED CONSTRUCTION COST:</i>	\$18,150.00
	<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (25%):</i>	\$4,537.50
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$22,687.50</i></b>

**ESTIMATED PROJECT COST  
FOR  
5TH ST. AREA IMPROVEMENTS  
4/29/2026**

**WATERMAIN RECONSTRUCTION (NON-ASSESSABLE)**

ITEM NO.	BID ITEM	UNIT	EST QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00
2	REMOVE WATERMAIN	LIN FT	1,699	\$ 7.00	\$ 11,893.00
3	REMOVE HYDRANT	EACH	2	\$ 850.00	\$ 1,700.00
4	REMOVE WATERMAIN SERVICE	LIN FT	328	\$ 15.00	\$ 4,920.00
5	REMOVE GATE VALVE & BOX	EACH	7	\$ 500.00	\$ 3,500.00
6	6" DIP WATERMAIN	LIN FT	35	\$ 90.00	\$ 3,150.00
7	8" PVC WATERMAIN	LIN FT	2,726	\$ 80.00	\$ 218,080.00
8	HYDRANT	EACH	3	\$ 9,000.00	\$ 27,000.00
9	3 LB ANODE	EACH	17	\$ 450.00	\$ 7,650.00
10	WATERMAIN FITTINGS	POUND	2,100	\$ 18.50	\$ 38,850.00
11	6" GATE VALVE & BOX	EACH	3	\$ 3,500.00	\$ 10,500.00
12	8" GATE VALVE & BOX	EACH	15	\$ 4,500.00	\$ 67,500.00
13	1" CURB STOP & BOX	EACH	9	\$ 1,200.00	\$ 10,800.00
14	1" CORPORATION STOP	EACH	9	\$ 900.00	\$ 8,100.00
15	1" SERVICE PIPE	LIN FT	411	\$ 45.00	\$ 18,495.00
16	TRACER WIRE ACCESS BOX	EACH	1	\$ 675.00	\$ 675.00
17	TEMPORARY WATER SYSTEM	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00
18	CONNECT TO EXISTING WATER SERVICE	EACH	9	\$ 900.00	\$ 8,100.00
19	CONNECT TO EXISTING WATERMAIN	EACH	11	\$ 2,500.00	\$ 27,500.00

	<i>SUBTOTAL:</i>	<i>\$508,413.00</i>
	<i>CONTINGENCIES (10%):</i>	<i>\$50,841.30</i>
	<i>ESTIMATED CONSTRUCTION COST:</i>	<i>\$559,254.30</i>
<i>ADMINISTRATION, ENGINEERING, SURVEYING, INSPECTION (25%):</i>		<i>\$139,813.58</i>
	<b><i>TOTAL ESTIMATED PROJECT COST:</i></b>	<b><i>\$699,067.88</i></b>

## **APPENDIX C**

### **CITY ASSESSMENT POLICY**

**Section Extracted from City of Waconia Financial Policy & Guidelines  
Last Amended June 19, 2017**

**Special Assessments**

The financing for reconstruction projects is through the sale of General Obligation 429 Improvement Bonds. Minnesota State Statute requires a minimum assessed percentage of 20% for projects financed with 429 bonds.

With each reconstruction project, a feasibility study is completed and approved by the City Council. Once a draft of the feasibility study is complete, City staff will share the information with a qualified appraiser to determine the special benefit to each property in the reconstruction area. The City Council will use this appraisal information as a basis for finalizing the special assessments due by property owners for reconstruction projects.

**Assessment Policy Summary:**

- The portion of the project costs assessed to the abutting property owner shall be based on a linear front footage basis of the parcel or unit basis.
- The City pays 50% of the total project cost of a standard local street section and 100% of the cost of extra width and extra depth above the city standard local street section.
- Storm sewer costs are to be included in the total project cost of a city standard local street, assessed 50% (and City pays 50%), in accordance with the Street Assessment Policy.
- All or some of the following improvements may be incorporated in a reconstruction project. Costs for these improvements will be included in the overall project cost, with a contribution from the City: storm water ponding, street lights, relocation of overhead power lines, street signs, sidewalks and trails, and boulevard trees.
- Corner lots and parcels with multiple frontages shall be assessed 50% of the front footage on each side.
- A minimum assessment shall be levied to parcels identified within the project area having neither direct primary nor non-primary access to affected streets. The assessment shall be equal to 75% of the typical front footage identified within the project area. Parcels abutting county roads are exempt from this provision.
- Assessments will not be levied for seal coat and overlay operations.
- Assessments may be pre-paid to the City by benefiting properties
- Assessments will be billed to the benefiting property owner by the City; typically over a ten (10) year period, at an interest rate of one percent (1%) over the bond interest rate. Other terms of the assessment receivable may be available to the benefiting property owners.
  - For any project, where all the benefiting property owner(s) are governmental entities (school district, county, state, etc.), the City will assess the benefiting property owner(s) the actual bond interest rate, typically over a ten (10) year period.
- In the case where a benefiting property owner is delinquent in their assessment payment, assessments may be certified to real estate taxes over a ten (10) year period, at an interest rate one percent (1%) over the bond interest rate.
- Partial pre-payments for assessments exceeding \$100,000.00 may be accepted by the City.

**Infrastructure Improvement Cost Breakdown & Methodology**

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
Curb & Gutter	New Development	100% of the cost assessed to abutting property owner on linear front footage OR unit basis.
	Reconstruction (Complete)	The portion of the project costs assessed to the abutting property owner shall be based on a linear front footage basis of the parcel.
	Reconstruction (Spot repair)	100% of cost to be included in overall cost of project prior to assessment apportionment in accordance with policy.
Local Street	New Development	100% of the cost assessed to abutting property owner on linear front footage OR per unit basis.
	Reconstruction	50% of the cost to be assessed to abutting property owner on linear front footage OR per unit basis. 50% of the cost to be paid by City.
	Maintenance (Seat coat & overlay)	100% Paid with City funds.
Collector Street as defined by the City's Transportation Plan	New Development	100% of the construction cost of a city standard local street assessed to abutting property owner based on linear front footage OR per unit basis.
	Reconstruction	The portion of the project costs assessed to the abutting property owner shall be based on a linear front footage OR per unit basis. City pays 50% of the cost of the construction of city standard local street and 100% of the cost of construction above a city standard local street.
	Maintenance (Seat coat & overlay)	100% Paid with City funds.
Intersection	New Development	100% of the cost to be included as part of street project and apportioned according to appropriate street construction category.
	Reconstruction	100% of cost to be included in overall cost of project prior to assessment apportionment in accordance with policy.
Multiple Fronted Parcels - Corner Lot - Double Fronted Lot - Large Parcels - Etc.	Reconstruction	Front footage to be used in assessment methods described herein shall be calculated as follows: - 50% of the front footage on all sides of the parcel. 50% of the cost to be paid with City funds.

*Table continues on next page*

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
Parcels with no driveway access to primary and non-primary streets.	Reconstruction	A minimum assessment shall be levied to parcels identified within the project area having no direct driveway access to neither primary nor non-primary streets, i.e. alley access. The assessment shall be equal to 75% of the typical front footage identified within the project area. Parcels abutting county roads are exempt from this provision.
Alley	New Development	100% of the cost assessed to abutting property owner on linear front footage OR per unit basis.
	Reconstruction	50% of the cost to be assessed to abutting property owner on linear front footage OR per unit basis. 50% of the cost to be paid with City funds.
Sanitary Sewer Trunk/Lateral	New Development	100% of the cost assessed to benefited area on unit basis.
	Reconstruction	50% of the cost assessed to benefited area on unit basis. 50% of the cost to be paid with City funds.
	Maintenance	100% of the cost to be paid with City funds.
Sanitary Sewer Service	New Development	100% of cost assessed to property owner.
	Reconstruction (Including main)	50% of the cost assessed to benefited area on a unit basis. 50% of the cost to be paid with City funds.
	Reconstruction (Stand alone service replacement)	100% of cost assessed to property owner.
Sanitary Sewer Oversizing	New Development	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
	Reconstruction	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
Lift Station	New Development	100% of the cost assessed to benefited area on a per unit basis.
Water Trunk/Lateral	New Development	100% of the cost assessed to benefited area on unit basis.
	Reconstruction	50% of the cost assessed to benefited area on unit basis. 50% of cost to be paid with City funds.
	Maintenance	100% of the cost to be paid with City funds.
Water Service	New Development	100% of cost assessed to property owner.
	Reconstruction (Including main)	50% of the cost assessed to benefited area on a unit basis. 50% of the cost to be paid with City funds.
	Reconstruction (Stand alone service replacement)	100% of cost assessed to property owner.
Water Oversizing	New Development	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
	Reconstruction	100% paid with City funds. (Materials cost above 8-inch pipe plus 20% for handling and installation.)
Storm Sewer Trunk/Lateral	New Development	100% of the cost assessed to benefited area on unit basis.
	Reconstruction	50% of the cost to be assessed to abutting property owner on linear front footage OR per unit basis. 50% of the cost to be paid with City funds.
	Maintenance	100% of the cost to be paid with City funds.
Storm Water Ponding	New Development	100% assessed to development.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.

*Table continues on next page*

<b>Improvement</b>	<b>Type of Construction</b>	<b>Method</b>
Overhead Power Lines	Relocation	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
Street Lights	New Development	100% of material and installation cost on a unit basis paid by developer.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Street Signs	New Development	100% of material and installation cost on a unit basis paid by developer.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Sidewalks & Trails	New Development	100% of cost assessed on a unit basis to development.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.
Boulevard Trees	New Development	100% of cost paid by developer.
	Reconstruction	Cost to be included in overall cost of project prior to assessment apportionment in accordance with policy. City makes contribution to the project.
	Maintenance	100% of the cost to be paid with City funds.

### **Deferred Special Assessments**

Hardship Assessment Deferral for Senior Citizens, People with Disabilities, or Members of the National Guard or other Reserves Ordered to Active Military Service.

Pursuant to the authority for deferring special assessments as provided in Minnesota State Statute Section 435.193 through 435.195, the City Council may, in its discretion, defer the payment of special assessments for any homestead property owned by a person 65 years of age or older, one retired by virtue of a permanent and total disability, or a member of the National Guard or other reserves ordered to active military service for whom it would be a hardship to make the payments.

### **Eligibility**

Any person 65 years of age or older, permanently and totally disabled (as determined by the Social Security Administrator), or a member of the National Guard or other reserve ordered to active military service may request deferment of special assessments levied against real property for public improvements if the following conditions are met.

1. Ownership. The applicant must be the fee simple owner of the property or must be a contract vendee for fee simple ownership. An applicant must provide either a recorded deed or contract for deed with the application to establish a qualified ownership interest as required here.
2. Homestead. The property must be the applicant's principal place of domicile and classified on the City's and County's real estate tax rolls as the applicant's homestead.

3. Income. The income threshold for eligibility of those applicants 65 years of age and older or disabled be established by the most recent U.S. Census Bureau Poverty Threshold compilations. Income eligibility would be determined by the submittal of the most recent federal tax filing form.

### **Interest on Deferred Assessment**

Interest on the deferred assessment shall be forgiven until December 31<sup>st</sup> of the year before the first installment is payable.

### **Deferment Period**

The deferment shall be granted for as long a period of time as the hardship exists and the conditions aforementioned have been met. However, it shall be the duty of the applicant to notify the City Administrator of any change in status that would affect eligibility or deferment.

The entire amount of deferred special assessments shall be due within sixty (60) days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Administrator shall add thereto interest at a per annum interest rate of one percent (1%) above the bond interest rate and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the City Council that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty (60) days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

### **Termination of Deferral Status**

The option to defer the payment of special assessment shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following events:

1. Sale of Property. The subject is sold, transferred, or subdivided in whole or in part.
2. Death of Owner. The death of the fee owner qualified for deferral status unless a surviving joint tenant, tenant in common, or contract vendee is eligible for the deferral benefit provided hereunder.
3. Nonhomestead Property. The subject property loses its homestead status for any reason.
4. No Hardship. The City Council determines that there would be no hardship to require an immediate or partial payment of the deferred special assessment.

### **Filing for Federal Status/Fee**

An eligible applicant must file an application not later than thirty (30) days after the assessment is adopted by the City Council.

All deferral applications must be made on forms approved by the City and submitted to the City Administrator. The applicant will be charged an administrative filing fee, based on the current fee schedule.

Nothing herein shall be construed to prohibit the determination of hardship on the basis of exceptional and unusual circumstances not covered by the above noted requirements where the determination is made in a nondiscriminatory manner and does not give the applicant an unreasonable preference or advantage over other applicants.

### **Deferred Assessment Procedures**

- Deferred Assessment Application form is provided to applicant/property owner by the City Administrator's Office.
- Applicant fills out the application form and provides the relevant information to document qualification for deferred assessment. Applicant then returns form to City Administrator's Office.
- City Administrator forwards the application to the Finance Director for review of qualifications. Finance Director makes recommendation to City Council to approve or deny the application.
- An approved application may be forwarded to the Carver County Recorder's office for recording and to the Carver County Taxpayer Services Division.
- The deferral information is entered into the City's property records data base.
- At such time the property no longer qualifies for the deferred assessment (upon a transfer of the property, loss of homestead status, or death, no hardship as determined by the Council), the County Auditor/Recorder's office will notify the City of the termination of the deferral status, and direct the party to the City Administrator's office to pay balance on the outstanding deferred assessment amount.



**CITY OF WACONIA**  
**APPLICATION AND AUTHORIZATION FOR DEFERRED PAYMENT ON**  
**SPECIAL ASSESSMENTS FOR SENIOR CITIZEN/PERMANENTLY DISABLED HOMESTEAD/**  
**NATIONAL GUARD OR OTHER RESERVES ORDERED TO ACTIVE MILITARY SERVICE**  
**MINNESOTA STATUTES 435.193 TO 435.195**

STATE OF MINNESOTA     )  
   )  
 COUNTY OF CARVER        )

Date: \_\_\_\_\_, 20\_\_

To: City Clerk, City of Waconia, Minnesota  
 201 South Vine Street  
 Waconia, MN 55387

I, the undersigned, declare under penalties of perjury:

1. That I reside at \_\_\_\_\_
  - a. That I am not less than 65 years of age and that the date of my birth is \_\_\_\_\_
  - b. That I am permanently and totally disabled as is used for social security purposes, which aid is at least 90 percent of the total income of such disabled person from all sources. YES \_\_\_\_\_ NO \_\_\_\_\_
  - c. That I am a member of the National Guard or other reserves ordered to active military service
2. That I am the owner of the property legally described as \_\_\_\_\_
3. That my interest in the ownership of the above property was acquired on \_\_\_\_\_ and is as follows:
  1. Sole ownership YES \_\_\_\_\_ NO \_\_\_\_\_
  2. Joint tenancy, held with \_\_\_\_\_
  3. Other undivided interest (Specify) \_\_\_\_\_
4. That the total gross annual household income does not exceed \$ \_\_\_\_\_ (Established by the most recent U.S. Census Bureau Poverty Threshold compilation.)

**A COPY OF YOUR MOST CURRENT MINNESOTA HOMEOWNER PROPERTY TAX REFUND RETURN FORM #MIPR MUST ACCOMPANY THIS APPLICATION IF APPLICABLE.**

Kinds of Income Received	Husband	Wife	Other Family Members
Salaries & Wages	\$	\$	\$
Social Security			
Veteran's Benefits			
Other Retirement			
Money from Rents			
Unemployment Insurance			
Workmen's Compensation			
Disability Benefits			
Stock Dividends/Interest			
All Other			

10/2/2008

7. That my social security number is \_\_\_\_\_ Spouse \_\_\_\_\_
8. That on January 2, 20\_\_\_\_ or December 1, 20\_\_\_\_ I owned and occupied the above property as my homestead and such occupancy began on \_\_\_\_\_.
9. That the payments for improvements on the special assessments duly adopted by the City of Waconia as of \_\_\_\_\_ which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be delayed and that such payments be so deferred for the years 20\_\_\_\_ to 20\_\_\_\_\_.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

=====

I, \_\_\_\_\_, City Clerk of the City of Waconia, Carver County, State of Minnesota, do hereby certify that the application of \_\_\_\_\_, above named, has been duly reviewed and that in accordance with the minutes of official record was duly  
 \_\_\_\_\_ **APPROVED** \_\_\_\_\_ **DENIED** as of \_\_\_\_\_, 20\_\_\_\_\_.

That in accordance with approval granted, that the payment for special assessments on the applicant's subject property in the amount of \$\_\_\_\_\_ for the year (s) \_\_\_\_\_ should be so deferred with interest at the annual rate of  $\frac{1}{2}\%$ , until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Dated \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
City Clerk

10/2/2008



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.1. Approve the May 18, 2026, City Council Minutes	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Sue Schwalbe	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Approve the May 18, 2026, City Council Minutes	
<b>EXPLANATION OF AGENDA ITEM:</b> Approve the May 18, 2026, City Council Minutes.	
<b>ATTACHMENTS:</b> 1. May 18, 2026, City Council Minutes	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
MAY 18, 2026**

**1. CALL MEETING TO ORDER AND ROLL CALL**

Mayor Litfin called the May 18, 2026, City Council Meeting to order at 6:00 p.m. with all Council Members present.

**2. PLEDGE OF ALLEGIANCE**

Mayor Litfin led all in the Pledge of Allegiance.

**3. PROCLAMATIONS**

**1) National Public Works Week May 18 through May 24, 2026**

Mayor Litfin read the Proclamation proclaiming May 18 through May 24, 2026, as National Public Works Week.

**4. ADOPT AGENDA**

Motion to adopt the agenda as published was made by Council Member Siddons seconded by Council Member Grengs.  
**MOTION CARRIED.**

**5. PUBLIC HEARING**

None

**6. OPEN FORUM**

None

**7. COMMUNITY INTEREST PRESENTATIONS**

**1) Stewardship Award Presentation**

Third Annual Stewardship Award Presentation. The Mayor stated this award is presented in recognition of two Waconia residents — Mike and Joann Werner.

The Werners exemplify their spirit of stewardship through their lifelong dedication to serving others and to giving back to the Waconia community. Their impact can be seen across countless organizations, programs, and community events where they consistently give their time, energy, and support. Together, Mike and Joann volunteer at Ridgeview Medial Center, St. Joseph's Catholic School, Meals on Wheels, and

many other local organizations. At St. Joseph's, Joann serves as an elector, sings in the funeral and assists with funeral dinners while Mike serves as an usher. They also are dependable Meals on Wheels drivers. Delivering Meals on Wheels to seniors throughout the Waconia area and even taking on additional routes in surrounding communities when needed—regardless of the weather. Even in retirement, both continue serving local students and schools. Joann assists with local testing at Bayview Elementary while Mike continues to substitute teach in the Waconia School District. Joann also serves as an election judge and has volunteered as a judge at the Carver County Fair. Mike is actively involved in Rotary, Lions Club, and American Legion Post #150. In addition to their volunteer work, Mike and Joann are dedicated supporters of local athletics, fine arts, and community activities. Their consistent presents reflect their deep pride in Waconia. What makes Mike and Joann deserving of this stewardship award is not the quality and quantity of their service but their humility, positivity, and the reliability of which they serve. They would be the first to tell us that they do not do any of this for recognition, but simply because they love giving back and staying involved in the community is why they do it. Time and time again, they step up wherever help is needed. Inspiring others, through their generosity, compassion and unwavering commitment to serving others and to serving this community. That impact was very evident during the nomination process. As four different individuals nominated the Warners for this award. Mike and Joann Werner truly embody the meaning of stewardship. Our community is stronger because of their lifelong dedication to others. The Mayor presented the Warners with a symbol of appreciation from the City of Waconia.

Mike Werner stated he and his wife are very grateful and humbled to be nominated for and receive this award. He noted that there are many residents in the City of Waconia who do great things for the community. Mike shared that he and his wife moved to Waconia nearly 50 years ago and cannot imagine a better place to live and raise a family. Mr. Werner thanked the Mayor, City Council, and Waconia staff for making Waconia the community it is today.

There are many residents in the City of Waconia who do a lot of good things in the community. Mike and his wife moved into Waconia about 50 years ago and cannot imagine a better place to live and raise a family. Mr. Werner thanked the Mayor, the City Council, and Waconia Staff for making Waconia the place that it is.

## **8. ADOPT CONSENT 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**
- 4) Ice Arena Expenditures from Sports Facilities Companies Incurred April 2026**
- 5) Contractor Pay Request - CSAH 10 Trail Project to GMH Asphalt, Inc. #1**
- 6) Highway 5 Reconstruction MnDOT Contract #1062988**

- 7) **Accept Proposal for Pavement Preservation Program**
- 8) **Lake Waconia Park Trail Maintenance JPA**
- 9) **Updates to the Manual of Design and Construction Standards - May 2026**
- 10) **2026 2nd Quarter Budget Amendments**
- 11) **Facade Improvement Grant 17 1st Street West**
- 12) **Waconia Works Loan, 136 Main Street West, Coney's Candies LLC**
- 13) **Optional 2 a.m. Closing Applications**

Motion to adopt the consent agenda as published was made by Council Member Coleman second by Council Member Gleanson.

**MOTION CARRIED.**

## 9. COUNCIL BUSINESS

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

Jon Haukaas, Public Services Director, stated that previously the Council directed Staff to develop a long-term Pavement Management Plan (PMP) to guide the future investment in improving the transportation infrastructure throughout the City. The PMP has been used to create a recommendation for 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 Landings Neighborhood was recommended for mill and overlay in 2026. At the April 6, 2026, Council meeting, the Council authorized the preparation of plans and specifications, and advertisement for bids. Four bids were opened on May 12, 2026, with Wm Mueller & Sons, Inc. being the apparent low bid. This project is not yet scheduled. However, staff is confident the project will begin in June and does not include assessments as the project is funded by the franchise fees.

Motion to adopt Resolution No. 2026-131 authorizing the award of a construction contract for the 2026 PMP Mill & Overlay Project was made by Council Member Grengs second by Council Member Coleman.

**MOTION CARRIED.**

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

Nicole Meyer, Finance Director, stated staff and the city's auditing firm, Redpath Company, have completed the 2025 audit and is being presented to the Council for approval. The reports that were provided by the auditors are included in the packet, which are the internal control report, the legal compliance report, the governance letter, and the Auditors report. The complete report can be found online on the city's website or a hard copy is available at City Hall.

Andy Hering, representing Redpath Company, presented findings to the Council. In

2025, the City, again, received the Certificate of Achievement in Financial Reporting from the Government Officers Finance Association. This award demonstrates the City's commitment to preparing financial statements that are comprehensive, transparent and consistent with accounting standards. This is the 12th consecutive year the City of Waconia has received this award.

There are four reports issued by the Auditor which include the Opinion on the Fair Presentation of the Financial Statements (unmodified audit opinion), Report on Internal Controls over Financial Reporting (no findings), Minnesota Legal Compliance Report (no findings), and Communication with those Charged with Governance (standard communications from the auditor to the governing body). Mr. Hering explained the importance of a sufficient unassigned fund balance, which should not drop below 40%, as 40-60% is the status quo in other cities.

The Council thanked the finance department for another great year.

Motion to adopt Resolution No. 2026-132 accepting the audited annual comprehensive financial report as of December 31, 2025, was made by Council Member Gleason, seconded by Council Member Grengs.

**MOTION CARRIED.**

## **10. ITEMS REMOVED FROM CONSENT AGENDA**

None.

## **11. BOARD REPORTS**

### **1) Staff Reports**

Jon Haukaas, provided the Council with the following project updates:

Pine Hill playground is mostly installed with the new curbing, new pad, new sidewalk, and all the equipment is installed and is expected to open within two weeks.

Fox Run Ravine Project will soon be out for bids, then Council will review approval and staff will then conduct outreach programs, including a neighborhood meeting on July 1, 2026.

The Sugarbush neighborhood project is in pre-design at this time with a neighborhood meeting scheduled for mid-July.

The Downtown Reconstruction Project is on schedule. The underground utilities are 50% complete on 1st Street. The sewer and watermain will be completed this week.

The County Road Trail Project has begun with the same contractor as the Downtown Reconstruction Project.

Thanked the Council for the National Public Works Week Proclamation.

The Public Services Open House will be on Wednesday, May 20th, from 4 pm to 7 pm with activities for children, including adventure games, as well as project updates for residents.

**a. Downtown Parking Time Limits - Shane Fineran**

Shane Fineran, City Administrator, updated the Council on downtown parking limits. By ordinance, the City designates certain areas of downtown streets as 90-minute parking. Recently, staff received inquiries regarding the purpose of these time restrictions, as well as questions about overnight on-street parking prohibitions during non-winter months. The overnight parking restrictions allow for street sweeping operations, which are typically conducted during the early morning hours every two to four weeks. During non-winter months, parking is permitted in municipal lots from 2 am to 6 a.m. Sgt. Howard noted that the Department does not actively enforce the 2 am to 6 am parking restriction.

Mayor Litfin and Council requested this item be brought back for further discussion at an upcoming work session meeting.

**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 05-18-2026:

On Tuesday, May 5, hosted a Cinco-de-Mayo Game Day at the Waconia Senior center. I created some fun games for 30 members. Fun is waiting for older adults every day at the Waconia Senior Center. If you are an older adult and are looking for a great place to meet people and connect, check out the Waconia Senior Center.

On Thursday, May 7th, the Waconia Youth Mayor's Advisory Council had our last meeting of the school year. It was a good time to celebrate the group's

accomplishments for year 1. The students were very pleased with this first year. As they said, most groups do not do much in year one. And this MYMAC Group accomplished several things. The group is looking forward to next year already.

On Monday, May 11th, joined with Cub Scout Pack #372 leader, Mr. David Deering, to go on a 2-mile hike with the 15-member Pack as they quizzed the Mayor on city facts and elections. What a smart group! Thanks and congratulations to Scout leader David Deering for his great work with these scouts and future leaders.

On Thursday, May 14th, I attended the *Meet with an Entrepreneur* group of students at Southview Elementary. The students demonstrated their problem-solving and business skills. They did a fantastic job! Congratulations to Mr. Sell and his Southview Students.

## 12. ANNOUNCEMENTS

Jackie Schulze, Assistant City Administrator, stated that the Summer Music Series begins on June 4th with Anti Skp Protection performing on Oliver Street between 1st Street and 2nd Street from 6:30 to 8:30. On July 9th the Emerson Avenue Band will be performing on Main Street between Vine Street and Olive Street. Bring lawn chairs and enjoy a family-friendly summer night.

Shane Fineran told the Council that on May 18th the City received confirmation that the legislature adopted a bonding bill. The City has secured and has been awarded 4.7 million dollars for the work related to Trunk Highway 5 for 2027. This last piece of funding was needed to deliver a completion project on improvement of the frontage road system along the Phase 2 area. This is a huge opportunity for the community.

## 13. CLOSED SESSION

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

Motion to enter into a closed session at 7:00 p.m. was made by Council Member Coleman, seconded by Council Member Grengs.

**MOTION CARRIED.**

Motion to close the closed session was made by Council Member Grengs, seconded by Council Member Siddons.

**MOTION CARRIED.**

## 14. ADJOURN REGULAR MEETING

Motion to adjourn May 18, 2026, Council Meeting at 7:30 p.m. was made by Council Member Grengs, second by Council Member Siddons.

**MOTION CARRIED.**

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Sue Schwalbe, Administrative Specialist



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.2. Approve June 1, 2026 Expenditures	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b>	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Approve June 1, 2026 Expenditures	
<b>EXPLANATION OF AGENDA ITEM:</b>	
Attached are the claim and disbursement registers for the City of Waconia as of June 1, 2026. Payments are made to vendors via check, electronic payment, and through the City's purchasing card program.	
<b>ATTACHMENTS:</b>	
None	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.3. Contractor Pay Request - Downtown Reconstruction Phase 4 to GMH Asphalt Corporation #1	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Amanda Ortloff	
<b>Previous Council Action:</b> Resolution No. 2026-073 Accepting Bids and Awarding Contract for the 2026 Downtown Reconstruction Phase 4 Project.	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Motion to approve Downtown Reconstruction Phase 4 Pay Request No. 1 to GMH Asphalt Corporation</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>Staff have reviewed the contractor pay request for the Waconia Downtown Reconstruction Phase 4 Project and recommends payment of \$545,250.24 based on the engineering request for payment. This payment represents approximately 14% of the total approved contract for the project.</p> <p><b>ATTACHMENTS:</b></p> <p>1. 2026 Downtown Recon Phase 4 Memo 1</p>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: PIR, Water, Sewer, Storm Water	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

May 27, 2026

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

**RE: Waconia Downtown Reconstruction – Phase 4  
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 5/22/2026 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, sanitary sewer, watermain, erosion control, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$545,250.24** to GMH Asphalt Corporation. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Irrigation	Sewer	Watermain	Sidewalk	Parking Lot
Recon	\$545,250.24	26%	0%	0%	25%	42%	6%	1%
<b>TOTAL</b>	<b>\$545,250.24</b>							

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

Respectfully Submitted,  
**Bolton & Menk, Inc.**

**Jake Saulsbury, P.E.**

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

Enclosure

**CONTRACTOR'S PAY REQUEST**  
**DOWNTOWN RECONSTRUCTION, PHASE 4**



**BOLTON & MENK**

Real People. Real Solutions.

DISTRIBUTION:

- CONTRACTOR (1)
- OWNER (1)
- ENGINEER (1)


**CITY OF WACONIA -**  
**BMI PROJECT NO. 25X.138489**

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$3,800,242.86
TOTAL, COMPLETED WORK TO DATE	\$573,947.62
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$573,947.62
RETAINED PERCENTAGE ( 5.0% )	\$28,697.38
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$545,250.24
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$545,250.24


**CERTIFICATE FOR PARTIAL PAYMENT**

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

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

By  Name VP Title  
 Date 5-27-26

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

By , CONSULTING ENGINEER  
 Date 5/27/2026

APPROVED FOR PAYMENT:  
 OWNER:

By \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 And \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.4. Downtown Reconstruction Phase 4, Change Order No. 1, City Square Park Electrical Improvements	
<b>Originating Dept:</b> Public Services	
<b>Presented By:</b> Jon Haukaas	
<b>Previous Council Action:</b> Resolution No. 2026-073 Authorizing the Award of the Contract for the 2026 Downtown Phase 4 Reconstruction Project	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2026-133 Approving Change Order No. 1 Downtown Reconstruction Phase 4 project.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>The 2026 Downtown Reconstruction Phase 4 project included a placeholder allowance for the electrical subcontractor to replace the electrical wiring and outlets within City Square Park under the street improvement project bid. The intention has been to work with the selected subcontractor to finalize this design and include the work through a change order process. Staff has met and worked out those improvements to include a new 40-amp outdoor service cabinet, twenty-seven (27) 8-bank post-mounted receptacles, sixteen (16) 4-bank post-mounted receptacles, four (4) 50-amp post-mounted receptacles, four (4) 50-amp receptacles at the service cabinet, and rewiring of the existing monument lighting. We anticipate this will provide enough power for the desired electrical needs of the City to accommodate future Christmas lighting, city events, and festivals that are conducted in the Park.</p> <p>We have reviewed the proposal and agree that the costs are reasonable and necessary to meet the goals of the city. This cost is also within the amounts budgeted for and included in the bond issuance for the project.</p> <p>Staff therefore recommends approval of Change Order No. 1 to the Construction Contract for the Waconia 2026 Downtown Reconstruction Phase 4 project to GMH Asphalt Corporation in the amount of 225,000 for a revised contract amount of \$4,025,242.86.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Resolution No. 2026-133 Approve DT Reconstruction CO#1</li> <li>2. Downtown Reconstruction Phase 4 Change Order No. 1</li> <li>3. City Square Park - Electrical Pedestal Locations</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
<input checked="" type="checkbox"/> Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2026-133**

**RESOLUTION APPROVING THE  
2026 DOWNTOWN RECONSTRUCTION PHASE 4  
CHANGE ORDER NO. 1**

**WHEREAS**, the City Council authorized approval on March 2, 2026, for the award of a Construction Contract for the Waconia 2026 Downtown Reconstruction Phase 4 project to GMH Asphalt Corporation in the amount of \$3,800,242.86; and

**WHEREAS**, the original advertisement included an allowance for electrical repairs within City Square Park with the intention of completing a design and adjusting the contract for new electrical service throughout the park once the contract was let and the electrical subcontractor identified; and

**WHEREAS**, staff and the city’s consultant engineering team have met with the contractor to review the site and lay out the desired electrical needs of the City to accommodate future Christmas lighting, city events, and festivals that are conducted in the Park; and

**WHEREAS**, the contractor has provided a contract change order that provides for this additional work including a new 40-amp outdoor service cabinet, twenty-seven (27) 8-bank post-mounted receptacles, sixteen (16) 4-bank post-mounted receptacles, four (4) 50-amp post-mounted receptacles, four (4) 50-amp receptacles at the service cabinet, and rewiring of the existing monument lighting; and

**WHEREAS**, the costs for this additional work have been budgeted for and included in the bond costs for the project; and

**WHEREAS**, the project team has reviewed the proposal and agrees that the costs are reasonable and necessary to meet the needs of the city and therefore recommend approval of Change Order No. 1 to the Construction Contract for the Waconia 2026 Downtown Reconstruction Phase 4 project.

**NOW, THEREFORE, BE IT RESOLVED**, That the City Council of the City of Waconia hereby authorizes approval of Change Order No. 1 to the Construction Contract for the Waconia 2026 Downtown Reconstruction Phase 4 project to GMH Asphalt Corporation in the amount of 225,000 for a revised contract amount of \$4,025,242.86.

Adopted by the City Council of the City of Waconia this 1st day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

**CHANGE ORDER NO.: 1**

Owner:	City of Waconia	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	25X.138489.000
Contractor:	GMH Asphalt Corporation	Contractor's Project No.:	
Project:	Downtown Reconstruction, Phase 4		
Contract Name:	Downtown Reconstruction, Phase 4		
Date Issued:	5/22/2026	Effective Date of Change Order:	6/01/2026

The Contract is modified as follows upon execution of this Change Order:

Description: Additional work within City Square Park includes Change Order No. 1 for installation of a new 400-amp outdoor service cabinet, twenty-seven (27) 8-bank post-mounted receptacles, sixteen (16) 4-bank post-mounted receptacles, four (4) 50-amp post-mounted receptacles, four (4) 50-amp receptacles at the service cabinet, and rewiring of the existing monument lighting.

Attachments: Change Order No. 1 Quantities

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 3,800,242.86	Original Contract Times: Substantial Completion: <u>November 13, 2026</u> Ready for final payment: <u>July 2, 2027</u>
<b>[Increase]</b> <del>[Decrease]</del> this Change Order: \$ 225,000	<del>[Increase]</del> <b>[Decrease]</b> this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ 4,025,242.86	Contract Times with all approved Change Orders: Substantial Completion: <u>November 13, 2026</u> Ready for final payment: <u>July 2, 2027</u>

Recommended by Engineer (if required)

By: *Cotton Lu*  
 Title: Project Manager  
 Date: 5/22/2026

Accepted by Contractor

*[Signature]*  
VA  
5-22-26

Authorized by Owner

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

NA

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

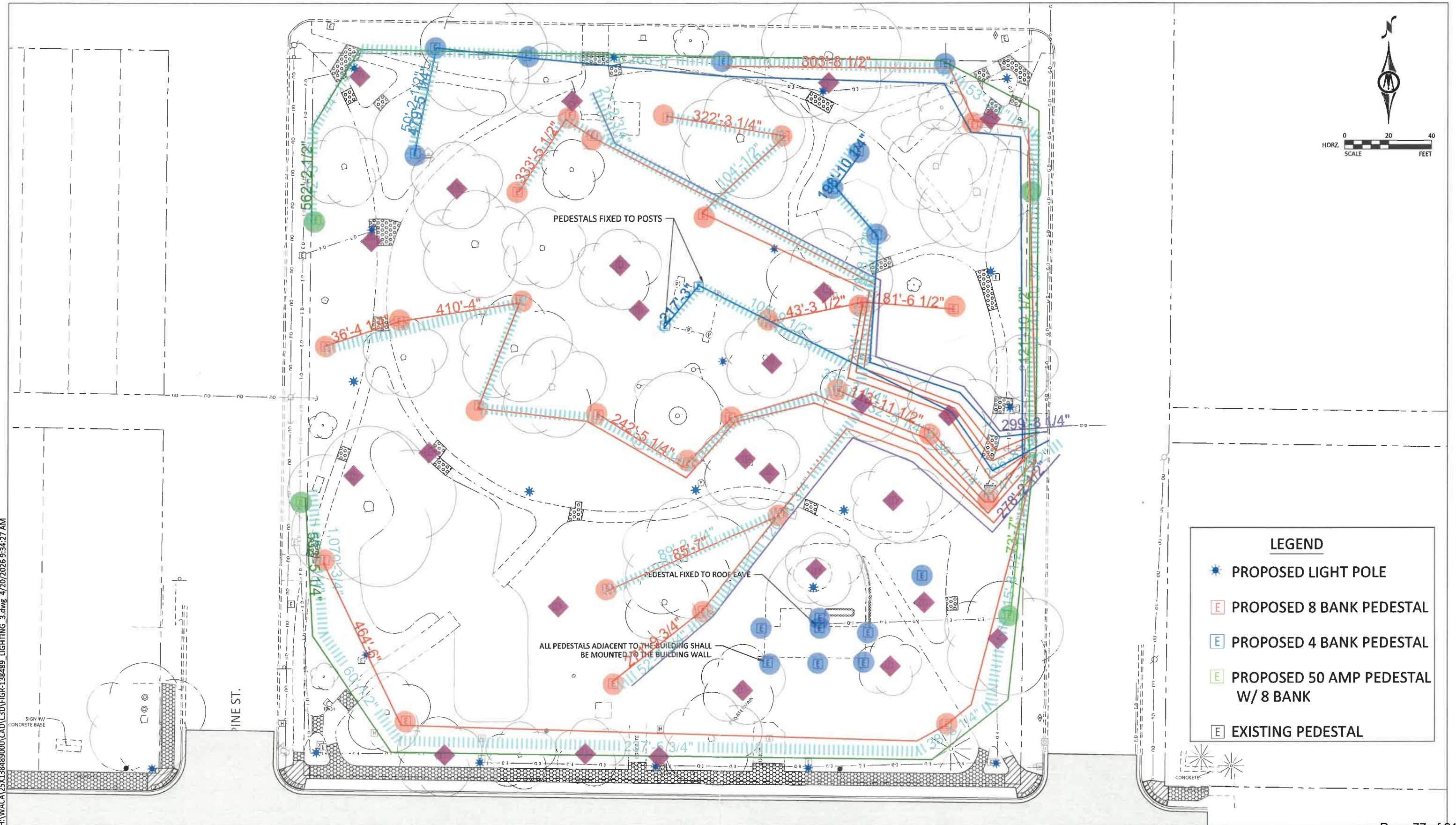
**CHANGE ORDER NO. 1**

PROJECT : DOWNTOWN RECONSTRUCTION PHASE 4  
 OWNER: CITY OF WACONIA  
 BMI PROJECT NO.: 25X.138489.000  
 CONTRACTOR: GMH ASPHALT CORPORATION  
 DATE: May 22, 2026

**ESTIMATE OF COST**

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT
139	ELECTRICAL REPAIRS AND REPLACEMENT IN PARK	1	ALLOWANCE	\$250,000.00	\$250,000.00
<b>TOTAL AMOUNT OF WORK:</b>					<b>\$250,000.00</b>

Original Unit Price for Item 139	\$25,000.00
Net Change in Contract Resulting from Change Order No. 1:	\$225,000.00
Previous Contract Amount:	\$3,800,242.86
New Contract Amount:	\$4,025,242.86





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.5. Waterford 10th Addition Development Agreement– JMH Land Development Company, LLC	
<b>Originating Dept:</b> Community Development	
<b>Presented By:</b> Lane Braaten	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Regular Session
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2026-134 approving the Development Agreement for Waterford 10th Addition.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>On February 19, 2026, the Council approved a final plat for JMH Land Development Company, LLC titled Waterford 10th Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Waterford 10th Addition final plat consists of thirty (30) single-family residential parcels. The City Council approved the final plat application via Resolution No. 2026-053 subject to certain conditions including JMH Land Development Company, LLC entering into a development agreement with the City.</p> <p>City staff have prepared a proposed development agreement for Waterford 10th Addition, a copy of which is attached for the Council’s review and consideration. City staff recommend approval of the development agreement language as proposed.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Resolution No. 2026-134 Approve DA Waterford 10th Addn</li> <li>2. Development Agreement Waterford 10th Addition</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2026-134**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT  
FOR WATERFORD 10<sup>TH</sup> ADDITION**

**WHEREAS**, JMH Land Development Company, LLC (the “**Developer**”) owns real property in the City of Waconia (the “**City**”); and

**WHEREAS**, the properties are described as Outlot A and Outlot C, WATERFORD 9<sup>TH</sup> ADDITION, Waconia, MN and identified as PID#s 755370800 and 755370820 (the “**Property**”); and

**WHEREAS**, Developer desires to plat the fifth and final phase of the Property as WATERFORD 10<sup>th</sup> ADDITION, which will consist of thirty (30) single family residential parcels (the “**Project**”); and

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

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

**WHEREAS**, the City Council finds it is in the best interests of the City to approve the Development Agreement.

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

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

Passed and adopted by the City Council of the City of Waconia this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

**EXHIBIT 1**  
**Development Agreement**

**DEVELOPMENT AGREEMENT  
FOR  
WATERFORD 10<sup>TH</sup> ADDITION  
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated June 1, 2026, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and JMH Land Development Company, LLC, a Minnesota limited liability company (the “**Developer**”).

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

*Lots 1 through 7, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 9, Block 3; WATERFORD 10<sup>TH</sup> ADDITION, Carver County, Minnesota.*

**RECITALS**

WHEREAS, the Developer previously platted certain property as WATERFORD 9<sup>TH</sup> ADDITION, Carver County, Minnesota (“**Waterford 9<sup>th</sup> Addition**”); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for Waterford 9<sup>th</sup> Addition dated May 5<sup>th</sup>, 2025, which was recorded June 6<sup>th</sup>, 2025, as Document Number A787164 in the Office of County Recorder, Carver County, Minnesota (the “**Waterford 9<sup>th</sup> Addition Development Agreement**”); and

WHEREAS, the Developer owns the real property legally described as Outlot A and Outlot C, WATERFORD 9<sup>TH</sup> ADDITION, Carver County, Minnesota (the “**Property**”); and

WHEREAS, the Developer now desires to replat the Property as WATERFORD 10<sup>TH</sup> ADDITION, Carver County, Minnesota (“**Waterford 10<sup>th</sup> Addition**”); and

WHEREAS, on February 19<sup>th</sup>, 2026, the City Council passed Resolution No. 2026-053 conditionally approving the final plat for WATERFORD 10<sup>TH</sup> ADDITION drafted by Westwood Professional Services, a copy of which is attached as Exhibit A (the “**Final Plat**”); and

WHEREAS, as platted, the Property consists of:

1. Lots 1 through 7, Block 1; Lots 1 through 14, Block 2; and Lots 1 through 9, Block 3; WATERFORD 10<sup>TH</sup> ADDITION, Carver County, Minnesota (the “**Residential Lots**”); and
2. Certain land dedicated to public use for roadways and other Municipal Improvements; and

WHEREAS, the Final Plat is consistent with the Preliminary Plat for Waterford Additions, a copy of which is attached as Exhibit B (the “**Preliminary Plat**”); and

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

WHEREAS, on April 19<sup>th</sup>, 2021, the City Council passed Resolution No. 2021-112 conditionally approving the Preliminary Plat and the PUD District; and

WHEREAS, the Developer has already rough graded a portion of the Property as described in the Waterford 9<sup>th</sup> Addition Development Agreement and the Plans (as defined below); and

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

1. The Waterford 10<sup>th</sup> Addition Construction Plans prepared by Westwood Professional Services, Inc. and dated January 16<sup>th</sup>, 2026, Revision date March 11<sup>th</sup>, 2026; and
2. The Waterford Additions Final Landscape Plan dated March 3, 2021; and

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

1. The Developer’s obligations regarding the grading of the Property and the development of Waterford 10<sup>th</sup> Addition; and
2. The PUD zoning for all Residential Lots of Waterford 10<sup>th</sup> Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code);

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

## **TERMS**

1. **INTRODUCTORY MATTERS.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:
  - 1.1. The Recitals set forth above;
  - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “**City Resolutions**”);
  - 1.3. The Waterford 6<sup>th</sup> Addition Development Agreement (the “**6<sup>th</sup> Addition Agreement**”);

- 1.4. The Waterford 7<sup>th</sup> Addition Development Agreement (the “**7<sup>th</sup> Addition Agreement**”);
  - 1.5. The Waterford 8<sup>th</sup> Addition Development Agreement (the “**8<sup>th</sup> Addition Agreement**”); and
  - 1.6. The Waterford 9<sup>th</sup> Addition Development Agreement (the “**9<sup>th</sup> Addition Agreement**”).
2. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.
- “**City Building Inspector**” means the then current building official for the City, as designated by the City Council, or such person’s designee.
- “**City Community Development Director**” means Lane Braaten, City of Waconia, 201 South Vine Street, Waconia, MN 55387, or his designee or successor.
- “**City Engineer**” means Jake Saulsbury, Bolton & Menk, Inc., 2638 Shadow Lane, Suite 200, Chaska, MN 55318-1172, or his designee or successor.
- “**City Public Services Director**” means Jon Haukaas, City of Waconia, 310 East 10th Street, Waconia, MN 55387, or his designee or successor.
- “**County**” means Carver County, Minnesota.
- “**Governmental Entity**” means the City, the County, Minnesota, the United States of America, or any subdivision or department thereof including the Minnesota Department of Transportation, the Carver County Highway Department, the appropriate watershed district, the Board of Soil and Water Resources, the Minnesota Department of Natural Resources, the Army Corps of Engineers, the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, or any other regulatory or jurisdictional agency having jurisdiction over the Property or the development of the Property.
- “**Home Builder**” means U.S. Home, LLC, a Delaware limited liability company.
- “**Improvements**” mean, collectively, the Developer Installed Municipal Improvements, the Private Improvements, and the Landscape Improvements, all as described in Section 6 of this Agreement.
- “**Minnesota**” means the State of Minnesota.
- “**Municipal Improvements**” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 of this Agreement.
- “**Substantially Completed**” means fully constructed/installed, as determined by the City Engineer, excepting punch list items, final pavement lifts, sediment removal from storm water improvements, and front yard tree installations.

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

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

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

4.2. **Requirements.** The City shall have no obligation to release the Final Plat executed by the City until the following engineering, planning and dedication requirements have been met to the City's satisfaction:

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

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

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

4.2.4. **Easements for Public Use.** The Developer shall have dedicated on the Final Plat or provided a separate recordable easement, as determined by the City, for all streets, trails, drainage easements, utility easements and other public use areas, as required by the City or any other Governmental Entity with jurisdiction. If a separate recordable easement is provided, the City

and the Developer shall work together to record such document immediately after the Final Plat is recorded and before any liens are placed against the Property. If a lien already exists or arises before an easement can be recorded (excepting liens for real estate taxes and assessments), the Developer shall take commercially reasonable steps to subordinate all such liens to the easement.

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

5. **GRADING.** The Developer shall grade the Property in compliance with the approved grading, drainage, and erosion control portion of the Plans to the extent the Property has not already been graded pursuant to the Waterford 6<sup>th</sup> Addition Development Agreement, the Waterford 7<sup>th</sup> Addition Development Agreement, the Waterford 8<sup>th</sup> Addition Development Agreement, and the Waterford 9<sup>th</sup> Addition Development Agreement. Within 60 days after completion of such grading, the Developer shall provide the City with a “record” grading plan certified by a registered land surveyor or engineer. The “record” plan shall depict field verified locations, site grades and elevations of the following: ponds, swales, emergency overflows, wetlands, wetland mitigation areas, ditches, borrow areas, stockpiles, lot corners, house pads, and tops and bottoms of retaining walls. The cross sections of any pond shall be obtained after the entire site is completely graded, the pond has been pumped down, all sediment has been removed, and the pond elevations have been restored to the approved design elevations.

6. **IMPROVEMENTS.**

6.1. **Municipal Improvements Installed by the Developer.**

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

- 6.1.1.1. street grading, graveling, berms and boulevards;
- 6.1.1.2. permanent street surfacing;
- 6.1.1.3. concrete curb and gutter;
- 6.1.1.4. boulevard sodding/seeding and blanket;

- 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developer;
  - 6.1.1.6. storm sewers and storm water facilities, including all necessary catch basins, inlets, and other appurtenances;
  - 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
  - 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested; and
  - 6.1.1.9. sidewalks and trails depicted in the Plans.
- 6.1.2. **Oversizing.** The Developer shall oversize utilities serving the Waterford 10<sup>th</sup> Addition as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for oversizing for the difference in material price between the pipe size needed to serve the future buildout of the City versus the pipe size needed to serve just the current development, plus 20% for handling, excavation, pipe bedding, and other related costs. The City Engineer shall determine the oversizing reimbursement, in his/her reasonable discretion, using current materials pricing provided by a pipe supplier/distributor. Based on the Plans and other relevant information, the City Engineer has determined that i) the water main installed in connection with the Waterford 10<sup>th</sup> Addition must be oversized from 10 inches to 12 inches at a cost to the City of \$10,960.24, and ii) the sanitary sewer installed in connection with the Waterford 10<sup>th</sup> Addition must be oversized from 8 inches to 12 inches at a cost to the City of \$17,459.99. Regarding Waterford 10<sup>th</sup> Addition, no oversizing is required for storm sewer. The City shall pay the oversizing reimbursement amounts set forth above to the Developer within 30 days after the City has accepted the Developer Installed Municipal Improvements pursuant to Section 6.14 below.
- 6.2. **Government Installed/Developer Funded Municipal Improvements.** Upon receipt of a written invoice from the City, the Developer shall reimburse the City for all costs associated with the installation of street, trail, wetland buffer, and shoreland buffer signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the “**Developer Funded Municipal Improvements**”).
- 6.3. **Private Improvements.** The Developer shall, at its expense, install private improvements on the Property (the “**Private Improvements**”) in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this

Agreement, including grading of the Property and installation of corrected soil areas.

- 6.4. **Landscape Improvements.** The Developer shall install or cause the Home Builder to install, at its expense, all landscaping improvements required by the Landscape Plans attached as Exhibit C (the “**Landscape Improvements**”) for the Property. Further, for a period of 2 years from the date installed, Developer shall replace or cause the Home Builder to replace any plant material that dies or is not growing properly. The Developer shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.5. **Permits.** Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the Plans. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.6. **Licenses.** The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use to construct the Developer Installed Municipal Improvements and any other Improvements required by this Agreement.
- 6.7. **Standard of Performance.** All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.
- 6.8. **Deadlines for Completion.** The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by November 15, 2026, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than September 1, 2027. All Landscape Improvements to be installed by the Developer shall be installed no later than November 1, 2027. The Developer may request an

extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

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

provide on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction of the Improvements conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via virtual meeting (e.g. Zoom) with all parties concerned, including the City staff, to review the program for the construction work.

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

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

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

6.14. **Acceptance by the City.** All Improvements are subject to final inspection by the City Engineer, the City Public Services Director, and the City Building Inspector (collectively, the "**City Staff Inspectors**"). If any of the City Staff Inspectors determine corrective action is needed to conform any of the Improvements to the Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving written notice from the City of any corrective action needed, the Developer shall, at the Developer's expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Further, within 60 days of the City's receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements or inform the Developer in writing of corrective action needed. Regarding the Developer Installed Municipal Improvements, the City's failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

## 7. **WARRANTIES.**

7.1. **Developer Installed Municipal Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the

Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.

- 7.2. **Developer Funded Municipal Improvements.** Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. **Landscape Improvements.** The Developer agrees, or shall cause the Home Builder to agree, to guarantee and warrant to the City all work performed, and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer or the Home Builder shall promptly replace it. The Developer shall inform the City when installation of the Landscape Improvements on the Property is complete so that the City can conduct the inspection required by Section 6.13 above. The warranty period shall start upon the City's acceptance.

8. **INSURANCE AND INDEMNIFICATION.**

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

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

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

- 9.1.2. site plans (if applicable) have been submitted and have been reviewed and approved by the City Council;
  - 9.1.3. the Improvements have been Substantially Completed;
  - 9.1.4. park dedication requirements have been met as required herein;
  - 9.1.5. any outstanding amounts due the City under this Agreement have been paid;
  - 9.1.6. all required financial guarantees have been given to the City; and
  - 9.1.7. the Developer is not then in default of this Agreement.
- 9.2. **Individual Lot Building Permit Requirements.** In addition to the requirements in Section 9.1 above and subject to Section 9.1, no building permit for an individual Residential Lot shall be issued until:
- 9.2.1. the City Public Services Director and/or City Engineer have approved access and temporary construction access for the lot;
  - 9.2.2. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection;
  - 9.2.3. individual lots are properly established with Best Management Practices (“BMP”) devices approved by the City Public Services Director and/or City Engineer including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
  - 9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.
- 9.3. **Certificate of Occupancy Requirements.** No certificate of occupancy shall be issued for a residential structure on a Residential Lot until:
- 9.3.1. the City Public Services Director and/or City Engineer has approved an as-built final grade and sidewalk survey for the lot, subject to seasonal conditions and weather dependent;
  - 9.3.2. sidewalk damaged during building construction must be replaced or a \$2,500.00 escrow provided to guarantee replacement within six (6) months;
  - 9.3.3. the City Public Services Director and/or City Engineer has completed a utility check for the lot including sump pump connection inspection;
  - 9.3.4. the City Public Services Director and/or City Engineer has approved storm water compliance for the lot;

9.3.5. all trees shown in the Plans for the lot have been planted or, if seasonal conditions do not then allow planting, the City has been provided with written assurance that they will be planted promptly when weather permits; and

9.3.6. all Waconia City Code, building code and other requirements for issuance of a certificate of occupancy have been met.

9.4. **Lot Fees.** Once the Final Plat has been recorded and tax parcel identification numbers have been assigned to the Residential Lots, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413, 414 and 1100. The Developer acknowledges the City will charge such fees on all Residential Lots. The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject to adjustment, from time to time, by the City Council.

10. **PARK DEDICATION.** Pursuant to the Waterford 6<sup>th</sup> Addition Development Agreement, the Developer previously dedicated Outlot A, WATERFORD 6<sup>TH</sup> ADDITION, Carver County, Minnesota to the City. The Developer has also paid the sum of \$1,693.80 to satisfy the City's park dedication requirements for the Waterford Additions residential development. The City acknowledges such dedication of such outlot and the previous payment satisfied the City's park dedication requirements for the land now being platted as Waterford 10<sup>th</sup> Addition.

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

11.1. **General.** Except as expressly provided in this Section 11 to the contrary: i) Waconia City Code ordinances and regulations for the R-1, Single-Family Residential District shall apply to all single family Residential Lots (65 ft. & 75 ft.) identified below.

11.2. **Single Family Residential Lots – 65 ft.** The following PUD zoning applies to Lots 3 through 7, Block 1; Lots 3 through 7 and 10 through 14, Block 2; Lots 1 through 9, Block 3, WATERFORD 10<sup>TH</sup> ADDITION, Carver County, Minnesota:

11.2.1. The minimum lot area shall be 8,402 sq. ft.;

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

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

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

11.2.5. The maximum building height shall be 38 feet.

11.3. **Single Family Residential Lots – 75 ft.** The following PUD zoning applies to Lots 1 and 2, Block 1; and Lots 1, 2, 8 and 9, Block 2, WATERFORD 10<sup>TH</sup> ADDITION, Carver County, Minnesota:

11.3.1. The minimum lot area shall be 8,402 sq. ft.;

- 11.3.2. The maximum **impervious surface for each lot shall be 25%**;
- 11.3.3. The minimum street side yard setback for each lot shall be 15 feet;
- 11.3.4. The minimum interior side yard setback for each lot shall be 7.5 feet; and
- 11.3.5. The maximum building height shall be 38 feet.

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

- 12.1. **General.** The Developer agrees to pay, upon written demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and v) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit with the City the sum of \$25,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2028, shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City in writing and paid by the Developer in conformance with Section 12.2 below.
- 12.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on or before the date such amount is due, the Developer shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.
- 12.3. **Developer Billing Procedure.** Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable thirty (30) days after the date of the applicable invoice. If the City fails to pay any amount on or before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize

the amounts previously incurred by the Developer for which reimbursement is sought.

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

13.1. **Guarantee for Municipal Improvements.**

13.1.1. **Letter of Credit.** To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer’s faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the “**Letter of Credit for the Municipal Improvements**”) in the amount of \$1,081,980.00 (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City’s written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

13.1.2.2. When the Municipal Improvements, excepting the wear course of pavement, have been substantially completed and accepted by the City Engineer, the Developer may apply for a 75% reduction in the Letter of Credit for the Municipal Improvements and the City shall grant such request provided a new letter of credit acceptable to the City for the remaining 25% is furnished to the City by the Developer.

13.1.2.3. When all of the Municipal Improvements, including the wear course of pavement, have been completed and the warranty

bond required by Section 7 of this Agreement has been provided to the City, the Developer may apply to have the Letter of Credit for the Municipal Improvements released in its entirety and the City shall grant such request.

**13.2. Guarantee for the Landscape Improvements.**

**13.2.1. Letter of Credit Consolidation for Landscape Improvements.** The City is currently holding 4 letters of credit issued on behalf of the Developer securing landscape improvements, one relating to the 6<sup>th</sup> Addition Agreement, one relating to the 7<sup>th</sup> Addition Agreement, one relating to the 8<sup>th</sup> Addition Agreement, and one relating to the 9<sup>th</sup> Addition Agreement (collectively, the “**Existing Landscape LOCs**”). The Developer and the City agree that the Developer may provide a new letter of credit in the amount of \$171,905.00 for landscaping improvements (the “**Consolidated Landscape LOC**”) and that, upon receipt of such new letter of credit, the City will release the Existing Landscape LOCs. The Consolidated Landscape LOC shall meet all letter of credit requirements under the 6<sup>th</sup> Addition Agreement, the 7<sup>th</sup> Addition Agreement, the 8<sup>th</sup> Addition Agreement, the 9<sup>th</sup> Addition Agreement, and this Agreement. Further, it shall expressly state that it provides surety for all such agreements. Moreover, the Consolidated Landscape LOC will be deemed the Letter of Credit for the Landscape Improvements under the 6<sup>th</sup> Addition Agreement, the 7<sup>th</sup> Addition Agreement, the 8<sup>th</sup> Addition Agreement, the 9<sup>th</sup> Addition Agreement, and this Agreement.

**13.2.2. Letter of Credit.** To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer’s faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the “**Letter of Credit for the Landscape Improvements**”). The City acknowledges that the Consolidated Landscape LOC referred to above meets this requirement.

**13.2.3. Draws.** If the Developer fails to install and maintain or the Home Builder fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure or fails to cause the Home Builder to cure the breach within 30 days of receipt of the City’s written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is reasonably adequate to cure the breach. Such Letter of Credit for the Landscape Improvements

shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

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

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

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

13.5. **Costs.** The City's costs for processing any letter of credit reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by

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

- 13.6. **Deficiency.** If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within thirty (30) days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against each Outlot owned by the Developer and each Residential Lot for which an occupancy has not then been issued by the City. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
14. **PROOF OF TITLE/ATTORNEY REVIEW.** Prior to release of the Final Plat, the Developer shall provide a commitment for a title insurance policy for the Property, as platted, naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$10,000.00 per acre dedicated to the City (including streets, rights-of-way, park dedication, outlot conveyances, and drainage and utility easements). The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. The Developer shall cause a title insurance policy to be issued consistent with each commitment for a title insurance policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.
15. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
  - 15.1. **Authorization.** The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the

Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.

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

If to the City:

City of Waconia  
201 South Vine Street

Waconia, MN 55387  
Attn: City Administrator  
Email: [sfineran@waconiamn.gov](mailto:sfineran@waconiamn.gov)

If to the Developer:

JMH Land Development Company, LLC  
650 Quaker Avenue  
Jordan, MN 55352  
Attn: Mark Sonstegard, Vice President of Operations  
Email: [mark.sonstegard@jmhland.com](mailto:mark.sonstegard@jmhland.com)

If to the Home Builder:

U.S. Home, LLC  
16305 36<sup>th</sup> Avenue N., Suite 600  
Plymouth, MN 55446  
Attn: Joe Jablonski, Director of Land Development  
Email: [Joe.Jablonski@lennar.com](mailto:Joe.Jablonski@lennar.com)

18. **MISCELLANEOUS.**

- 18.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. **Recording.** This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the Final Plat is approved by the City Council.
- 18.3. **Compliance.** Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 18.5. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word "including" shall mean including without limitation.

The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.

- 18.6. **Warranty of Authority.** The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 18.7. **Attorneys' Fees.** The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon any of the Surety Deposits furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.
- 18.8. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.
- 18.9. **Data Practices Compliance.** The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer's obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "**Act**"). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees, arising out of, or related to, the Developer complying with the City's direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City resulting from the Developer's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.
- 18.10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 18.11. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.

- 18.12. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 18.13. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- 18.14. **Non-Waiver.** The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 18.15. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 18.16. **Certificate of Completion.** Upon completion of Developer's obligations under this Agreement and upon the written request by the Developer the City shall deliver to Developer a certificate of completion and release of this Agreement in such form for recording in the office of the County Recorder and/or Registrar of Titles of the County. Such certificate by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement of the Developer to complete its obligations under this Agreement.

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

*[Signature pages follow.]*

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 10<sup>TH</sup> ADDITION  
DEVELOPMENT

CITY OF WACONIA

By: \_\_\_\_\_

Tim Litfin

Its: Mayor

By: \_\_\_\_\_

Jackie Schulze

Its: Assistant City Administrator

STATE OF MINNESOTA     )  
  )  
COUNTY OF CARVER     )

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

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 10<sup>TH</sup> ADDITION  
DEVELOPMENT

JMH LAND DEVELOPMENT COMPANY LLC

By: \_\_\_\_\_  
Steven M. Hentges  
Its: President

STATE OF MINNESOTA        )  
  )  
COUNTY OF CARVER        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2026, by Steven M. Hentges, President of JMH Land Development Company, LLC, a Minnesota  
limited liability company, for and on behalf of the company.

\_\_\_\_\_  
Notary Public

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



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

# WATERFORD 10TH ADDITION

INSET A  
(FROM SHEET 1 OF 3 SHEETS)

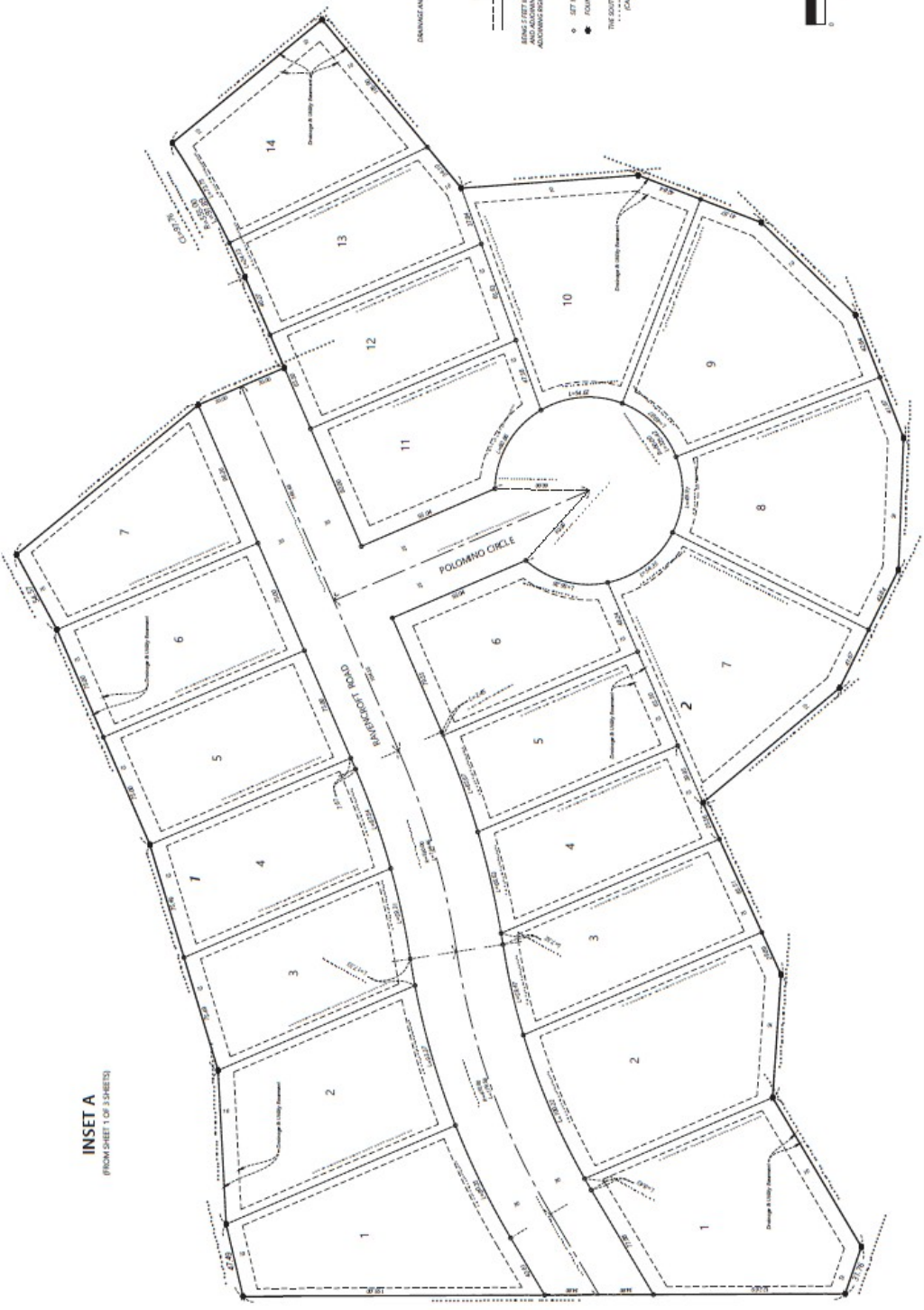
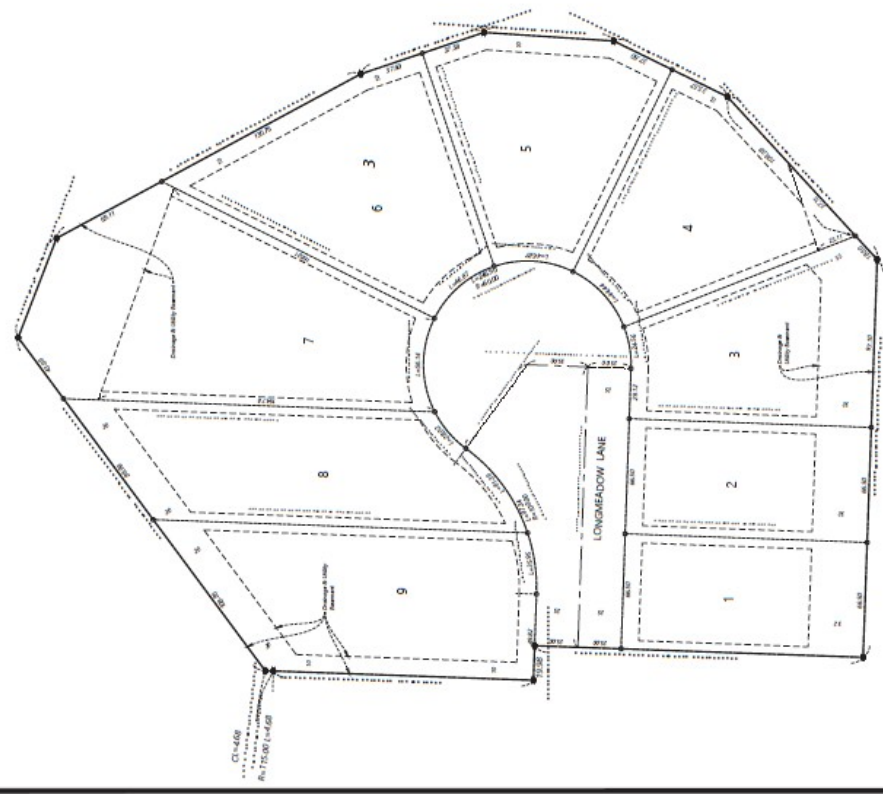


Exhibit A  
Page 2 of 3

# WATERFORD 10TH ADDITION

INSET B  
FROM SHEET 1 OF 3 SHEETS



CONDUIT AND UTILITY GADGETS ARE SHOWN THIS



BEING 2 FEET IN WIDTH UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES AND 12 FEET IN WIDTH AND ADJOINING ROAD OR RAIL LINES AS SHOWN ON THE PLAN

- SET TOP BY 1" FROM BEARING WITH CAP #43719
- FOUND NOMINATING LI #25386
- THE SOUTH LINE OF OUTLOT C, WATERFORD 10TH ADDITION
- ..... ADJOINING COUNTY TRACTS (UNLINED)







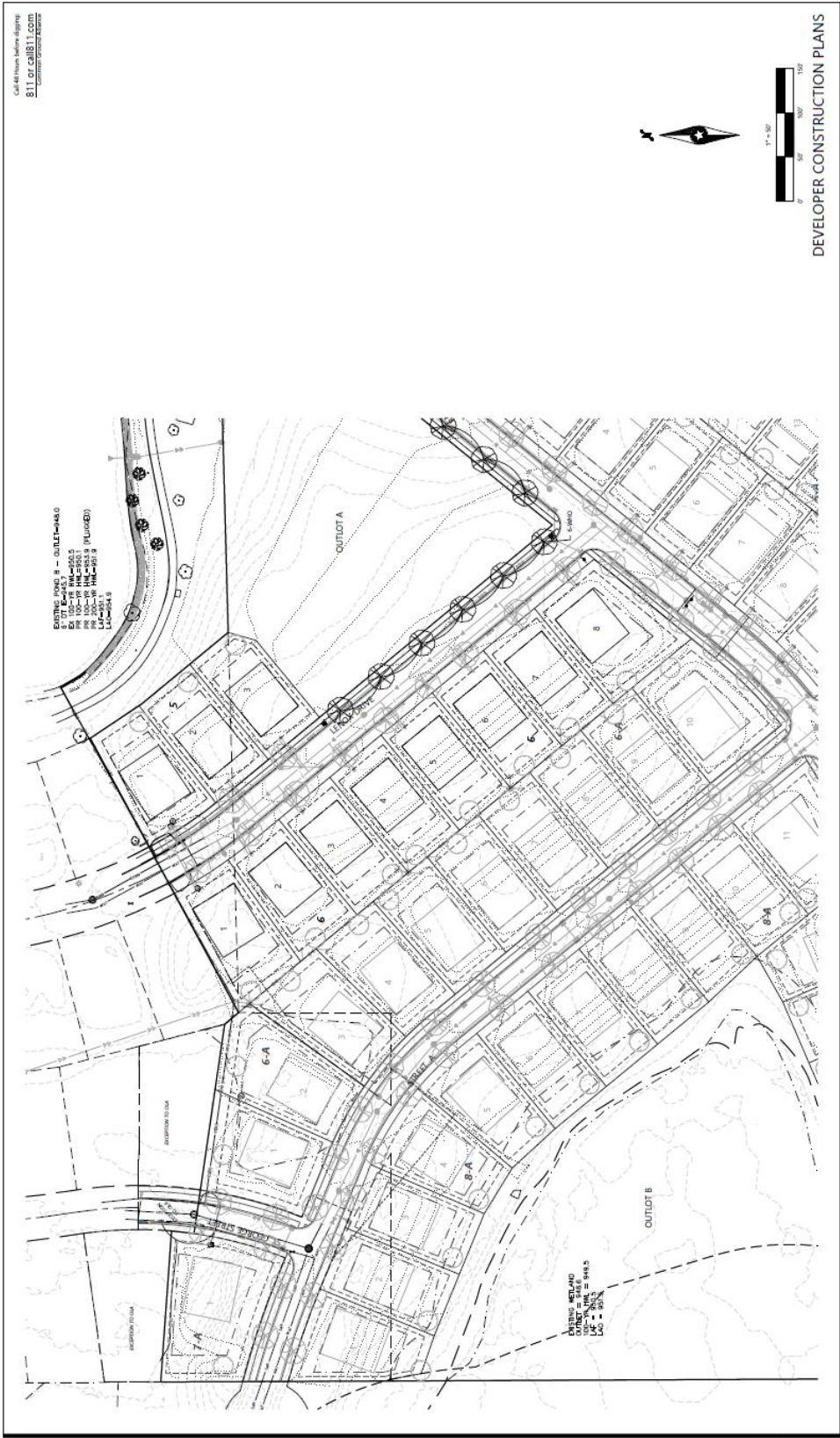


Exhibit C  
 Page 2 of 7



Exhibit C  
Page 3 of 7

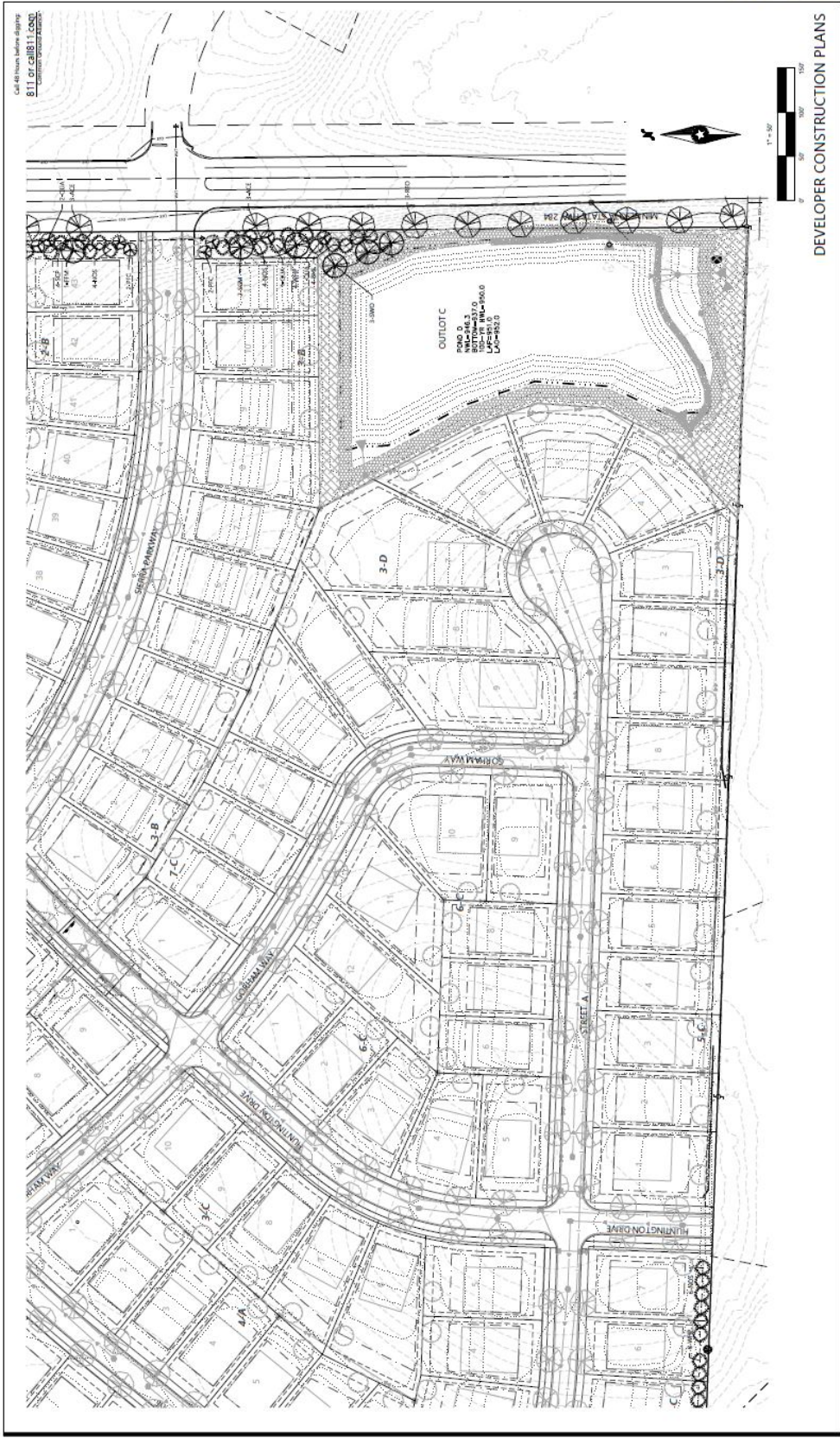


Exhibit C  
Page 4 of 7



Exhibit C  
Page 5 of 7

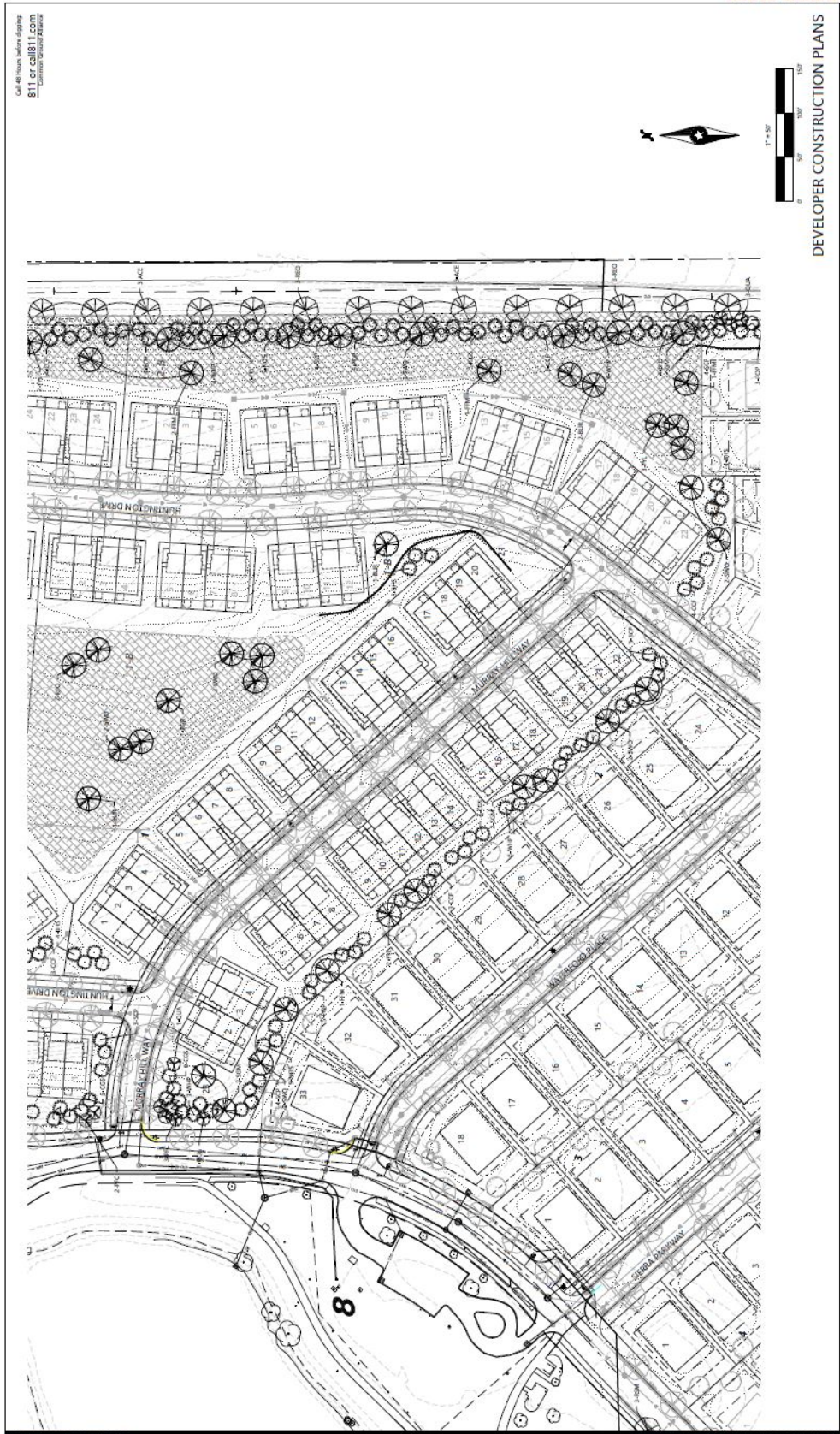


Exhibit C  
Page 6 of 7



Exhibit C  
Page 7 of 7

## CONSENT AND SUBORDINATION BY MORTGAGEE

In consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frandsen Bank & Trust, a Minnesota chartered banking corporation, as mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated May 18, 2021, filed on May 20, 2021 as Document Number A725173 in the Office of the County Recorder of Carver County, Minnesota (the "Recorder"), as amended by the Partial Release of Mortgage dated October 25, 2021 executed by Mortgagee, filed on October 27, 2021 as Document Number A735855 with the Recorder, as amended by that certain Amendment No. 1 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated November 10, 2021, filed on November 18, 2021 as Document Number A737253 with the Recorder, as amended by that certain Partial Release of Mortgage dated November 26, 2021, filed December 3, 2021 as Doc. No. A738233 with the Recorder, as amended by that certain Partial Release of Mortgage dated December 13, 2021, filed December 20, 2021 as Doc. No. A739155 with the Recorder, as amended by that certain Partial Release of Mortgage dated March 10, 2022, filed March 16, 2022 as Doc. No. A743515 with the Recorder, as amended by that certain Partial Release of Mortgage dated December 22, 2022, filed December 29, 2022 as Doc. No. A755992 with the Recorder, as amended by that certain Partial Release of Mortgage dated March 27, 2023, filed on April 24, 2023 as Document Number A759450 with the Recorder, as amended by that certain Amendment No. 2 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated April 10, 2022, filed on April 24, 2023 as Document Number A759452 with the Recorder, as further amended by that certain Partial Release of Mortgage dated May 19, 2023, filed on June 2, 2023 as Document Number A761032 with the Recorder, as further amended by that certain Amendment No. 3 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated June 30, 2023, filed on July 11, 2023, as Document Number A762385, with the Recorder, as further amended Amendment No. 4 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated May 31, 2025, filed on June 24, 2025, as Document Number A787781 with the Recorder, as further amended by Amendment No. 5 to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated September 5, 2025, filed on September 10, 2025 as Document Number A790743 with the Recorder, all encumbering the real property legally described therein (collectively, the "Mortgage"), hereby consents to the Development Agreement to which this instrument is attached (the "Agreement") and subordinates the Mortgage and the liens created by the Mortgage to the Agreement and the easements, covenants, obligations and other matters contained in the Agreement. IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent and Subordination by Mortgagee as of the date notarized below.

*[Signature page follows.]*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

STATE OF MINNESOTA                    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_            )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of Frandsen Bank & Trust, a Minnesota chartered banking corporation, on behalf of the banking corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

Melchert Hubert Sjodin, PLLP  
121 West Main Street, Suite 200  
Waconia, MN 55387  
(952) 442-7700



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	June 1, 2026
<b>Item Name:</b>	8.6. Elm Creek Ridge 1st Addition Final Plat & Elm Creek Ridge 2nd Addition Final Plat — Elm Creek Ridge, LLC
<b>Originating Dept:</b>	Community Development
<b>Presented By:</b>	Lane Braaten
<b>Previous Council Action:</b>	Elm Creek Ridge Preliminary Plat and PUD Approval - August 18, 2025 Elm Creek Ridge Final Plat Approval - January 5, 2026 Elm Creek Ridge Development Agreement Approval - March 2, 2026
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2026-135 Approving the Elm Creek Ridge 1st Addition Final Plat and the Elm Creek Ridge 2nd Additional Final Plat.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p><b><u>BACKGROUND/REQUEST</u></b>  <b>Applicant:</b> Elm Creek Ridge, LLC  <b>P.I.D.#s:</b> 090261211 (portion) and 090261120 (portion)  <b>Zoning Districts:</b> PUD, Planned Unit Development District</p> <p>Attached are the application materials pertaining to the ELM CREEK RIDGE 1ST ADDITION and ELM CREEK RIDGE 2ND ADDITION Final Plats as proposed by Elm Creek Ridge, LLC. The proposed final plats are generally consistent with the Elm Creek Ridge Preliminary Plat which was approved by the City Council via Resolution No. 2025-205 on August 18th, 2025. The Elm Creek Ridge Preliminary Plat included the development of a total of fifty-six (56) 65-foot-wide single-family home parcels.</p> <p>Please note that the reconsideration of the final plat, and the final plat being bifurcated, are due to a land title issue and will not cause any changes to the approved development of the property.</p> <p>The ELM CREEK RIDGE 1ST ADDITION and ELM CREEK RIDGE 2ND ADDITION Final Plats consist of the following:</p> <ol style="list-style-type: none"> <li>1. Fifty-six (56) 65-foot-wide single-family home lots.</li> <li>2. The proposed street and lot configuration are generally consistent with the approved Elm Creek Ridge Preliminary Plat considered by the City Council on August 18th, 2025.</li> <li>3. The preliminary plat approval allowed for 65-foot-wide single-family parcels. The parcels shall be developed consistent with the setback and impervious surface requirements stated in the preliminary plat approval and the development agreement.</li> <li>4. The final construction plans and plat are subject to final review and approval by the Public Services Director and City Engineer prior to any work commencing on the subject parcel.</li> </ol> <p><b><u>CONCLUSION/RECOMMENDATION</u></b></p> <p>Staff recommends approval of the ELM CREEK RIDGE 1ST ADDITION Final Plat and the ELM</p>	

CREEK RIDGE 2ND ADDITION final plat subject to the findings and conditions stated in the attached resolution.

**ATTACHMENTS:**

1. Resolution No. 2026-135 Approving the Elm Creek Final Plats
2. Final Plat Elm Creek Ridge 1st Addition
3. Final Plat Elm Creek Ridge 2nd Addition

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	Planning Commission:	
	Park Board:	
	Personnel Committee:	
	Other: More sample text.	

**CITY OF WACONIA  
RESOLUTION NO. 2026-135**

**RESOLUTION APPROVING THE ELM CREEK RIDGE 1<sup>ST</sup> ADDITION FINAL PLAT &  
THE ELM CREEK RIDGE 2<sup>ND</sup> ADDITION FINAL PLAT  
BY ELM CREEK RIDGE, LLC**

**WHEREAS**, Elm Creek Ridge, LLC (the “Applicant”), has submitted two final plat applications for the Elm Creek Ridge residential planned unit development titled ELM CREEK RIDGE 1<sup>ST</sup> ADDITION and ELM CREEK RIDGE 2<sup>ND</sup> ADDITION, which consist of fifty-six (56) 65-foot-wide single-family home parcels pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

**WHEREAS**, the subject properties include Elm Creek Road, and portions of PID# 090261211 and 090261120; and

**WHEREAS**, the ELM CREEK RIDGE 1<sup>ST</sup> ADDITION Final Plat and ELM CREEK RIDGE 2<sup>ND</sup> ADDITION final plat are consistent with the Elm Creek Ridge Preliminary Plat approved by the City Council on August 18<sup>th</sup>, 2025, per Resolution No. 2025-205; and

**WHEREAS**, staff has reviewed the final plat applications and recommends approval of the Elm Creek Ridge residential development consisting of fifty-six (56) 65-foot-wide single-family parcels subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for the Elm Creek Ridge Preliminary Plat as stated in Resolution No. 2025-205.
3. Compliance with the final plan review of the Public Services Director and City Engineer.
4. Execution and approval of a development agreement prior to work commencing on site.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Waconia hereby approves the ELM CREEK RIDGE 1<sup>ST</sup> ADDITION Final Plat and the ELM CREEK RIDGE 2<sup>ND</sup> ADDITION final plat for the Elm Creek Ridge residential planned unit development subject to the conditions noted above.

Adopted by the City Council of the City of Waconia on this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

# ELM CREEK RIDGE 1ST ADDITION

PLAT FILE NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_

## INSTRUMENT OF DEDICATION

**KNOW ALL PERSONS BY THESE PRESENTS:** that Elm Creek Ridge LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Carver, State of Minnesota, to-wit:

### PARCEL A:

Part of the Northwest Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, both in Section 26, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:  
Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 12 minutes 20 seconds East along the east line of said Northeast Quarter of the Southeast Quarter 932.80 feet; thence South 88 degrees 02 minutes 40 seconds West 450.10 feet; thence North 22 degrees 01 minutes 20 seconds West 1058.77 feet to the north line of said Northeast Quarter of the Southeast Quarter and to the point of beginning of the tract to be described; thence reversing South 22 degrees 01 minutes 20 seconds East 438.84 feet to the south line of the north 400.00 feet of said Northeast Quarter of the Southeast Quarter; thence continuing South 22 degrees 01 minutes 20 seconds East along the west line of a parcel described in Warranty Deed Document No. A749488, a distance of 492.68 feet to the south line of said parcel described in Warranty Deed Document No. A749488; thence South 87 degrees 44 minutes 05 seconds East along last said south line 497.64 feet to said east line of the Northeast Quarter of the Southeast Quarter; thence South 00 degrees 12 minutes 20 seconds East along last said line 396.92 feet to the northeast corner of Elm Creek Road as dedicated in the recorded plat COLOGNE ROAD ADDITION; thence North 87 degrees 49 minutes 17 seconds West along the north line of said Elm Creek Road 1118.54 feet to a point 82.30 feet east of the northwest corner of said Elm Creek Road, as measured along the north line of said Elm Creek Road, said point being on the easterly line of a parcel described in Quitclaim Deed Document No. 70904, said point also being on the easterly line of the roadway easement described in Document No. 71168; thence North 34 degrees 30 minutes 13 seconds West along said easterly line of a parcel described in Quitclaim Deed Document No. 70904, and the easterly line of the roadway easement described in Document No. 71168, a distance of 156.93 feet; thence North 11 degrees 53 minutes 51 seconds West along said easterly line of a parcel described in Quitclaim Deed Document No. 70904, and the easterly line of the roadway easement described in Document No. 71168, a distance of 556.27 feet; thence North 28 degrees 25 minutes 01 seconds West along said easterly line of a parcel described in Quitclaim Deed Document No. 70904, and the easterly line of the roadway easement described in Document No. 71168, a distance of 180.93 feet to the most southerly corner of a parcel described in Limited Warranty Deed Document No. A620925; thence North 29 degrees 27 minutes 45 seconds East along the southeasterly line of said parcel described in Limited Warranty Deed Document No. A620925 a distance of 290.85 feet; thence North 10 degrees 58 minutes 29 seconds East along the easterly line of said parcel described in Limited Warranty Deed Document No. A620925 a distance of 169.94 feet to the northeast corner of said parcel described in Limited Warranty Deed Document No. A620925 said corner being on the north line of said Northeast Quarter of the Southeast Quarter; thence easterly along last said north line 384.34 feet to the point of beginning.

### PARCEL B

Part of the Northwest Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, both in Section 26, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:  
Commencing at the northeast corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 87 degrees 44 minutes 05 seconds West along the north line of said Northwest Quarter of the Southeast Quarter 670.97 feet; thence South 02 degrees 15 minutes 55 seconds West 103.00 feet; thence South 87 degrees 44 minutes 05 seconds East 372.46 feet to the outside boundary line of the roadway easement as described in Document No. 71168 and of record in the Office of the Carver County Recorder; thence along said outside boundary line of the roadway easement as described in Document No. 71168 thus: thence South 30 degrees 49 minutes 41 seconds West 66.00 feet; thence South 59 degrees 10 minutes 19 seconds East 85.05 feet; thence South 28 degrees 25 minutes 01 seconds East 173.21 feet; thence South 11 degrees 53 minutes 51 seconds East 559.88 feet; thence South 35 degrees 10 minutes 35 seconds East 122.21 feet to the northwest corner of Elm Creek Road as dedicated in the recorded plat of COLOGNE ROAD ADDITION, said northwest corner to be the point of beginning of the land to be described; thence reversing North 35 degrees 10 minutes 35 seconds West 122.21 feet; thence North 11 degrees 53 minutes 51 seconds West 410.64 feet; thence leaving said outside boundary line of the roadway easement as described in Document No. 71168, North 87 degrees 49 minutes 06 seconds West 281.23 feet; thence South 01 degrees 02 minutes 31 seconds East 70.04 feet to the northeast corner of a parcel described in Limited Warranty Deed Document No. A620469; thence continuing South 01 degrees 02 minutes 31 seconds East along the east line of said parcel described in Limited Warranty Deed Document No. A620469 a distance of 180.29 feet; thence South 17 degrees 07 minutes 00 seconds East 295.09 feet to a point on the north line of the South 33.00 feet of said Northwest Quarter of the Southeast Quarter said point being 345.00 feet west of the west line of said Elm Creek Road as dedicated in the recorded plat of COLOGNE ROAD ADDITION, as measured along last said north line and along the north line of the South 33.00 feet of said Northeast Quarter of the Southeast Quarter; thence easterly along said north line of the South 33.00 feet of said Northwest Quarter of the Southeast Quarter and along said north line of the South 33.00 feet of said Northeast Quarter of the Southeast Quarter 345.00 feet to said west line of said Elm Creek Road as dedicated in the recorded plat of COLOGNE ROAD ADDITION; thence northerly along last said west line 33.02 feet to the point of beginning.  
EXCEPTING THEREFROM:  
Part of the Northeast Quarter of the Southeast Quarter, Section 26, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:  
Commencing at the northwest corner of said Northeast Quarter of the Southeast Quarter; thence on an assumed bearing of North 87 degrees 44 minutes 05 seconds West along the north line of said Southeast Quarter 670.97 feet; thence South 02 degrees 15 minutes 55 seconds West 257.00 feet; thence South 87 degrees 44 minutes 05 seconds East 119.00 feet; thence South 02 degrees 15 minutes 55 seconds West 103.00 feet; thence South 87 degrees 44 minutes 05 seconds East 372.46 feet to the outside boundary line of the roadway easement as described in Document No. 71168 and of record in the Office of the Carver County Recorder; thence along said outside boundary line of the roadway easement as described in Document No. 71168 thus: thence South 30 degrees 49 minutes 41 seconds West 66.00 feet; thence South 59 degrees 10 minutes 19 seconds East 85.05 feet; thence South 28 degrees 25 minutes 01 seconds East 173.21 feet; thence South 11 degrees 53 minutes 51 seconds East along a line hereinafter referred to as Line A, a distance of 559.88 feet to a point hereinafter referred to as Point A; thence South 35 degrees 10 minutes 35 seconds East 122.21 feet to the northwest corner of Elm Creek Road as dedicated in the recorded plat of COLOGNE ROAD ADDITION; thence returning northwesterly 122.21 feet to aforementioned Point A; thence North 11 degrees 53 minutes 51 seconds West along aforementioned Line A, a distance of 3.17 feet to the point of beginning of the land to be described; thence westerly 12.21 feet along a non-tangential curve concave to the south, said curve has a radius of 66.00 feet, a central angle of 10 degrees 36 minutes 08 seconds, and the chord of said curve bears North 79 degrees 41 minutes 50 seconds West; thence North 02 degrees 23 minutes 47 seconds East 45.73 feet to aforementioned Line A; thence South 11 degrees 53 minutes 51 seconds East along said Line A 48.92 feet to the point of beginning.

Has caused the same to be surveyed and platted as ELM CREEK RIDGE, and does hereby dedicate to the public for the public use forever the public ways and also dedicate the easements as shown on this plat for drainage and utility purposes only as created by this plat.

In witness whereof said Elm Creek Ridge LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Signed:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

### NOTARY CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026,

by \_\_\_\_\_, of \_\_\_\_\_, on behalf of the company.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

### SURVEYOR'S CERTIFICATION

I Kurt D. Nelson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on the plat; and all public ways are shown and labeled on the plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Kurt D. Nelson, Licensed Land Surveyor  
Minnesota License No. 45356

### NOTARY CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Kurt D. Nelson, Licensed Land Surveyor.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

### COUNTY COUNCIL, City of Waconia, Minnesota

This plat of ELM CREEK RIDGE was approved and accepted by the City Council of the City of Waconia, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 2026, and said plat is in compliance with the provisions of Minnesota State Statutes, Section 505.03, Subd.2.

City Council, City of Waconia, Minnesota

By: \_\_\_\_\_  
Mayor Clerk

### COUNTY SURVEYOR, Carver County, Minnesota

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Brian Praske, County Surveyor

### COUNTY AUDITOR, Carver County, Minnesota

I hereby certify that taxes payable in 20\_\_\_ and prior years have been paid for on land described on this plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026 .

\_\_\_\_\_  
Denise Anderson  
Property Tax & Elections Director

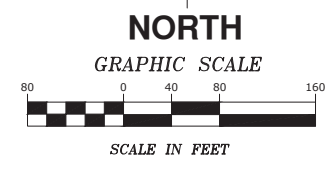
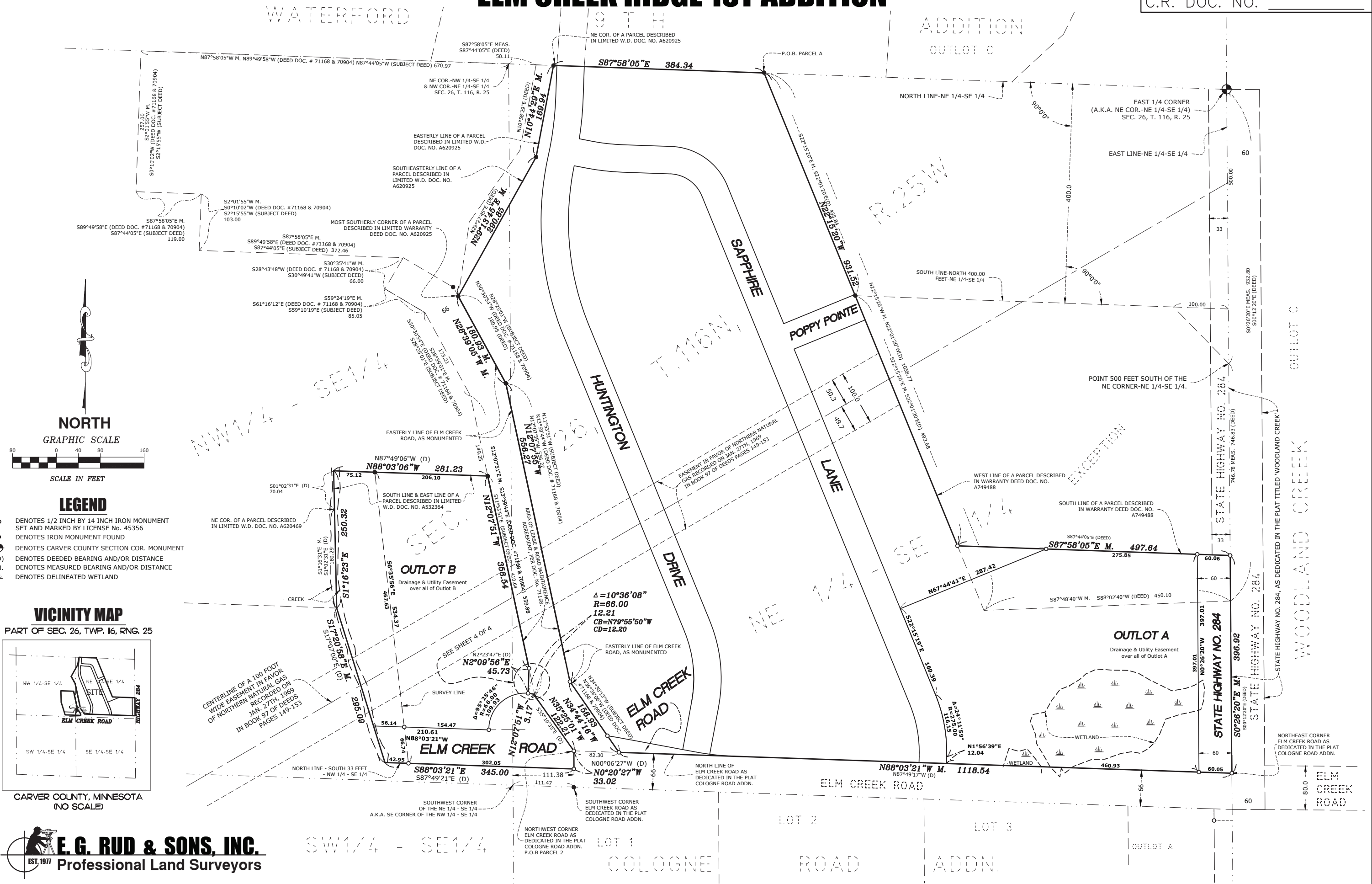
### COUNTY RECORDER, Carver County, Minnesota

I hereby certify this plat of ELM CREEK RIDGE P.U.D. was filed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, at o'clock \_\_\_\_\_.M., as Document Number \_\_\_\_\_.

By: \_\_\_\_\_  
Kaaren Lewis, County Recorder

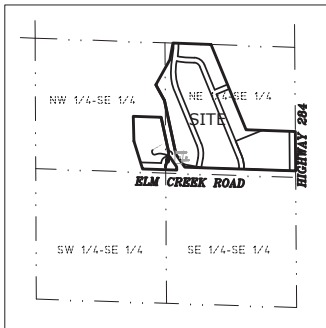
# ELM CREEK RIDGE 1ST ADDITION

PLAT FILE NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_



- LEGEND**
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 45356
  - DENOTES IRON MONUMENT FOUND
  - ⊕ DENOTES CARVER COUNTY SECTION COR. MONUMENT
  - (D) DENOTES DEEDED BEARING AND/OR DISTANCE
  - M. DENOTES MEASURED BEARING AND/OR DISTANCE
  - W DENOTES DELINEATED WETLAND

**VICINITY MAP**  
PART OF SEC. 26, TWP. 16, RING. 25

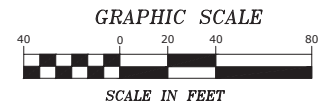
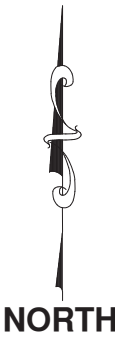


CARVER COUNTY, MINNESOTA  
(NO SCALE)

**E. G. RUD & SONS, INC.**  
EST. 1977 Professional Land Surveyors

# ELM CREEK RIDGE 1ST ADDITION

PLAT FILE NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_

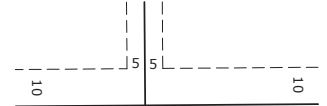


### LEGEND

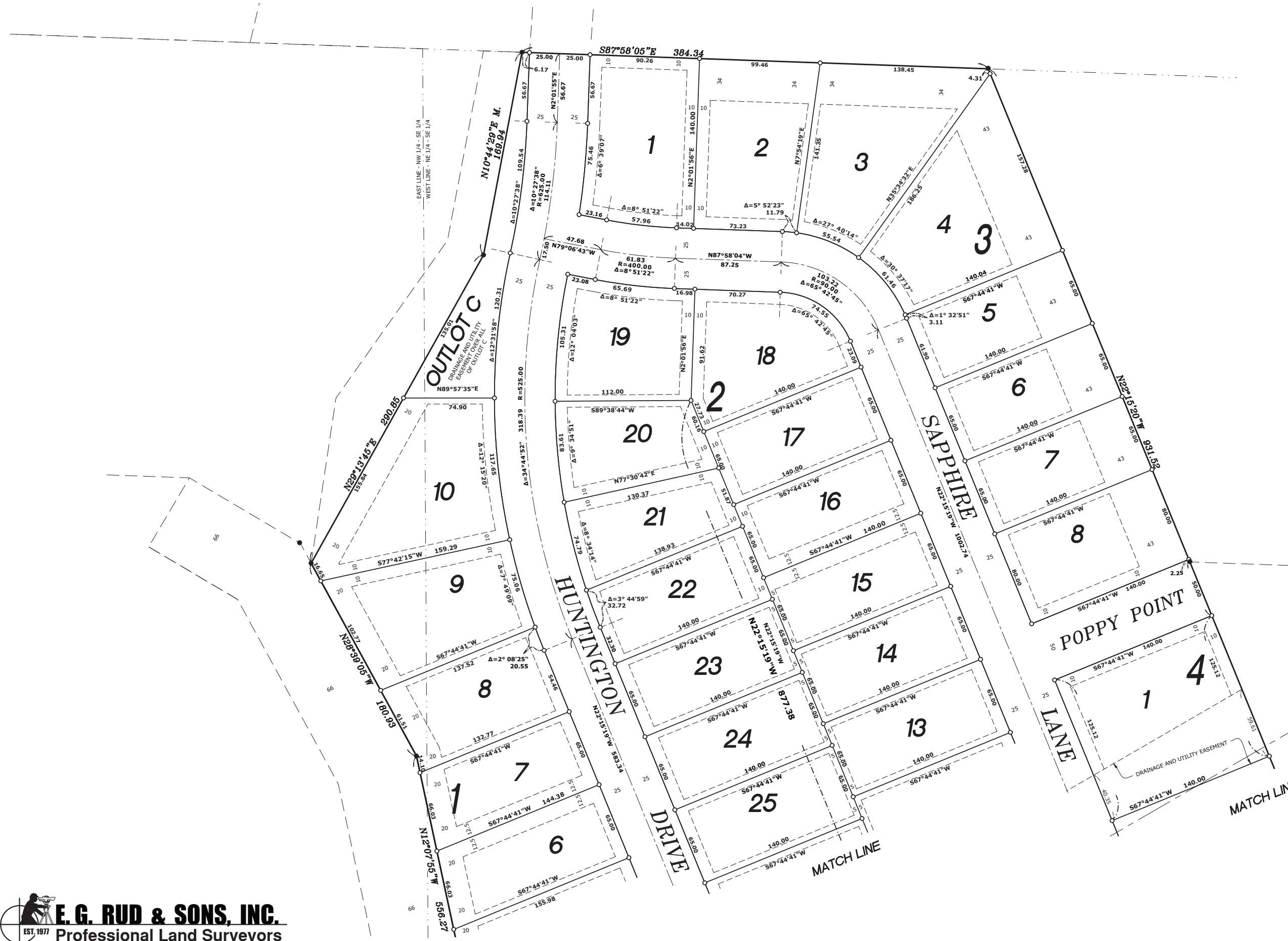
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 45356
- DENOTES IRON MONUMENT FOUND
- ⊕ DENOTES CARVER COUNTY SECTION COR. MONUMENT
- (D) DENOTES DEEDED BEARING AND/OR DISTANCE
- M. DENOTES MEASURED BEARING AND/OR DISTANCE
- ▬ DENOTES DELINEATED WETLAND

### EASEMENT DETAIL

Drainage and Utility Easements are shown as thus:  
(Not to scale)



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way line and rear lot lines, as shown on plat.



# ELM CREEK RIDGE 1ST ADDITION

PLAT FILE NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_

## LEGEND

- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE No. 45356
- DENOTES IRON MONUMENT FOUND
- ⊕ DENOTES CARVER COUNTY SECTION COR. MONUMENT
- (D) DENOTES DEEDED BEARING AND/OR DISTANCE
- M. DENOTES MEASURED BEARING AND/OR DISTANCE
- ▬ DENOTES DELINEATED WETLAND

## EASEMENT DETAIL

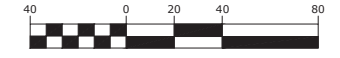
Drainage and Utility Easements are shown as thus:  
(Not to scale)



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way line and rear lot lines, as shown on plat.

NORTH

GRAPHIC SCALE



SCALE IN FEET



# ELM CREEK RIDGE 2ND ADDITION

PLAT FILE NO. \_\_\_\_\_  
C.R. DOC. NO. \_\_\_\_\_

## INSTRUMENT OF DEDICATION

**KNOW ALL PERSONS BY THESE PRESENTS:** that Elm Creek Ridge LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Carver, State of Minnesota, to-wit:

Outlot D, ELM CREEK RIDGE, Carver County, Minnesota.

ALSO

Part of the Northwest Quarter of the Southeast Quarter of Section 26, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows: Beginning at the northwest corner of Elm Creek Road as dedicated in the recorded plat COLOGNE ROAD ADDITION; thence North 35 degrees 25 minutes 01 seconds West along the northeasterly line of ELM CREEK ROAD as dedicated in the recorded plat ELM CREEK RIDGE 122.21 feet to an angle point in said northeasterly line; thence North 12 degrees 07 minutes 51 seconds West along said northeasterly line 3.17 feet; thence southeasterly 91.21 feet along a non-tangential curve concave to the southwest, said curve has a radius of 66.00 feet, a central angle of 79 degrees 10 minutes 44 seconds, a chord length of 84.21 feet and the chord of said curve bears South 35 degrees 02 minutes 24 seconds East; thence South 88 degrees 03 minutes 21 seconds not-tangent to the last described curve 3.06 feet; thence North 02 degrees 09 minutes 47 seconds East 130.00 feet to the northwest corner of Outlot D, of said plat ELM CREEK RIDGE; thence South 12 degrees 07 minutes 55 seconds East along the southwesterly line of said Outlot D 38.30 feet; thence South 34 degrees 44 minutes 16 seconds East along said southwesterly line of said Outlot D 156.93 feet to a point 82.30 feet east of said northwest corner of said Elm Creek Road, as dedicated in said plat COLOGNE ROAD ADDITION; thence North 88 degrees 03 minutes 21 seconds West along the north line of said Elm Creek Road, as dedicated in said plat COLOGNE ROAD ADDITION 82.30 feet to the point of beginning.

Has caused the same to be surveyed and platted as ELM CREEK RIDGE 2ND ADDITION, and does hereby dedicate to the public for the public use forever the public ways and also dedicate the easements as shown on this plat for drainage and utility purposes only as created by this plat. In witness whereof said Elm Creek Ridge LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Signed:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

## NOTARY CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026,

by \_\_\_\_\_, of \_\_\_\_\_, on behalf of the company.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## SURVEYOR'S CERTIFICATION

I Kurt D. Nelson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on the plat; and all public ways are shown and labeled on the plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Kurt D. Nelson, Licensed Land Surveyor  
Minnesota License No. 45356

## NOTARY CERTIFICATE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Kurt D. Nelson, Licensed Land Surveyor.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## COUNTY COUNCIL, City of Waconia, Minnesota

This plat of ELM CREEK RIDGE 2ND ADDITION was approved and accepted by the City Council of the City of Waconia, Minnesota at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 2026, and said plat is in compliance with the provisions of Minnesota State Statutes, Section 505.03, Subd.2.

City Council, City of Waconia, Minnesota

By: \_\_\_\_\_  
Mayor Clerk

## COUNTY SURVEYOR, Carver County, Minnesota

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Brian Praske, County Surveyor

## COUNTY AUDITOR, Carver County, Minnesota

I hereby certify that taxes payable in 20\_\_\_\_ and prior years have been paid for on land described on this plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Denise Anderson  
Property Tax & Elections Director

## COUNTY RECORDER, Carver County, Minnesota

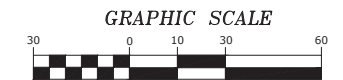
I hereby certify this plat of ELM CREEK RIDGE P.U.D. was filed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, at o'clock \_\_\_\_\_M., as Document Number \_\_\_\_\_.

Kaaren Lewis, County Recorder

By: \_\_\_\_\_



**NORTH**



SCALE IN FEET

## LEGEND

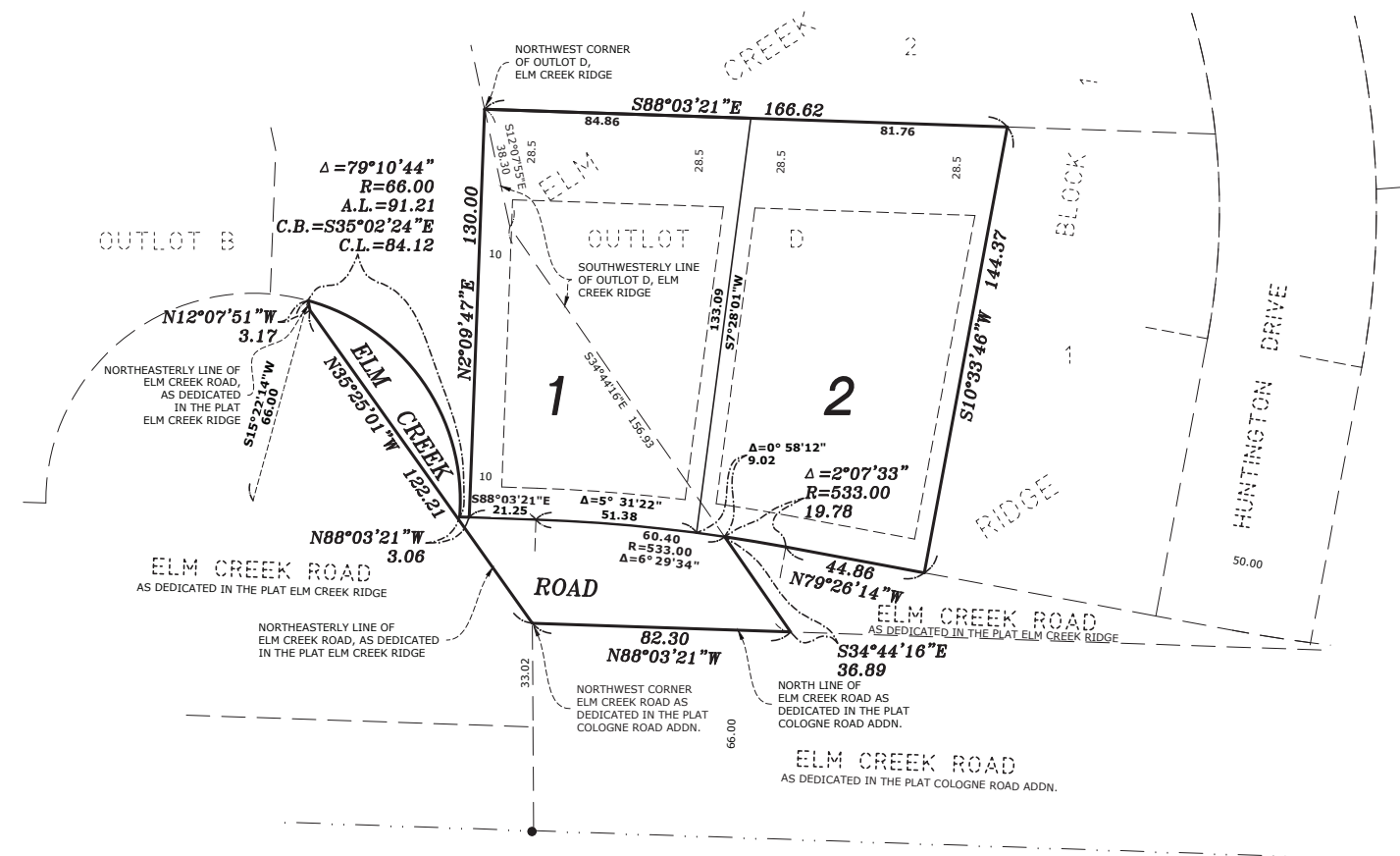
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE No. 45356
- DENOTES IRON MONUMENT FOUND

## EASEMENT DETAIL

Drainage and Utility Easements are shown as thus:  
(Not to scale)



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way line and rear lot lines, as shown on plat.





## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.7. Elm Creek Ridge Development Agreement - REVISED	
<b>Originating Dept:</b> Community Development	
<b>Presented By:</b> Lane Braaten	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Regular Session
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2026-136 approving the revised Development Agreement for Elm Creek Ridge 1st Addition and Elm Creek Ridge 2nd Addition, which are both included in the draft Development Agreement for Elm Creek Ridge</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>On January 5, 2026, the Council approved a final plat for Magellan Land Development, LLC titled ELM CREEK RIDGE pursuant to Chapter 1000 of the Waconia City Ordinance. The ELM CREEK RIDGE final plat consists of fifty-six (56) single-family residential lots. The Council approved the final plat application via Resolution No. 2026-014 subject to certain conditions including Magellan Land Development, LLC entering into a development agreement with the City.</p> <p>Subsequently, the Council approved Resolution No. 2026-068 conditionally approving a development agreement for the development described in the initial final plat. After the adoption of the above-referenced Resolutions, a title issue was discovered that necessitated bifurcating the initial final plat into two plats, ELM CREEK RIDGE 1ST ADDITION and ELM CREEK RIDGE 2ND ADDITION.</p> <p>Staff have prepared a revised development agreement for ELM CREEK RIDGE which includes the changes related to the title issue, a copy of which is attached for Council's review and consideration. Staff recommend approval of the development agreement language as proposed.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Resolution No. 2026-136 Approve REV Dev Agreement Elm Creek Ridge</li> <li>2. Elm Creek Ridge Development Agreement</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA**  
**RESOLUTION NO. 2026-136**

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

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

**WHEREAS**, Developer desires to plat the Property as ELM CREEK RIDGE 1<sup>ST</sup> ADDITION and ELM CREEK RIDGE 2<sup>ND</sup> ADDITION, which will consist of fifty-six (56) residential lots (the “**Project**”); and

**WHEREAS**, on March 2<sup>nd</sup>, 2026, the City Council passed Resolution No. 2026-068 conditionally approving a Development Agreement for the initial ELM CREEK RIDGE final plat, and

**WHEREAS**, subsequent to the adoption of the above referenced development agreement and the ELM CREEK RIDGE final plat, at title issue was discovered that has necessitated bifurcating the initial final plat into two plats and revising the initial development agreement, and

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

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

**WHEREAS**, the City Council finds it is in the best interests of the City to approve the revised Development Agreement.

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

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

Passed and adopted by the City Council of the City of Waconia this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, City Clerk

**EXHIBIT 1**  
**Development Agreement**

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

This agreement (the “**Agreement**”) is dated June 1, 2026, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Elm Creek Ridge LLC, a Minnesota limited liability company (the “**Developer**”).

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

*Lots 1 through 10, Block 1; Lots 1 through 30, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 6, Block 4; ELM CREEK RIDGE, Carver County, Minnesota; and Outlot A, Outlot B, Outlot C, and Outlot D, ELM CREEK RIDGE, Carver County, Minnesota.*

**RECITALS**

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

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

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

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

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

WHEREAS, on January 5, 2026, the City Council passed Resolution No. 2026-014 conditionally approving the final plat for ELM CREEK RIDGE drafted by E.G. Rud & Sons, Inc. (the “**Initial Final Plat**”); and

WHEREAS, on March 2, 2026, the City Council passed Resolution No. 2026-068 conditionally approving a Development Agreement for the development described in the Initial Final Plat; and

WHEREAS, subsequent to the adoption of the above-referenced resolutions, a title issue was discovered that necessitated bifurcating the Initial Final Plat into two plats as follows:

1. ELM CREEK RIDGE 1<sup>ST</sup> ADDITION, Carver County, Minnesota, a copy of which is attached as Exhibit C-1 (the “**1<sup>st</sup> Addition Final Plat**”); and
2. ELM CREEK RIDGE 2<sup>ND</sup> ADDITION, Carver County, Minnesota, a copy of which is attached as Exhibit C-2 (the “**2<sup>nd</sup> Addition Final Plat**”);

and

WHEREAS, the 1<sup>st</sup> Addition Final Plat and the 2<sup>nd</sup> Addition Final Plats are, collectively, the “**Final Plats**”; and

WHEREAS, on June 1<sup>st</sup>, 2026, the City Council passed Resolution No. 2026-136 approving the revisions to the Initial Final Plat and the Development Agreement described above;

WHEREAS, as platted in the 1<sup>st</sup> Addition Final Plat, the Property consists of:

1. Lots 1 through 10, Block 1; Lots 1 through 30, Block 2; Lots 1 through 8, Block 3; Lots 1 through 6, Block 4; ELM CREEK RIDGE 1<sup>ST</sup> ADDITION, Carver County, Minnesota (the “**1<sup>st</sup> Addition Residential Lots**”);
2. Outlot A, Outlot B, Outlot C, and Outlot D, ELM CREEK RIDGE 1<sup>ST</sup> ADDITION, Carver County, Minnesota (collectively, the “**Outlots**” and individually an “**Outlot**”); and
3. Certain land dedicated to public use for roadways, state highways, stormwater retention, and other Municipal Improvements;

and

WHEREAS, the 2<sup>nd</sup> Addition Final Plat will replat Outlot D, ELM CREEK RIDGE 1<sup>ST</sup> ADDITION, Carver County, Minnesota, as the following:

1. Lots 1 and 2, ELM CREEK RIDGE 2<sup>ND</sup> ADDITION, Carver County, Minnesota (the “**2<sup>ND</sup> Addition Residential Lots**”); and
2. Certain land dedicated to public use for Elm Creek Road;

WHEREAS, the 1<sup>st</sup> Addition Plat and the 2<sup>nd</sup> Addition Plat, together, are substantially consistent with the Preliminary Plat; and

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

1. The Elm Creek Ridge Construction Plans prepared by Civil Engineering Site Design and dated \_\_\_\_\_, 2026;
2. The Elm Creek Ridge Final Landscape Plan prepared by Calyx Design Group and dated February 16<sup>th</sup>, 2026, which is attached for reference as Exhibit D (the “**Landscape Plan**”); and
3. The Elm Creek Ridge Turn Lane Improvement Plans prepared by Civil Engineering Site Design, dated January 23<sup>rd</sup>, 2026, Revised date April 6<sup>th</sup>, 2026 (the “**Highway 284 Turn Lane Plans**”); and

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

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

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

### **TERMS**

1. **INTRODUCTORY MATTERS.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:
  - 1.1. The Recitals set forth above; and
  - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “**City Resolutions**”).

2. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

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

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

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

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

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

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

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

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

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

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

3. **RIGHT TO PROCEED; CONSTRUCTION.** Unless separate written approval has been given by the City, the Developer may not grade the Property or start construction of any Improvements on the Property until the following conditions have been met to the satisfaction of the City: i) this Agreement has been fully executed and filed with the City Clerk; ii) the requirements in Section 4.2 below have been satisfied; iii) the Surety Deposits (defined in Section 13 below) have been received by the City; iv) the 1st Addition Final Plat has been recorded with the Carver County Recorder’s Office or Registrar of Titles; v) the Developer has provided the City with recording information for all instruments required to be recorded with 1<sup>st</sup> Addition Final Plat; vi) the Developer is not in default of this Agreement or any other agreement related to the Property; vii) the Developer is not in violation of any federal, state or local regulation related to the Property; viii) the City Community Development Director has issued a letter that the Developer may proceed; and ix) the Developer has acquired fee title ownership of the Property. Construction of the Improvements on the Property shall proceed in accordance with the Preliminary Plat, the Final Plats, the Plans, the City Resolutions, the Waconia City Code, and this Agreement.

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

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

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

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

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

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

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

- The CCWMO regarding storm water management;
- MNDOT regarding the Highway 284 Turn Lane Plans;
- Northern Natural Gas regarding the gas transmission line crossing the property;
- Each utility company that will provide utility services to the Residential Lots; and
- All other approvals required for the planned development of the Property.

After each such approval has been obtained, the Developer shall provide proof of the approval to the City. Thereafter, the Developer shall comply with all conditions of the approval. Material modifications to the Plans are subject to the review and approval of the City Council.

The Developer shall comply with any further requirements of the City Council based on its additional review and approval.

- 4.2.5. **Compliance with Conditions of Approval.** The Developer shall, at its expense, fully comply with all of the conditions found in the City Resolutions (the “**Conditions of Approval**”). The City may, in its sole discretion, permit construction to proceed prior to the Developer satisfying all of the Conditions of Approval. If the City does this, such permission shall not be deemed a waiver of the unsatisfied Conditions of Approval, or any of them. Instead, the unsatisfied Conditions of Approval shall remain in full force and effect, and the City may refuse to issue building permits and/or certificates of occupancy for Residential Lots until all of Conditions of Approval have been satisfied.
- 4.3. **Easements from Developer for Public Use.** Except as provided in Sections 4.5 below, the City shall have no obligation to release the 1st Addition Final Plat until the Developer has provided easements for all streets, trails, drainage easements, utility easements, and other public use areas as required by the City or any other Governmental Entity with jurisdiction. Except as provided in Section 4.4 below, such easements shall be dedicated on the 1st Addition Final Plat, unless the City requests a separate recordable document. If a separate recordable easement is provided, the City and the Developer shall work together to record such document immediately after the 1st Addition Final Plat is recorded and before any liens are placed against the Property.
- 4.4. **Elm Creek Road Dedication.** A portion of the Elm Creek Road dedication shall occur in the 2<sup>nd</sup> Addition Final Plat, as depicted on Exhibit C-2.
- 4.5. **Drainage and Utility Easement.** The City shall have no obligation to release the 2<sup>nd</sup> Addition Final Plat until the Developer has executed and recorded, at its expense, the Declaration and Covenant of Easement attached as Exhibit E (the “**DU Easement**”).
- 4.6. **Vacation of Elm Creek Road.** After Developer has conveyed the easement required by Section 4.5 above, and after Developer has made the conveyances required by Section 10.5, as a condition of release of the 2<sup>nd</sup> Addition Final Plat, Developer shall petition Waconia Township and the City of Waconia to vacate any portions of public right-of-way over the parts of Elm Creek Road described in that certain deed dated April 26, 1985 and recorded with the office of the Carver County Recorder’s office as Document No. 70904 on May 2, 1985. Such vacation will occur prior to the dedication described in Section 4.4, above.
- 4.7. **Lien Free Conveyances.** If a lien already exists or arises before an easement described above can be recorded (excepting liens for real estate taxes and assessments), the Developer shall take commercially reasonable steps to subordinate all such liens to the applicable easement. Without limiting the

general nature of the above requirements, all easements shall be provided by the Developer without cost to the City.

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

6. **IMPROVEMENTS.**

6.1. **Municipal Improvements Installed by the Developer.**

6.1.1. **General.** Except as expressly provided to the contrary in Section 6.2 below, the Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the 1st Addition Final Plat, the Plans, the Waconia City Code, and this Agreement (the “**Developer Installed Municipal Improvements**”) including:

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

below;

6.1.1.11. the Poppy Pointe improvement described in Section 6.1.4 below; and

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

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

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

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

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

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

6.1.2.3. **Sanitary Forcemain.** The Developer shall oversize the sanitary sewer forcemain from four (4) inches to six (6) inches in the segment of Elm Creek Road from the lift station

to the intersection with Huntington Drive and in the segment of Huntington Drive from Elm Creek Road to Manhole No. 5. The City's reimbursement obligation for the sanitary sewer forcemain oversizing shall be \$7,400.00.

6.1.2.4. **Lift Station.** The Developer shall oversize the lift station wet well from a 96-inch diameter to a 120-inch diameter. The City's reimbursement obligation for the lift station wet well oversizing shall be \$24,000.00.

6.1.2.5. **Diagram.** A diagram depicting the locations of the above-described oversizing is attached as Exhibit F for reference.

6.1.2.6. **Payment.** The City shall pay the oversizing reimbursement amounts set forth above to the Developer within 30 days after the City has accepted the Developer Installed Municipal Improvements pursuant to Section 6.15 below.

6.1.3. **Huntington Drive Connection.** The Developer shall connect the north terminus of Huntington Drive on the Property with the south terminus of Huntington Drive on the adjacent property to the north, which is owned by JMH Land Development Company, LLC ("**JMH**"). Although most of this work will occur within public right-of-way, the Developer will also need to enter onto JMH's property to match grades, as depicted in the Plans. The Developer shall obtain all permissions and temporary construction easements needed from JMH to lawfully perform such work.

6.1.4. **Poppy Pointe Improvements.** Regarding the right-of-way platted as "Poppy Pointe" on attached Exhibit C, the Developer shall construct a road and ADA compliant sidewalk improvements in conformance with the Plans. Further, the Developer shall install a City approved vehicle barricade on the east end of the road improvement.

6.1.5. **Highway 284 Turn Lane.** The Developer shall construct the Highway 284 Turn Lane in full conformance with the Highway 284 Turn Lane Plans and obtain MNDOT's acceptance of such improvement prior to the Municipal Improvement Deadline (defined in Section 6.9 below). The parties acknowledge that, for purposes of this Agreement, the Highway 284 turn lane shall be deemed a Developer Installed Municipal Improvement, except that Developer shall work directly with MNDOT to satisfy all of MNDOT's requirements regarding design, construction, and approval. As such, this improvement is secured by the Letter of Credit for the Municipal Improvements and shall be subject to the terms contained in Section 13.1 below. If MNDOT requires any additional surety, such surety shall be in addition to the surety described herein.

- 6.2. **Government Installed/Developer Funded Municipal Improvements.** The City shall install and construct the following improvements at the Developer’s expense (the “**Developer Funded Municipal Improvements**”):
- 6.2.1. **Signs.** The City shall install street, trail, wetland buffer, and shoreland buffer signs for the Property per the City’s standard practice, which are estimated to cost approximately \$9,400.00. The Developer acknowledges that it is difficult to estimate the cost of such signage early in a development project, that the estimate is for informational purposes only, and that the Developer shall reimburse the City for the actual costs associated with the installation, including the cost of all materials and staff time required to install such signage, invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code. Promptly after the City has Substantially Completed the installation of such signage, the City shall invoice the Developer for the reimbursable amount pursuant to Section 12.2 below.
- 6.2.2. **Future Sidewalk Improvement.** The development of the Property will necessitate the future construction of an ADA compliant sidewalk for Elm Creek Road as depicted on attached Exhibit G (collectively, the “**Sidewalk Improvement**”) The Developer acknowledges that the Sidewalk Improvement is necessary to serve the current development, but it is appropriate to delay its construction to facilitate construction coordination with other improvements.
- 6.2.2.1. **Petition.** The City may order the Sidewalk Improvement on the City Council’s own initiative when the City determines it is appropriate to do so, in its sole discretion.
- 6.2.2.2. **Project Costs.** All costs and expenses incurred by the City in relation to the evaluation, design, construction, and assessment of the Sidewalk Improvement shall be included as costs of such improvement (the “**Project Costs**”).
- 6.2.2.3. **Settlement Payment for Future Improvement.** The Developer agrees that, in consideration of the City constructing the Sidewalk Improvement the Developer shall pay the City the sum of \$71,600.00 (the “**Settlement Payment**”) concurrent with the release of the 1st Addition Final Plat. The Settlement Payment constitutes a final settlement between the City and the Developer for the Sidewalk Improvement, and the City shall bear the risk of any cost overruns and the benefit of any cost savings.
- 6.2.2.4. **Waiver.** To the extent the Settlement Payment is deemed an assessment, the Developer hereby waives any objections to

the assessment imposed by the City pursuant to this section. Without waiving the general nature of the immediately preceding sentence, the Developer specifically waives all objections, rights, or claims it may have under Minnesota Statutes, Chapter 429, that any part of the City's approval process or the assessment process is irregular, improper, or invalid. Developer further waives all rights or claims it may have to object to, or appeal the amount of, the assessment described in this section, including any claims that the assessed amount exceeds the benefits conferred upon the Property and any claims that the assessed amount was unfairly or inequitably assessed.

- 6.3. **Private Improvements.** The Developer shall, at its expense, install private improvements on the Property (the "**Private Improvements**") in conformance with the Preliminary Plat, the 1st Addition Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.4. **Landscape Improvements.** The Developer shall install, at its expense, all landscaping improvements required by the Landscape Plans (the "**Landscape Improvements**"). Further, for a period of 2 years from the date installed, Developer shall replace any plant material that dies or is not growing properly. The Developer shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.5. **Other Project Specific Items.**
  - 6.5.1. **Carver Creek Impact Zone.** All areas within 25 feet of Carver Creek shall remain in their natural state and no grading or vegetation removal shall occur within this buffer area. The City shall place signs providing notice of such protected status as part of the Developer Funded Municipal Improvements.
  - 6.5.2. **Ingress/Egress Easement of Adjacent Property Owner.** The Elm Creek Road right-of-way depicted on the 1st Addition Final Plat extends from State Highway 284 to the Property's west boundary line. In connection with the development of the Property, Elm Creek Road shall be improved as shown in the Plans, with a westerly surface improvement terminus being a cul-de-sac. The unimproved segment of the Elm Creek Road right-of-way that extends from the westerly edge of the cul-de-sac to the west boundary line of the Property, as depicted in the 1st Addition Final Plat, shall remain unimproved until such time as the adjacent property to the west (the "**Song River Property**") is annexed into the City, if ever. The Developer agrees to work with the City and the owner of the Song River Property to provide access onto Elm Creek

Road, as improved, from the driveway easement currently used by the owner of the Song River Property to the improved Elm Creek Road at approximately the location depicted on attached Exhibit H as the “Driveway Connection Area.”

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

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

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

engineer, must also provide all surveying and construction staking necessary to ensure that the construction of the Improvements conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall or via virtual meeting (e.g., Zoom) with all parties concerned, including the City staff, to review the program for the construction work.

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

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

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

6.15. **Acceptance by the City.** All Improvements are subject to final inspection by the City Engineer, the City Public Services Director, and the City Building Inspector (collectively, the “**City Staff Inspectors**”). If any of the City Staff Inspectors determine corrective action is needed to conform any of the Improvements to the Plans, this Agreement, any requirement of a Governmental Entity, or to correct defective or damaged work (including, but not limited to, pavement and sidewalk and/or trail cracks and damage), the City shall inform the Developer of the corrective action needed. Upon receiving written notice from the City of any corrective action needed, the Developer shall, at the Developer’s expense, promptly complete the corrective action to the satisfaction of the City Staff Inspectors. Further, within 60 days of the City’s receipt of the Inspection Deliverables, the City shall either accept, by resolution of the City Council, the Developer Installed Municipal Improvements or inform the Developer in writing of corrective action needed. Regarding the Developer Installed Municipal Improvements, the City’s failure to act as stated above within the 60-day period shall be deemed acceptance. Upon acceptance by the City, the Developer Installed Municipal Improvements shall become City property without further action.

## 7. **WARRANTIES.**

7.1. **Developer Installed Municipal Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City pursuant to Section 6.15 above (the “**Improvement Warranty Period**”), and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City

with a 2-year warranty bond for 25% of the cost of the Developer Installed Municipal Improvements. In lieu of providing such bond, the Developer may leave the Letter of Credit for the Municipal Improvements in place during the Improvement Warranty Period in an amount equal to or exceeding 25% of the cost of the Developer Installed Municipal Improvements.

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

## 8. **INSURANCE AND INDEMNIFICATION.**

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

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

- 9.1. **General Building Permit Requirements.** No building permits for any 1<sup>st</sup> Addition Residential Lots shall be issued until:
- 9.1.1. the 1st Addition Final Plat has been recorded;
  - 9.1.2. the Improvements have been Substantially Completed;
  - 9.1.3. restrictive covenants acceptable to the City have been executed and recorded;
  - 9.1.4. park dedication requirements have been met as required herein;
  - 9.1.5. any outstanding amounts due to the City under this Agreement have been paid;
  - 9.1.6. all required financial guarantees have been given to the City; and
  - 9.1.7. the Developer is not then in default of this Agreement.
- 9.2. **Individual Lot Building Permit Requirements.** In addition to the requirements in Section 9.1 above and subject to Section 9.1, no building permit for an individual Residential Lot shall be issued until:
- 9.2.1. the City Public Services Director and/or City Engineer have approved access and temporary construction access for the lot;
  - 9.2.2. the applicant for the permit has paid all fees then required by the City or any other Governmental Entity for issuance of a building permit including any fees for: i) metro sewer availability; ii) sewer trunk; iii) sewer permit; iv) sewer hookup; v) water trunk; vi) water permit; vii) water hookup; viii) storm water trunk; and ix) storm water connection;
  - 9.2.3. individual lots are properly established with Best Management Practices (“BMP”) devices approved by the City Public Services Director and/or City Engineer including slit-in silt fence (spring – fall months) or proper log rolls (winter season); and
  - 9.2.4. all Waconia City Code requirements for issuance of a building permit have been met.
- 9.3. **Certificate of Occupancy Requirements.** No certificate of occupancy shall be issued for a residential structure on a Residential Lot until:
- 9.3.1. the City Public Services Director and/or City Engineer has approved an as-built final grade and sidewalk survey for the lot, subject to seasonal conditions and weather dependent;
  - 9.3.2. sidewalk damaged during building construction must be replaced or a \$2,500.00 escrow provided to guarantee replacement within six (6) months;

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

**9.4. Model Homes and Marketing Signage.**

- 9.4.1. **Permits.** The Developer may apply for and receive building permits for two (2) model single family homes prior to the Developer meeting the requirements of Section 9.1 above provided, in each instance, all of the following conditions have been satisfied:
  - 9.4.1.1. The 1st Addition Final Plat has been recorded;
  - 9.4.1.2. The City has approved the location of the lot(s) on which the model home(s) will be constructed;
  - 9.4.1.3. All Section 9.2 conditions have been met for the applicable lot(s);
  - 9.4.1.4. A graveled roadway access sufficient, in the City's sole judgement, to support emergency response and firefighting vehicles has been constructed between the nearest paved or graveled public road and the applicable lot(s);
  - 9.4.1.5. The Developer agrees to stockpile dirt at a location that does not, in the City's sole judgement, impede emergency and firefighting access to the structure(s) to be constructed on the lot(s);
  - 9.4.1.6. Prior to using or occupying any model home, all Section 9.3 certificate of occupancy requirements must be met for the applicable lot(s); provided, however, that upon the Developer's request the City may issue a temporary certificate of occupancy for the model home imposing such conditions and limitations as the City determines appropriate; and
  - 9.4.1.7. the Developer is not then in default of this Agreement.
- 9.4.2. **Risk.** The Developer assumes all risk, liability, damages, and costs associated with i) the construction of the model home(s); ii) delays in

completion of the Improvements; and iii) damage to the Improvements.

9.4.3. **Marketing Sign.** The Developer may place one two-sided sign on Outlot A to market the development (the “**Temporary Marketing Sign**”). The dimensions, location, and other attributes of the Temporary Marking Sign shall comply with the signage requirements found in the Waconia City Code. The Developer shall remove The Temporary Marketing Sign from Outlot A no later than the day on which at least 90% of the residential lots in Elm Creek Ridge have received a certificate of occupancy or December 31, 2029, whichever occurs first. If the Developer fails to remove the Temporary Marking Sign by such removal deadline, the City may do so and invoice the Developer for the cost of removal, as reasonably determined by the City.

9.5. **Fees.** Once the 1st Addition Final Plat has been recorded and tax parcel identification numbers have been assigned to the Residential Lots, the City will start charging monthly storm water and street lighting fees pursuant to Waconia City Code, Chapters 413, 414, and 1100. The Developer acknowledges the City will charge such fees on all Residential Lots and any outlots held by the Developer for future development (with fees being reallocated when replating occurs). The Developer shall timely pay all such fees on all parcels owned by the Developer. These fees are subject adjustment, from time to time, by the City Council.

9.6. **2<sup>nd</sup> Addition Final Plat Lots.** Once the 2<sup>nd</sup> Addition Final Plat has been released by the City and recorded, the requirements set forth in Sections 9.1, 9.2, and 9.3 above shall apply to the 2<sup>nd</sup> Addition Residential lots, except references to the 1<sup>st</sup> Addition Final Plat shall be deemed to refer to the 2<sup>nd</sup> Addition Final Plat.

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

10.1. **Park Dedication.** Pursuant to Resolution 2025-205 approving the Preliminary Plat, the Developer shall pay the City cash in lieu of land dedication in the amount of \$153,010.00, which payment shall be made prior to, and as a condition of, the City releasing the 1st Addition Final Plat.

10.2. **Outlots Conveyed to City.** The Developer shall convey the following Outlots to the City (the “**City Outlots**”):

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

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

10.3. **City Outlot Conveyances.** The 1st Addition Final Plat shall be recorded first and the deed for the City Outlots shall be recorded immediately after the 1st Addition Final Plat is recorded (i.e., the 1st Addition Final Plat and the conveyances to the City shall be submitted for recording together). All conveyances shall be made without cost to the City. Further, any future uses

listed above for such conveyances are informational only and do not limit the City's ability to use any parcel conveyed to the City for any use. The Developer shall deed all outlots/parcels to be conveyed pursuant to this Section 10 above using a standard form warranty deed. Such warranty deed shall not list any restrictions or exceptions to title other than the following: i) the lien of real estate taxes and special assessments not yet due and payable; ii) building, zoning and subdivision statutes, laws, ordinances, and regulations; and iii) reservations of minerals or of mineral rights in favor of Minnesota, if any. As such, the Developer shall release all other liens and encumbrances against such properties, including any mortgages or other monetary liens, prior to conveyance. Further, if requested by the City, the warranty deed shall waive any rights under Minnesota Statutes, Minnesota Statutes §117.226, as amended, to re-acquire the real property.

10.4. **Outlot and Driveway Conveyances to Adjoining Property Owner.** The Developer shall convey Outlot C, ELM CREEK RIDGE 1<sup>st</sup> ADDITION, Carver County, Minnesota, to Thomas R. Serbus when the 2<sup>nd</sup> Addition Final Plat is recorded. Further, after the DU Easement described in Section 4.5 above has been conveyed by the Developer to the City, the Developer shall convey the former township roadway area described in Exhibit 1 to the DU Easement to Thomas R. Serbus, subject to ingress/egress easement rights granted for the benefit of the adjoining property owned by Chad Robbins.

11. **PUD ZONING.** The 1<sup>st</sup> Addition Residential Lots and the 2<sup>nd</sup> Addition Residential Lots shall meet the requirements of the PUD District zoning stated below:

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

11.2. **Single Family Residential Lots.** The following PUD zoning applies to Lots 1 through 10, Block 1; Lots 1 through 30, Block 2; Lots 1 through 8, Block 3; and Lots 1 through 6, Block 4; ELM CREEK RIDGE 1<sup>st</sup> ADDITION, Carver County, Minnesota, and to Lots 1 and 2, Block 1, ELM CREEK RIDGE 2<sup>nd</sup> ADDITION, Carver County, Minnesota:

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

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

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

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

11.2.5. The maximum building height shall be 35 feet.

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

- 12.1. **General.** The Developer agrees to pay, upon written demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and v) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit with the City a sum of \$25,000.00, in escrow, as an initial deposit, to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the amount remaining in escrow. In addition, as funds are withdrawn from the escrow, the City may periodically request the Developer to replenish the escrow and the Developer shall promptly comply with each such request. Any excess amount remaining in escrow when the Improvement Warranty Period (defined in Section 7.1) expires shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City in writing and paid by the Developer in conformance with Section 12.2 below.
- 12.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on or before the date such amount is due, the Developer shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.
- 12.3. **Developer Billing Procedure.** Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable thirty (30) days after the date of the applicable invoice. If the City fails to pay any amount on or before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.

13. **FINANCIAL GUARANTEES.** Prior to release of the 1st Addition Final Plat, unless otherwise stated, the Developer shall provide the financial guarantees described in this Section 13 (collectively, the “**Surety Deposits**”).

13.1. **Guarantee for Municipal Improvements.**

13.1.1. **Letter of Credit.** To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer’s faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the “**Letter of Credit for the Municipal Improvements**”) in the amount of \$4,438,920.00. (which equals 120% of the estimated cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City’s written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the Municipal Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

13.1.2.2. No more often than once per 90 day period, the Developer may request a reduction of the principal amount of the Letter of Credit for the Municipal Improvements based on work completed to date, as evidenced by Pay Requests approved by Developer’s Engineer, and provision of proof satisfactory to the City of the amount expended by the Developer to date (or, in the case of Developer Funded Municipal Improvements, reimbursed to the City) in the connection with construction and installation of the Municipal Improvements. Developer shall make each such request in writing, which request will include (a) a description of the

work performed and completed in connection with the Municipal Improvements and (b) evidence of costs paid by Developer as per Pay Requests approved by Developer's Engineer (or reimbursed to the City) to date in connection with such work. Within 30 days after receipt of any such request, the City shall, after confirming completion of the work in question, authorize, pursuant to written notice to the Developer, the reduction of the Letter of Credit for the Municipal Improvements by the amount determined accurate by the City to have been expended by Developer (or reimbursed to the City) in connection with the completed work, so long as, after any such reduction, the remaining balance of the Letter of Credit for the Municipal Improvements is at least 150% of the aggregate cost, as determined or estimated by the City, of the remaining work to be performed in order to complete construction and installation of the Municipal Improvements. Notwithstanding the foregoing to the contrary, the City shall not be obligated to authorize any reduction in the Letter of Credit for the Municipal Improvements that would reduce the amount of such letter of credit: ii) below 25% of the estimated cost of the Municipal Improvements; or ii) at any time when the Developer is in default under this Agreement.

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

## 13.2. **Guarantee for the Landscape Improvements.**

13.2.1. **Letter of Credit.** To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit for the Landscape Improvements**") in the amount of \$43,000.00, which equals 100% of the estimated cost of the Landscape Improvements to be installed by the Developer. If the Developer fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the

City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is reasonably adequate to cure the breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

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

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

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

13.4. **Failure to Perform.** If, after any written notice required hereunder and the expiration of any applicable cure period, the Developer is in default of this Agreement or otherwise fails to perform any of the duties, conditions or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on any of the Surety Deposits provided by the Developer pursuant to this Section 13, to enter the Property, and to cure the default. If the default consists of the Developer's failure to install any of the Improvements in accordance with the provisions of this Agreement, the City shall cure the default by performing the work in accordance with this Agreement and the Plans. The City may reimburse itself for all costs and expenses including, but not limited to, reasonable legal and consulting fees arising out of, or related to, curing the Developer's default from the Surety Deposits. The Developer shall indemnify, hold harmless, and defend the City, its officers and

employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 13.4.

- 13.5. **Costs.** The City's costs for processing any letter of credit reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 13.6. **Deficiency.** If any of the Surety Deposits are used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay the deficiency amount to the City within thirty (30) days of receipt of such billings to the Developer. If the Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees, and legal fees against each Outlot owned by the Developer and each Residential Lot for which an occupancy has not then been issued by the City. The Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of utilized security the City shall, upon making such determination, refund to the Developer any monies in the City's possession that exceed the surety needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
14. **PROOF OF TITLE/ATTORNEY REVIEW.** Pursuant to Minnesota Statutes §505.03, Subd. 1, the Developer shall provide the City with an abstract of title, certified to date, that has a legal description that exactly matches the legal description of the land dedicated in the 1st Addition Final Plat. Such abstract shall be provided to the City prior to, and as a condition of, the City releasing the 1st Addition Final Plat for purposes of allowing the City to review title as required by Minnesota Statutes §505.03, Subd. 1. In the alternative, the Developer may provide the City with a current commitment for a title insurance policy for the entire Property, as platted, for the City's review. In addition, the Developer shall provide the City with a separate title insurance commitment for all Outlots to be conveyed to the City pursuant to this Agreement, which commitment shall name the City as the proposed insured and have an insurance coverage amount equal to the total acreage of the Outlots conveyed to the City multiplied by \$10,000.00. If the Developer elects to provide title insurance commitments in lieu of an abstract, the Developer shall also, at the Developer's expense, cause a title insurance policy to be issued for the Outlots to be conveyed to the City with an effective date on which the 1st Addition Final Plat is recorded (the City will not issue any certificate of occupancy until it is provided with the title insurance policy). Further, the Developer shall provide the City with

evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the 1st Addition Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Property.

15. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
  - 15.1. **Authorization.** The Developer is an organized limited liability company under the laws of Minnesota and is in good standing and authorized to do business in Minnesota. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and the Developer.
  - 15.2. **Ownership.** The Developer has a fee ownership interest in the Property.
  - 15.3. **Execution No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.
  - 15.4. **Litigation.** There are no pending actions or proceedings, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency that will adversely affect the Property or the ability of the Developer to perform its obligations under this Agreement.
  - 15.5. **Compliance.** The Developer will comply with and promptly perform all the Developer's obligations under this Agreement and all related documents and instruments.
  - 15.6. **Wetlands.** As of the date of this Agreement, the Property and the proposed development thereof complies with the Wetland Conservation Act.
  - 15.7. **Environmental Laws.** To the best of the Developer's knowledge, as of the date of this Agreement, the Developer is not in violation of any local, state, or federal environmental law, regulation, or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property.
16. **DEFAULT.** If the Developer, its successors or assigns breaches any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developer written notice of the breach (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other Surety Deposits to complete the Developer's

obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developer to collect any sums due pursuant to this Agreement. In the event of an uncured breach and after the expiration of all applicable cure periods, the Developer hereby grants the City and the City's employees, representatives, or agents the right to enter the Property to perform any act deemed necessary by the City to cure the Developer's breach. In addition to the above, the City may initiate any legal action allowed by law, including, but not limited to, injunctive relief for compliance with this Agreement.

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

If to the City:

City of Waconia  
201 South Vine Street  
Waconia, MN 55387  
Attn: City Administrator  
Email: [sfineran@waconiamn.gov](mailto:sfineran@waconiamn.gov)

If to the Developer:

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

18. **MISCELLANEOUS.**

- 18.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly releases the Developer in writing.
- 18.2. **Recording.** This Agreement shall be recorded against the Property by the City. Further, the Developer agrees that the 1st Addition Final Plat will be filed with Carver County, Minnesota, within 6 months of the date that the City Council approves the 1st Addition Final Plat.
- 18.3. **Compliance.** Use of the Property shall be consistent and comply with federal, state, and local regulation.
- 18.4. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.

- 18.5. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa.
- 18.6. **Warranty of Authority.** The Developer warrants and guarantees it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- 18.7. **Attorneys’ Fees.** The City and the Developer agree that, if a suit or action is brought to enforce the terms of this Agreement, or if an action is brought upon any of the Surety Deposits furnished by the Developer as provided herein, the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees and legal costs.
- 18.8. **Severability.** If one or more of the provisions contained in this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, and any application thereof, shall not be affected or impaired.
- 18.9. **Data Practices Compliance.** The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer’s obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the “Act”). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written directions to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys’ fees, arising out of, or related to, the Developer complying with the City’s direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City resulting from the Developer’s failure to comply with the requirements of the Act. Upon termination and/or

completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.

- 18.10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 18.11. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 18.12. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 18.13. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- 18.14. **Non-Waiver.** The action or inaction of the City or the Developer shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City or the Developer to enforce any particular section, portion, or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 18.15. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developer is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developer, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 18.16. **Certificate of Completion.** Upon completion of Developer's obligations under this Agreement and upon the written request by the Developer the City shall deliver to Developer a certificate of completion and release of this Agreement in such form for recording in the office of the County Recorder and/or Registrar of Titles of the County. Such certificate by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement of the Developer to complete its obligations under this Agreement.

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

*[Signature pages follow.]*

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR THE ELM CREEK RIDGE DEVELOPMENT

CITY OF WACONIA

\_\_\_\_\_  
Tim Litfin, Mayor

\_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

STATE OF MINNESOTA            )  
  )  
COUNTY OF CARVER            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2026, by Tim Litfin and Jacqueline Schulze, the Mayor and Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR THE ELM CREEK RIDGE DEVELOPMENT

ELM CREEK RIDGE LLC

\_\_\_\_\_  
Chris Contreras  
Its: President

STATE OF MINNESOTA            )  
  )  
COUNTY OF CARVER            )

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

\_\_\_\_\_  
Notary Public

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





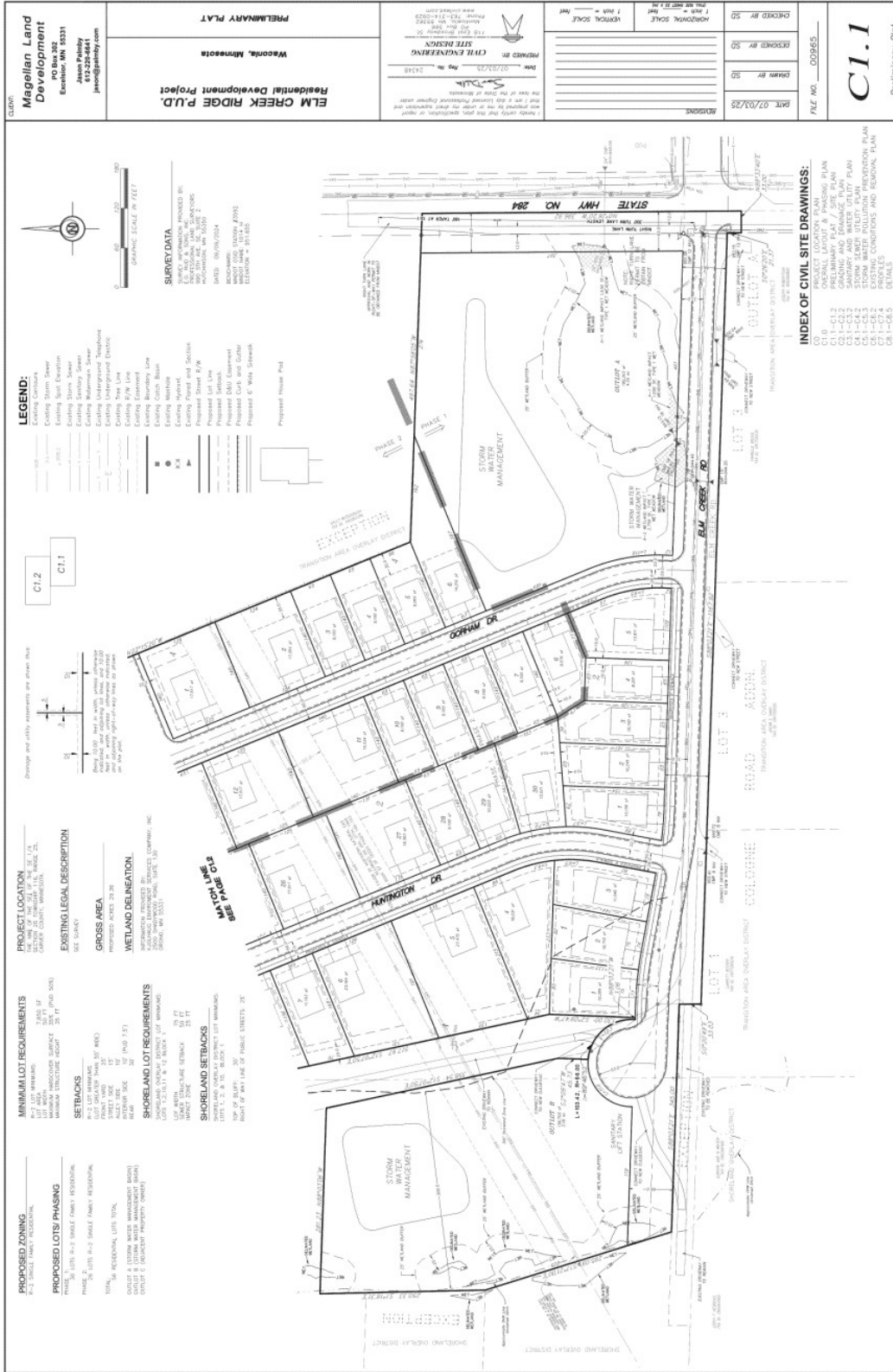


Exhibit B  
 Page 2 of 3





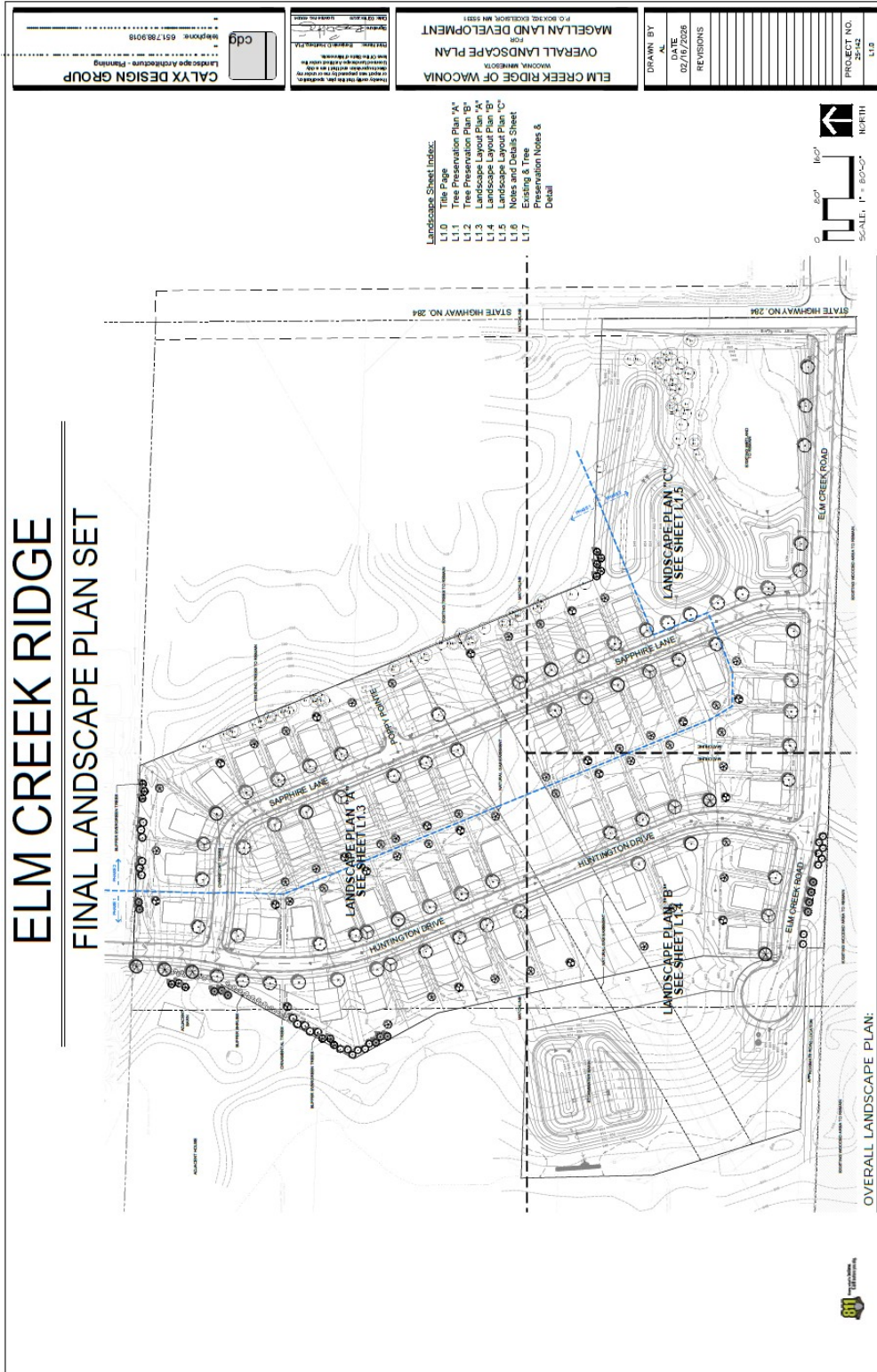








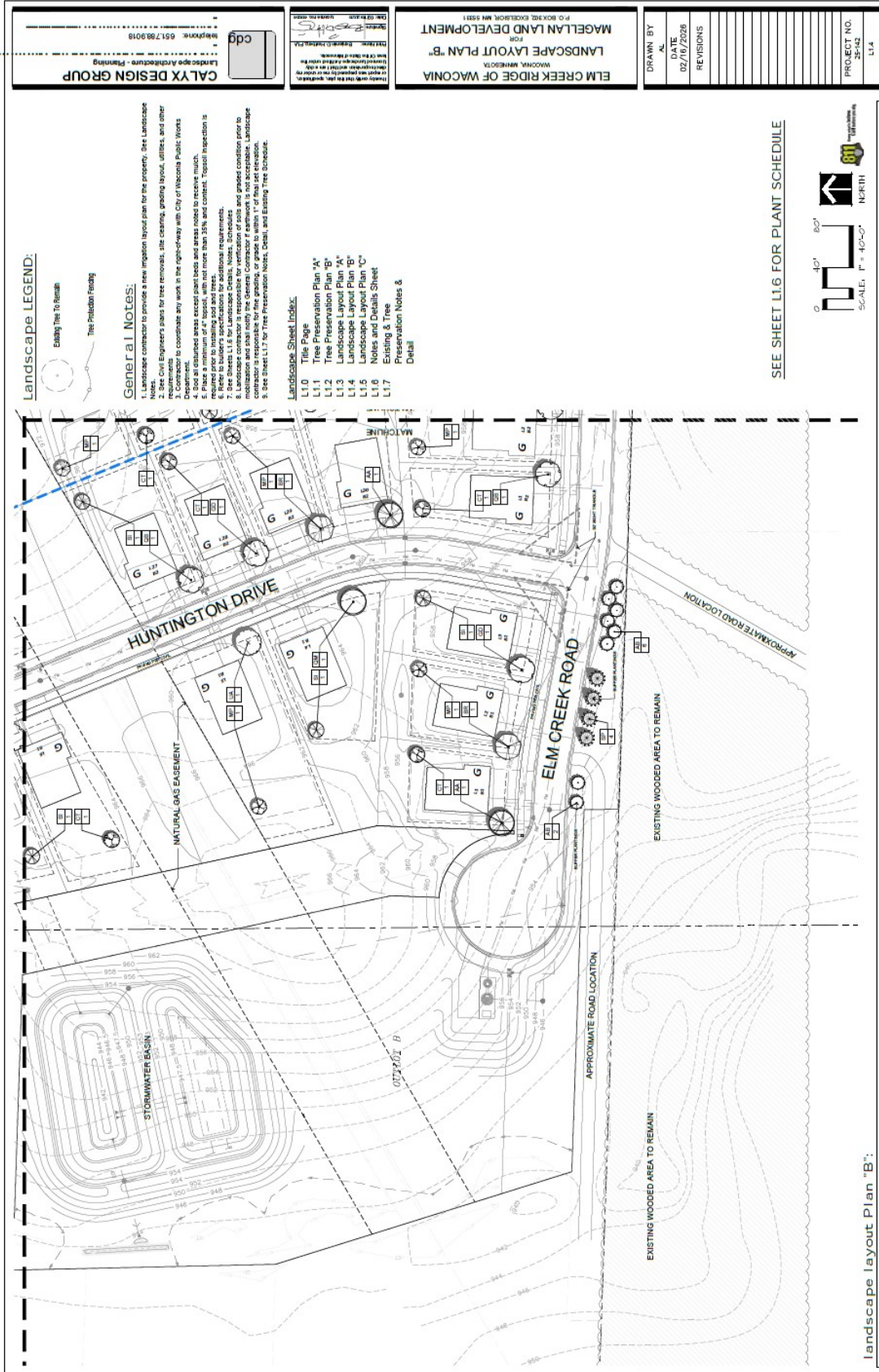
# EXHIBIT D Landscape Plans











**Landscape Legend:**



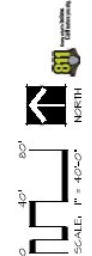
**General Notes:**

1. Landscape contractor to provide a new irrigation layout plan for the property. See Landscape Notes.
2. See Civil Engineers plans for tree removals, site clearing, grading layout, utilities, and other work.
3. Contractor to coordinate any work in the right-of-way with City of Waconia Public Works Department.
4. Spot all disturbed areas except plant beds and areas noted to receive mulch.
5. Place a minimum of 4" topsoil, with not more than 35% sand content. Topsoil inspection is required for all areas.
6. Refer to builders' specifications for additional requirements.
7. See sheets L1.6 for Landscape Details, Notes, Schedules.
8. See sheets L1.7 for Existing & Tree Preservation Notes & Detail.
9. See sheet L1.7 for Tree Preservation Notes, Detail, and Existing Tree Schedule.

**Landscape Sheet Index:**

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

SEE SHEET L1.6 FOR PLANT SCHEDULE



landscape layout Plan "B":







**EXHIBIT E**

**Form of Easement Declaration**

---

(Above Space Reserved for Recording Data)

**DECLARATION AND GRANT OF EASEMENT**

**(Drainage and Utility)**

This Declaration and Grant of Easement (the “Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Elm Creek Ridge LLC (“Grantor”), to and for the benefit of the City of Waconia, a Minnesota municipal corporation (the “City”).

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

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

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

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

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

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

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

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

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

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

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

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

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

ELM CREEK RIDGE LLC

\_\_\_\_\_  
Chris Contreras  
Its: President

STATE OF MINNESOTA        )  
  )  
COUNTY OF CARVER        )

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

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

**EXHIBIT 1**

**LEGAL DESCRIPTION OF GRANTOR PROPERTY**

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

## **EXHIBIT 2**

### **LEGAL DESCRIPTION OF THE EASEMENT AREA**

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

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

**EXHIBIT 3**

**DEPICTION OF THE EASEMENT AREA**

[Correct plat name on diagram legal description.]

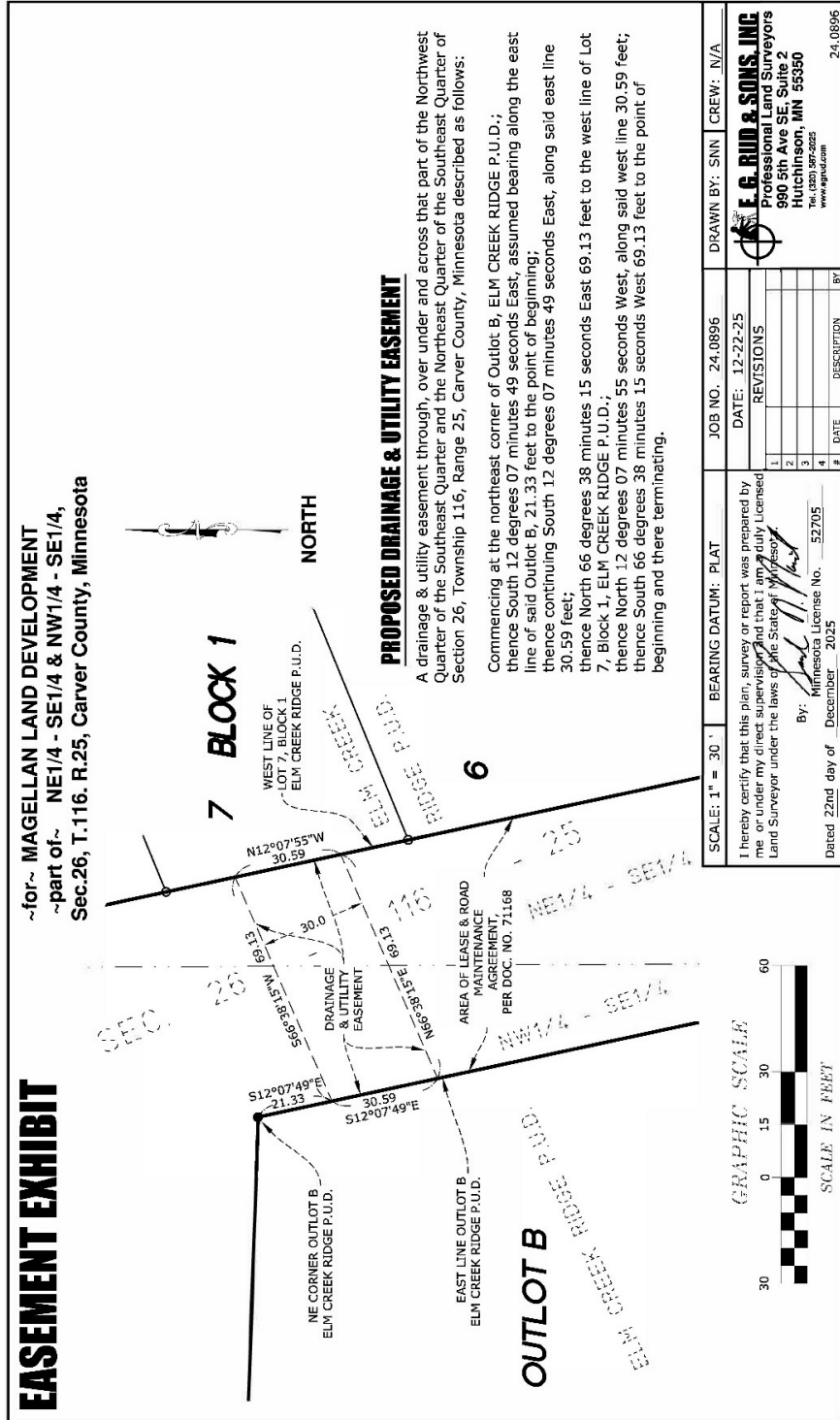




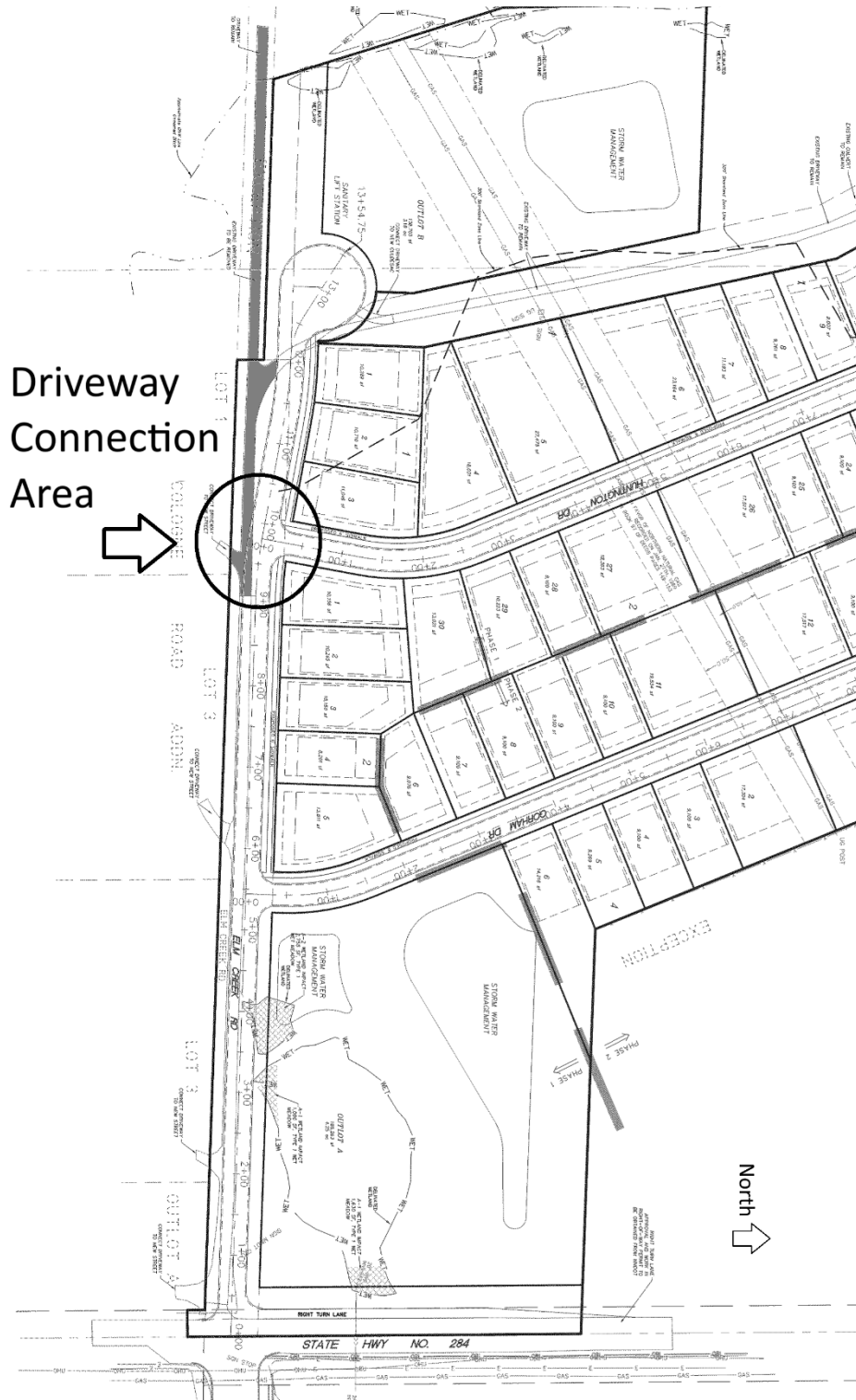
EXHIBIT G

Diagram of Sidewalk Improvement

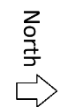


EXHIBIT H

Diagram of Driveway Connection Area



Driveway  
Connection  
Area







**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.8. Utility Easement Agreement – Song River Holdings, LLC	
<b>Originating Dept:</b> Community Development	
<b>Presented By:</b> Lane Braaten	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<p><b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Motion adopting Resolution No. 2026-137 approving a permanent utility easement to the City of Waconia to facilitate the extension of utility stubs to vacant land owned by Song River.</p> <p><b>EXPLANATION OF AGENDA ITEM:</b></p> <p>On February 19, 2026, The Council approved the Waterford 10th Addition final plat. JMH Land Development, per agreement with Song River Holdings, LLC, plans to extend portions of the western temporary cul-de-sac onto/within the Song River Holdings property directly to the west, identified as OUTLOT A, WINDMILL CREEK. The placement of the temporary cul-de-sac requires the extension of utilities and therefore the attached utility easement agreement to facilitate the extension of the utility stubs to the vacant land owned by Song River.</p> <p>The attached Utility Easement Agreement provides the city with an easement on, over, under, through and across a portion of Song River property for the installation, maintenance, repair and use of utility lines, and construction of certain private and public improvements. Staff is recommending approval of the utility easement agreement as drafted.</p> <p><b>ATTACHMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Resolution No. 2026-137 Approve Utility Easement</li> <li>2. Permanent Utility Easement Song River Holdings to City</li> </ol>	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2026-137**

**RESOLUTION APPROVING UTILITY EASEMENT AGREEMENT**

**WHEREAS**, Song River Holdings, LLC, a Minnesota limited liability company (“Song River”) desires to grant a permanent utility easement to the City of Waconia (the “City”) to facilitate the extension of utility stubs to vacant land owned by Song River, which land is legally described as follows:

OUTLOT A, WINDMILL CREEK, according to the recorded plat thereof, Carver County, Minnesota;

and

**WHEREAS**, the form of a proposed Utility Easement Agreement is attached to this resolution as Exhibit A (the “Utility Easement Agreement”); and

**WHEREAS**, the City Council finds the terms of the proposed Utility Easement Agreement acceptable and further finds that it is in the best interests of the City to accept the easement and execute the proposed Utility Easement Agreement; and

**WHEREAS**, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council further finds the Utility Easement Agreement has no relationship to the City’s comprehensive municipal plan and the City may dispense with the requirements of Minnesota Statutes §462.356, subd. 2, to the extent such requirements apply;

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The form of the Utility Easement Agreement is approved, provided the City Administrator, the Community Development Director, and the City Attorney are each authorized to make any revisions to the Utility Easement Agreement on the City’s behalf that they deem necessary or desirable without seeking further approval of the City Council.
3. The Mayor and City Clerk are authorized to execute and deliver, on behalf of the City, the Utility Easement Agreement and any other documents they deem necessary or desirable to facilitate the transactions described in this resolution. The execution of any document or instrument by such officers of the City shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

Passed and adopted by the City Council of the City of Waconia this 1<sup>st</sup> day of June 2026.

---

Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator

**EXHIBIT A**  
**Form of Easement**

---

*(Space above reserved for recording information)*

This Instrument Drafted By:  
HINSHAW & CULBERTSON LLP [ADK]  
333 South 7<sup>th</sup> Street, Suite 2000  
Minneapolis, MN 55402

**UTILITY EASEMENT AGREEMENT**

THIS UTILITY EASEMENT AGREEMENT (this “**Easement**”) is made effective as of May \_\_\_\_, 2026 (the “**Effective Date**”), by and between SONG RIVER HOLDINGS, LLC, a Minnesota limited liability company (“**Grantor**”) and the CITY OF WACONIA, a Minnesota municipal corporation (the “**City**”). Grantor and the City are collectively referred to herein as the “**parties**” or each individually as a “**party**”.

RECITALS:

A. Grantor is the owner of that certain real property located in Carver County, Minnesota, legally described as follows (the “**Property**”)

OUTLOT A, WINDMILL CREEK, according to the recorded plat thereof, Carver County, Minnesota

B. The City has requested and Grantor has agreed to grant an easement to the City on, over, under, through and across a portion of the Property in such location as legally described and depicted on Exhibit A (the “**Easement Area**”) for the (i) installation, maintenance, repair and use of utility lines, and (ii) construction of certain private and public improvements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Grantor and the City covenant and agree as follows:

1. Grant of Easement – Utility. Grantor hereby grants to the City, its contractors, sub-contractors, agents and their employees (the “**Grantee Parties**”) a perpetual, non-exclusive easement on, over, under, through and across the Easement Area for the installation, maintenance, repair and use of private and public utility lines, including but not limited to water, sanitary sewer, storm sewer, gas, electric and telecommunications lines and conduits (collectively the “**Utility Lines**”).

2. Grant of Easement – Improvements. Grantor hereby grants to the Grantee Parties a perpetual, non-exclusive easement on, over, under, through and across the Easement Area for the construction and installation of certain private and public improvements related to the Utility Lines (the “**Improvement Work**”) within the Easement Area and access to the Grantee Parties, and their vehicles and equipment on, over and across the Easement Area to complete the Improvement Work. During the completion of the Improvement Work, the Easement Area may be blocked or otherwise made inaccessible and/or modified as necessary to complete the Improvement Work.
3. Grantor’s Use. Grantor hereby reserves to itself the right to use the land included within the Easement Area, subject to all governmental rules and regulations, and provided that such use will not unreasonably disturb or interfere with the Utility Lines, the Improvement Work or prevent the City from reasonable ingress and egress thereto for the purposes of operation, use, maintenance and repair (including reconstruction) thereof. It is also understood and agreed between the parties hereto that no building or structure shall be placed by Grantor, its successors or assigns within the Easement Area without the prior written consent of the City, provided that the parties specifically agree that, subject to all governmental rules and regulations, Grantor retains the right to cross and re-cross the Easement Area with other utility lines, pipes, wires and easements, and access easements and that Grantor may install paving, curb and gutter, and landscaping on and within the Easement Area which are not inconsistent with the grant of this Easement.
4. Restoration. The City will, at its sole cost and expense and promptly after completion of its work, repair and/or replace the surface and subsurface of the Easement Area as may be disturbed in the use, operation, maintenance and repair (including reconstruction) of the Utility Lines and/or the Improvement Work to substantially the same condition that existed prior to the City’s work.
5. Risk. Regarding use of the Easement Area, each party shall be responsible for its own acts and omissions.
6. Term; Amendment of Easement. This Easement and the easements granted herein shall be permanent in nature. This Easement may be amended or terminated solely by a writing executed by the parties or their respective successors and assigns.
7. Covenants Running with Land. The easements hereby granted and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon Grantor and the City, their respective successors and assigns, heirs, executors, legal representatives, customers, guests and invitees, including without limitation, all subsequent owners of the Property. This Easement shall be recorded in the office of the County Recorder, Carver County, Minnesota.
8. Termination of Easement. Notwithstanding anything herein to the contrary, this Easement shall terminate and be of no further force or effect upon the conveyance or dedication by deed of the Easement Area to the City or re-platting of the Easement Area into a platted drainage and utility easement area or public right-of-way.

9. Severability. In the event any provision or portion of this Easement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining portions shall continue in full force and effect at the same extent as would be the case had such invalid or unenforceable provision or portion never been a part hereof.
10. Governing Law. This Easement was made and executed in the State of Minnesota and shall be governed by the laws of said State.
11. Counterparts. This Easement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Easement.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this UTILITY EASEMENT AGREEMENT effective as of the Effective Date.

**GRANTOR:**

SONG RIVER HOLDINGS, LLC, a Minnesota limited liability company

By: \_\_\_\_\_  
Preston A. Fox

Its: Manager and President

Address for notice:  
2718 9<sup>th</sup> Street East  
Glencoe, MN 55336

STATE OF MINNESOTA    )  
  )  
COUNTY OF MCLEOD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2026 by Preston A. Fox, the Manager and President of SONG RIVER HOLDINGS, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC



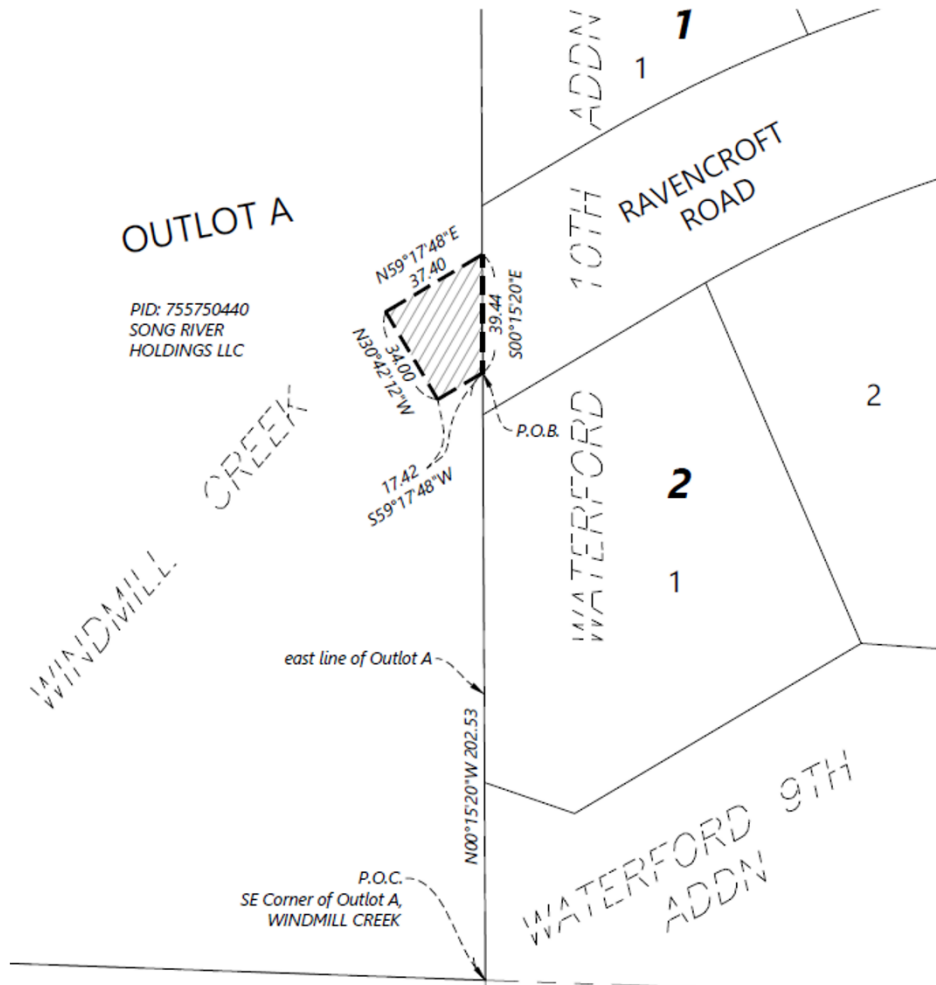
**EXHIBIT A**  
**LEGAL DESCRIPTION AND DEPICTION**  
**OF EASEMENT AREA**

Legal Description:

That part of Outlot A, WINDMILL CREEK, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 15 minutes 20 seconds West, assumed bearing along the east line of said Outlot A, a distance of 202.53 feet to the point of beginning; thence South 59 degrees 17 minutes 48 seconds West, a distance of 17.42 feet; thence North 30 degrees 42 minutes 12 seconds West, a distance of 34.00 feet; thence North 59 degrees 17 minutes 48 seconds East, a distance of 37.40 feet to said east line Outlot A; thence South 00 degrees 15 minutes 20 seconds East, along said east line a distance of 39.44 feet to the point of beginning.

Easement Area Depicted As:



1045137\329081397.v1

---

(Space above reserved for recording information)

This Instrument Drafted By:  
HINSHAW & CULBERTSON LLP [ADK]  
333 South 7<sup>th</sup> Street, Suite 2000  
Minneapolis, MN 55402

### UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “**Easement**”) is made effective as of May \_\_\_\_, 2026 (the “**Effective Date**”), by and between SONG RIVER HOLDINGS, LLC, a Minnesota limited liability company (“**Grantor**”) and the CITY OF WACONIA, a Minnesota municipal corporation (the “**City**”). Grantor and the City are collectively referred to herein as the “**parties**” or each individually as a “**party**”.

#### RECITALS:

A. Grantor is the owner of that certain real property located in Carver County, Minnesota, legally described as follows (the “**Property**”)

OUTLOT A, WINDMILL CREEK, according to the recorded plat thereof, Carver County, Minnesota

B. The City has requested and Grantor has agreed to grant an easement to the City on, over, under, through and across a portion of the Property in such location as legally described and depicted on Exhibit A (the “**Easement Area**”) for the (i) installation, maintenance, repair and use of utility lines, and (ii) construction of certain private and public improvements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Grantor and the City covenant and agree as follows:

1. Grant of Easement – Utility. Grantor hereby grants to the City, its contractors, sub-contractors, agents and their employees (the “**Grantee Parties**”) a perpetual, non-exclusive easement on, over, under, through and across the Easement Area for the installation, maintenance, repair and use of private and public utility lines, including but not limited to water, sanitary sewer, storm sewer, gas, electric and telecommunications lines and conduits (collectively the “**Utility Lines**”).

2. Grant of Easement – Improvements. Grantor hereby grants to the Grantee Parties a perpetual, non-exclusive easement on, over, under, through and across the Easement Area for the construction and installation of certain private and public improvements related to the Utility Lines (the “**Improvement Work**”) within the Easement Area and access to the Grantee Parties, and their vehicles and equipment on, over and across the Easement Area to complete the Improvement Work. During the completion of the Improvement Work, the Easement Area may be blocked or otherwise made inaccessible and/or modified as necessary to complete the Improvement Work.
3. Grantor’s Use. Grantor hereby reserves to itself the right to use the land included within the Easement Area, subject to all governmental rules and regulations, and provided that such use will not unreasonably disturb or interfere with the Utility Lines, the Improvement Work or prevent the City from reasonable ingress and egress thereto for the purposes of operation, use, maintenance and repair (including reconstruction) thereof. It is also understood and agreed between the parties hereto that no building or structure shall be placed by Grantor, its successors or assigns within the Easement Area without the prior written consent of the City, provided that the parties specifically agree that, subject to all governmental rules and regulations, Grantor retains the right to cross and re-cross the Easement Area with other utility lines, pipes, wires and easements, and access easements and that Grantor may install paving, curb and gutter, and landscaping on and within the Easement Area which are not inconsistent with the grant of this Easement.
4. Restoration. The City will, at its sole cost and expense and promptly after completion of its work, repair and/or replace the surface and subsurface of the Easement Area as may be disturbed in the use, operation, maintenance and repair (including reconstruction) of the Utility Lines and/or the Improvement Work to substantially the same condition that existed prior to the City’s work.
5. Risk. Regarding use of the Easement Area, each party shall be responsible for its own acts and omissions.
6. Term; Amendment of Easement. This Easement and the easements granted herein shall be permanent in nature. This Easement may be amended or terminated solely by a writing executed by the parties or their respective successors and assigns.
7. Covenants Running with Land. The easements hereby granted and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon Grantor and the City, their respective successors and assigns, heirs, executors, legal representatives, customers, guests and invitees, including without limitation, all subsequent owners of the Property. This Easement shall be recorded in the office of the County Recorder, Carver County, Minnesota.
8. Termination of Easement. Notwithstanding anything herein to the contrary, this Easement shall terminate and be of no further force or effect upon the conveyance or dedication by deed of the Easement Area to the City or re-platting of the Easement Area into a platted drainage and utility easement area or public right-of-way.

9. Severability. In the event any provision or portion of this Easement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining portions shall continue in full force and effect at the same extent as would be the case had such invalid or unenforceable provision or portion never been a part hereof.
10. Governing Law. This Easement was made and executed in the State of Minnesota and shall be governed by the laws of said State.
11. Counterparts. This Easement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Easement.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this UTILITY EASEMENT AGREEMENT effective as of the Effective Date.

**GRANTOR:**

SONG RIVER HOLDINGS, LLC, a Minnesota limited liability company

By: \_\_\_\_\_

Preston A. Fox

Its: Manager and President

Address for notice:

2718 9<sup>th</sup> Street East

Glencoe, MN 55336

STATE OF MINNESOTA )

)

COUNTY OF MCLEOD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June, 2026 by Preston A. Fox, the Manager and President of SONG RIVER HOLDINGS, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC



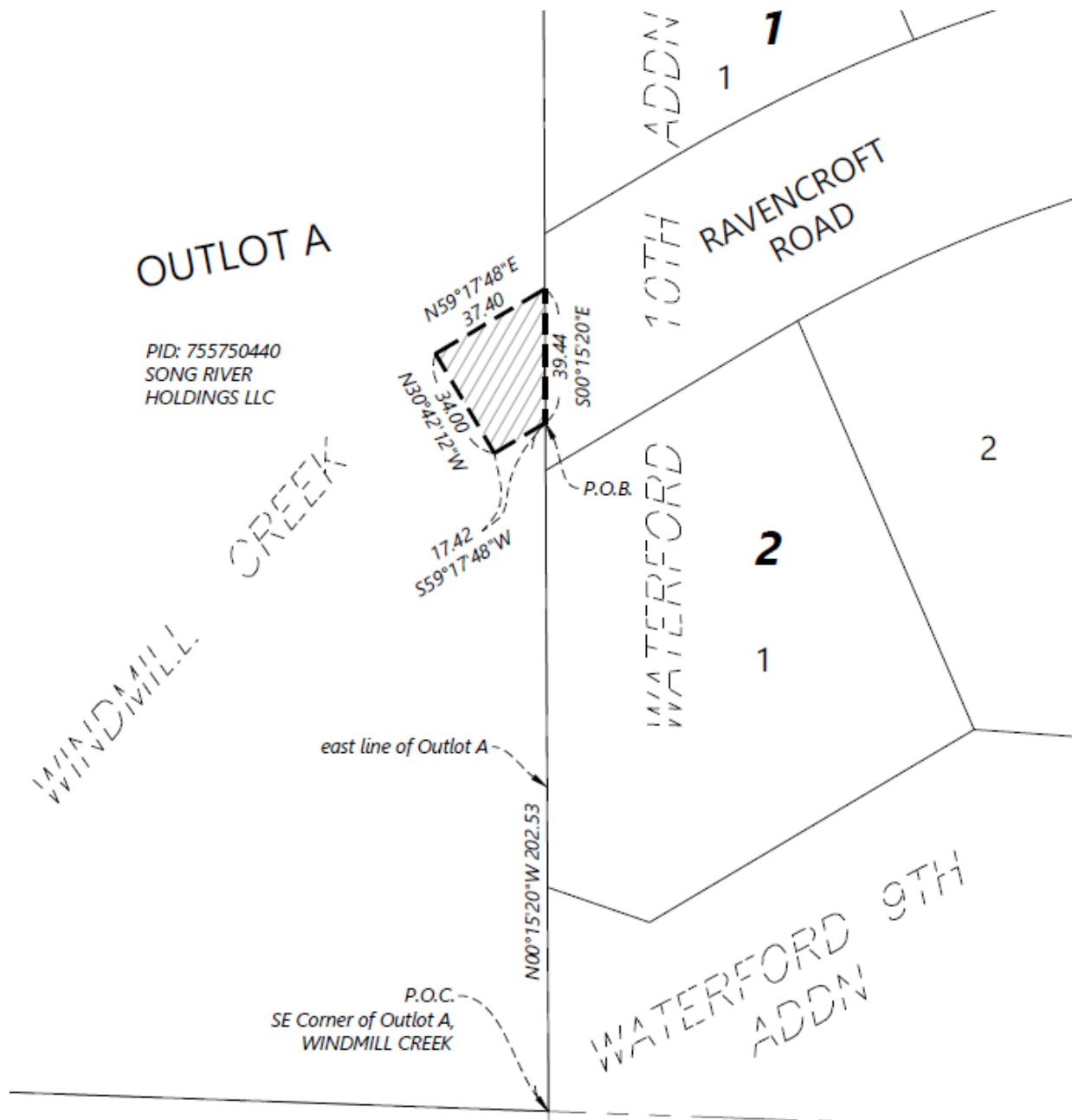
**EXHIBIT A**  
**LEGAL DESCRIPTION AND DEPICTION**  
**OF EASEMENT AREA**

Legal Description:

That part of Outlot A, WINDMILL CREEK, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 15 minutes 20 seconds West, assumed bearing along the east line of said Outlot A, a distance of 202.53 feet to the point of beginning; thence South 59 degrees 17 minutes 48 seconds West, a distance of 17.42 feet; thence North 30 degrees 42 minutes 12 seconds West, a distance of 34.00 feet; thence North 59 degrees 17 minutes 48 seconds East, a distance of 37.40 feet to said east line Outlot A; thence South 00 degrees 15 minutes 20 seconds East, along said east line a distance of 39.44 feet to the point of beginning.

Easement Area Depicted As:





**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	June 1, 2026
<b>Item Name:</b>	8.9. Close Debt Fund No. 304 & Authorize Transfer to PIR Capital Project Fund No. 103
<b>Originating Dept:</b>	Finance
<b>Presented By:</b>	Nicole Meyer
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:** Adopt Resolution No. 2026-138 Approving the Close of 2014A GO Bond Debt Fund No. 304 & Authorization to Transfer Remaining Funds to PIR Capital Project Fund No. 103

**EXPLANATION OF AGENDA ITEM:**

In 2014, the City issued \$2,265,000 in general obligation 429 and revenue bonds for infrastructure improvements for roadways and utilities in the City's downtown area. The City created a separate debt fund to track the bond proceeds, annual debt payments, and receipts for this debt issue. The City repaid the bonds with special assessments and a special debt levy. The bond was fully repaid by the City in 2025. Because the debt is paid in full, the separate accounting fund can be closed. After the final payment was made last year, there is \$16,514.95 in cash in the fund and \$27.16 in delinquent taxes receivable.

After review of the fund with the City's auditors, staff recommends closing the 2014A GO bond debt fund 304 to the PIR Capital Project Fund No. 103 for use by the City for future capital projects. The remaining delinquent taxes receivable will be tracked in the City's General Fund No. 101.

This change would be effective as of June 1, 2026, and will be reflected in the City's second quarter financial reports.

**ATTACHMENTS:**

1. Resolution No. 2026-138 Close of Debt Fund

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

**CITY OF WACONIA  
RESOLUTION NO. 2026-138**

**RESOLUTION APPROVING THE CLOSE OF  
2014A GO BOND DEBT FUND NO. 304 & AUTHORIZATION  
TO TRANSFER REMAINING FUNDS TO  
PIR CAPITAL PROJECT FUND NO. 103**

**WHEREAS**, in 2014, the City created a separate accounting fund to record bond proceeds, annual debt payments, and cash receipts for the 2014 infrastructure improvement project; and

**WHEREAS**, the City paid the 10-year bond in full in 2025 and has since had no financial activity in the fund; and

**WHEREAS**, for ease of financial reporting and reconciliation the fund can be closed to the PIR Capital Project Fund No. 103 as unrestricted fund balance; and

**WHEREAS**, the funds will be available for the City's future capital project needs; and

**WHEREAS**, future delinquent receipts received by the City for this debt obligation (total delinquent taxes receivable balance of \$27.16) will be tracked in General Fund No. 101; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Waconia hereby approves the interfund transfer of approximately \$16,514.95 from the 2014A GO Bond Debt Fund No. 304 to the PIR Capital Project Fund No. 103 effective June 1, 2026; this closing the 2014A GO Bond Debt Fund No. 304 for future financial activity.

Adopted by the City Council of the City of Waconia this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 8.10. Accepting Cash Donations for Operations of the Fire Department	
<b>Originating Dept:</b> Finance	
<b>Presented By:</b> Nicole Meyer	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Consent
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2026-139 Accepting Cash Donations for Operations of the Fire Department	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>The Fire Department staff graciously received the following donation for operations of the department:</p> <p style="padding-left: 40px;">Fred &amp; Phyllis Radde - \$250</p> <p>With the Council's acceptance of the donation, staff will recognize the donation as revenue in the Fire Department's 2026 budget.</p>	
<b>ATTACHMENTS:</b>	
1. Resolution No. 2026-139 Donations Fire Department	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses: General Fund - Fire (101)	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
<u>  X  </u> Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA  
RESOLUTION NO. 2026-139**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Fred & Phyllis Radde	Cash	\$250

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

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

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

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

Adopted by the City Council of the City of Waconia this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

ATTEST: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 9.1. Ordering Improvements for the 5th Street Reconstruction Project	
<b>Originating Dept:</b> Public Services	
<b>Presented By:</b> Jon Haukaas	
<b>Previous Council Action:</b> Resolution No. 2026-122 Receiving Feasibility Report and Calling for a Public Hearing on Improvements for the 5th Street Reconstruction Project	
<b>Item Type:</b>	Regular Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Resolution No. 2026-140 Ordering Improvements & Preparation of Plans	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>The next step in the process of completion of the 5th Street Reconstruction project is the ordering of improvements and plans. The City Council to date has received the feasibility study and conducted the public hearing regarding the project. The project scope includes reconstruction of streets, sidewalks, utilities including water, sewer, and storm water and street lighting.</p> <p>The project area includes:</p> <ul style="list-style-type: none"> <li>• 5th Street between Olive Street and Orange Street</li> <li>• Elm Street South. between 5th Street and TH 5</li> <li>• Pine Street South, between 5th Street and TH 5</li> </ul> <p>Staff recommends adoption of the Resolution Ordering the Improvement and Preparation of Final Design &amp; Plans.</p>	
<b>ATTACHMENTS:</b>	
1. Resolution No. 2026-140 5th Street Recon Order Imp and Plans	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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. 2026-140  
RESOLUTION ORDERING IMPROVEMENTS  
& PREPARATION OF PLANS**

**WHEREAS**, a resolution of the City Council adopted May 4, 2026, set a date for a Public Hearing on the proposed Fifth Street Area Improvement Project, a project consisting of street, drainage and utility improvements to the following:

- Fifth Street W from Olive Street to Elm Street
- Fifth Street E from Elm Street Orange Street
- Elm Street S from Hwy 5 to Fifth Street
- Pine Street S from Hwy 5 to Fifth Street

**WHEREAS**, ten days mailed notice and two weeks' published notice of the Public Hearing was given, and the hearing was held thereon on the 1<sup>st</sup> day of June 2026, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the Feasibility Study.
2. Such improvement is hereby ordered as proposed in the City Council Resolution adopted on the 1<sup>st</sup> day of June 2026.
3. The engineer, Bolton & Menk, Inc., shall prepare plans and specifications for the making of such improvements.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted by the City Council of the City of Waconia this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



## REQUEST FOR CITY COUNCIL ACTION

<b>Meeting Date:</b>	June 1, 2026
<b>Item Name:</b>	9.2. Accept Plans & Specifications and Authorize Ad for Bids - Water Treatment Plant No. 4
<b>Originating Dept:</b>	Public Services
<b>Presented By:</b>	Jon Haukaas
<b>Previous Council Action:</b>	Resolution No. 2025-157 Authorizing Acceptance of a Professional Services Agreement with SEH, Inc for Design and Construction Administration of Water Treatment Plant No. 4, CIP Project No. 318
<b>Item Type:</b>	Regular Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b> Adopt Resolution No. 2026-141 Accepting Plans & Specifications and Authorizing Advertisement for Bids for the Water Treatment Plant No. 4 project.	
<b>EXPLANATION OF AGENDA ITEM:</b> <p>The City's consultant for the proposed new water treatment facility has finalized the plans and specifications, and we are ready to begin the bidding process. The project includes development on the new 15 acre site purchased in 2025 on the east side of Little Avenue, south of County Road 10/Engler Boulevard. A new road with utilities will be constructed across the site which will serve as the entrance to a future business park based on the proposed land use of our comprehensive plan. The water facility itself is sized to provide 2000 gallons per minute (GPM) or 2.88 million gallons daily (MGD) of treated water to accommodate the anticipated growth of Waconia. There will be underground storage tanks for both backwashing and approximately 1 million gallons of new treated water storage to supplement the elevated storage towers. The facility will include an oversized two-stall garage to house the newest jet wash - vacuum sewer cleaning combination unit and a utility repair response truck. Also included is an alternate to construct a 20,000sf Cold Storage Facility that will be used for parking of seasonal vehicles (example: plows in summer, mowers in winter), traffic control equipment storage, and other longer-term uses to greatly improve the flow and efficiency of the existing Public Works facility.</p> <p>Staff is recommending approval of the Plans &amp; Specifications for the Water Treatment Plant No. 4 Project and authorization to advertise for bids for the construction of the project.</p> <p>If approved, an online bid opening would be held in June-July with a contract award considered by the City Council at the meeting on August 3, 2026.</p> <p>We anticipate construction to begin in September of the site grading, utility and road extension into the site, foundations, and underground tank construction. The total project is estimated to be complete and operational in the summer of 2028.</p>	
<b>ATTACHMENTS:</b> 1. Resolution No. 2026-141 Accepting Plans & Specifications and Authorizing Advertisement for Bids - WTP4	

2. Accept Water Treatment plant No. 4 Specifications

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
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. 2026-141**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS  
& ORDERING ADVERTISEMENT FOR BIDS  
WATER TREATMENT PLANT NO. 4, CIP PROJECT NO. 318**

**WHEREAS**, one of the City’s Priorities “Infrastructure – managing, maintaining, and improving our current and future physical assets”; and

**WHEREAS**, the City has planned for a new Water Treatment Plant No. 4 identified as CIP Project No. 318 ; and

**WHEREAS**, the City Council on June 2, 2025 authorized acceptance of a Professional Services Agreement with SEH, Inc. for the design and construction administration of Water Treatment Plant No. 4; and

**WHEREAS**, In coordination with city staff, SEH has developed plans and specifications for the project meeting the requirements and approval by the Minnesota Department of Health prior to construction of the project; and

**WHEREAS**, Staff recommend approval of the Plans and Specification and Ordering the Project be Advertised for Bids.

**NOW, THEREFORE, BE IT RESOLVED**, that the City approves such plans and specifications, a copy of which is available at the Public Services office; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Waconia hereby orders advertisement for bids for the making of such improvement under such approved plans and specifications..

Adopted by the City Council of the City of Waconia this 1st day of June 2026.

\_\_\_\_\_  
Tim Litfin, Mayor

Attest: \_\_\_\_\_  
Jackie Schulze, Assistant City Administrator



Building a Better World  
for All of Us®

May 27, 2026

RE: City of Waconia  
Water Treatment Plant #4  
*Request Acceptance of Drawings and Specifications  
and Authorization to Advertise for Bids*  
SEH No. WACON 186877 14.00

Honorable Mayor and Members of the City Council  
City of Waconia  
201 South Vine Street  
Waconia, MN 55387

Dear Honorable Mayor and Members of the City Council:

The City of Waconia (City) has been working with Short Elliott Hendrickson Inc. (SEH®) to complete the design of the Water Treatment Plant #4 project. The project addresses the City's long-term water treatment capacity and regulatory compliance needs.

At the April 6, 2026 City Council meeting, the Council authorized incorporation of a Cold Storage Building into the project. Since that time, SEH has advanced the design to near completion, including integration of this additional facility and related site improvements.

The design is nearing completion and SEH is currently finalizing the remaining items necessary to prepare a complete bid package. Final efforts are focused on:

- Completion of the Cold Storage Building design, including architectural, structural, and building systems components,
- Refinement of the site grading plan, including lowering the finished floor elevation of the Cold Storage Building to reduce driveway slopes, and
- Final coordination and quality control review of drawings and specifications across all disciplines.

Based on current progress, the drawings and specifications will be ready for bidding following completion of these final items and SEH requests that the City Council accept the drawings and specifications and authorize staff and SEH to advertise for bids for the construction of the project. This action will allow the project to proceed without delay and position the City to receive competitive bids within the planned construction schedule.

Upon authorization, the anticipated project schedule is as follows:

Bid Opening .....July 22, 2026  
 City Council Consideration of Award .....August 3, 2026  
 Construction of the project is anticipated to be completed ..... Summer 2028

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

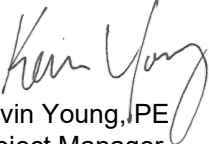
The Engineer's Opinion of Probable Cost for the project is summarized below. Final construction costs will be determined through the competitive bidding process and presented to the City Council.

Description	Cost
WTP #4 Base Bid	\$27,115,440
WTP #4 Alternate 1: Cold Storage Building	\$4,048,000
<b>Total WTP #4 (Base Bid + Alternate 1)</b>	<b>\$31,163,440</b>
Contingency (5%)	\$1,355,800
Engineering (SEH), incl. Cold Storage Amendment	\$1,892,070
Geotechnical Services (AET), incl. CO #1	\$37,260
Materials Testing (Estimated)	\$50,000
Administrative Soft Costs (Estimated)	\$542,400
<b>Total Opinion of Probable Cost (Round)</b>	<b>\$35,041,000</b>

The project team has appreciated the opportunity to work closely with City staff and leadership throughout the design phase of this important project. We look forward to continuing this partnership through the bidding and construction phases to successfully deliver new Water Treatment Plant #4 for the community.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

  
Kevin Young, PE  
Project Manager  
(Lic. MN, ND, VA)

kby/mrb

x:\uz\w\wacn\186877\1-gen\14-corr\2026.05.27 | city accepting d&s and authorizing bidding.docx



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 11.1.a. Regulation of Short Term Rentals - Shane Fineran	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Shane Fineran	
<b>Previous Council Action:</b>	
<b>Item Type:</b>	Discussion
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b>	
<b>EXPLANATION OF AGENDA ITEM:</b>	
<p>Council member Siddons had inquired about how municipalities regulate short-term rentals or vacation home rentals following some concerns brought to his attention. Short-term rentals for this purpose would be the rental of private homes, rooms, or apartments for leisure use for periods of less than 30 days.</p> <p>Currently, the City does not regulate short-term rentals in the community outside the city's rental licensing process, affecting all rental types. So if a property owner is providing short-term rentals under our current regulations, they would be required to have a rental license under our code. Rental licensing provides for oversight of life/safety and adequacy of the rental unit through the licensing and inspection process. We do not track or designate the type of rental housing provided, i.e. short-term versus longer-term traditional rental or leasing arrangements.</p> <p>Bed and Breakfast type uses are further regulated in our code in which specific provisions must be met under a Conditional Use Permit in the R-2 and R-3 districts, in which parking, meal provision, occupancy by owner, animals, and number of units are additional requirements.</p> <p>Additionally, short-term rentals would fall under our lodging tax requirements in which operators would be required to collect and remit lodging tax to the City. Short-term rentals are also required to be licensed by the State of Minnesota under the same license types afforded for hotels/motels.</p> <p>A cursory search of popular rental platforms, 13 short-term rentals are available in Waconia. Of those, 9 were to have valid and current rental licenses and 2 regularly remit lodging tax to the City. Lodging tax is self-reported by all operators. The State of Minnesota reports no hotel/motel licenses are issued in the city outside the traditional hotel/motels that currently operate.</p> <p>This item is for discussion and direction of the City Council if they would like more information about regulation or would like to regulate short-term rentals within the community,</p>	
<b>ATTACHMENTS:</b>	
None	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	

Budget Information:	Planning Commission:
_____ Budgeted	_____
_____ Non-Budgeted	Park Board:
_____ Amendment Required	_____
	Personnel Committee:
	_____
	Other:
	_____



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b> June 1, 2026	
<b>Item Name:</b> 11.1.b. Election Update - Jackie Schulze	
<b>Originating Dept:</b> Administration	
<b>Presented By:</b> Jackie Schulze	
<b>Previous Council Action:</b> None	
<b>Item Type:</b>	Discussion
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED:</b>	
<b>EXPLANATION OF AGENDA ITEM:</b>	
Staff to provide the Council with an election update.	
<b>ATTACHMENTS:</b>	
None	
<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	