

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, July 20, 2026
6:00 PM**

VISION STATEMENT

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

MISSION STATEMENT

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

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

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

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

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS**
- 4. ADOPT AGENDA**
- 5. PUBLIC HEARING**

1) Annexation Petition – Tamarack Land & Carver County Parcels

Motion to Open the Public Hearing

Motion to Close the Public Hearing

Adopt Joint Resolution No. 2026-170 approving the annexation petition between the City of Waconia and Laketown Township for the Carver County owned properties and the Tamarack Land, LLC property identified in the attached resolution.

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 June 20, 2026, City Council Minutes
- 2) **Approve July 20, 2026, Expenditures**
- 3) **Safari Island Community Center Expenditures from Sports Facilities Companies Incurred June 2026**
Motion to Approve Safari Island Community Center Expenditures from Sports Facilities Companies Incurred June 2026
- 4) **Ice Arena Expenditures from Sports Facilities Companies Incurred June 2026**
Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred June 2026
- 5) **Contractor Pay Request - Island View Estates Park to NW Asphalt Inc. #1**
Motion to Approve Pay Estimate No. 1 to NW Asphalt Inc. for Island View Estates Park Site Improvements
- 6) **Contractor Pay Request - Downtown Reconstruction Phase 4 to GMH Asphalt Corporation #2**
Motion to approve Downtown Reconstruction Phase 4 Pay Request No. 2 to GMH Asphalt Corporation
- 7) **Contractor Pay Request - CSAH 10 Trail Project to GMH Asphalt, Inc. #3**
Motion to approve CSAH 10 Trail Project Pay Request No. 3 to GMH Asphalt, Inc.
- 8) **Contractor Pay Request - Wildcat Way Reconstruction Pay Request to GMH Asphalt Corporation #3**
Motion to approve Wildcat Way Reconstruction Project Pay Request No. 3 to GMH Asphalt Corporation
- 9) **Firefighter Resignation**
Adopt Resolution No. 2026-162 Accepting Resignation of Firefighters
- 10) **Park Board Resignation**
Adopt Resolution #2026-163 Accepting Resignation of Park Board Member
- 11) **Election Judge Appointments**
Adopt Resolution No. 2026-164 Authorizing Appointment of Election Judges
- 12) **Authorizing Staff to Submit to the Department of Labor and Industry Safety Grant Program**
Adopt Resolution No. 2026-165 Authorizing submittal of a Grant Application to the

Minnesota Department of Labor and Industry for the Safety Grant Program to support the purchase of two Traffic Regulator Message Boards

13) MOU for Permanent Drainage and Utility Easements - Little Ave

Adopt Resolution 2026-166 Approving Memorandum of Understanding with Saltire LLC for the Purchase of a Permanent Drainage and Utility Easement

14) Woodland Trail Early Grading Agreement & Permit – Tamarack Land

Adopt Resolution No. 2026-167 approving the Early Grading Agreement and Permit for Woodland Trail

15) Approve Gambling Raffle Application Church of St. Joseph

Adopt Resolution No. 2026-168 approving application for Exempt Permit Raffle with Church of St. Joseph, Carver County Fair

Adopt Resolution No. 2026-169 approving application for Exempt Permit Raffle with Church of St. Joseph, Nickle Dickle Day

16) Designate Outdoor Area for Nickle Dickle Day Festival

Adopt Resolution No. 20226-171 Approving Off-Premise Location for Chumly's Bar.

17) Liquor License Application

Adopt Resolution No. 2026-172 approving on-sale and Sunday Liquor License application.

18) On Sale Tap Room License

Adopt Resolution No. 2026-173 approving an On-Sale Tap Room, Off-Sale Small Brewer, and Sunday Sale license application

19) Approve Sidewalk Cafe License and Encroachment Agreement

Adopt Resolution No. 2026-174 Approving the Sidewalk Cafe License and Encroachment Agreement with Waconia Brewing Company

20) Cannabis Retail Registration Application

Adopt Resolution No. 2026-175 approving the Cannabis Retail Registration Application

21) Accepting Cash Donation for War Memorial Maintenance and Preservation

Adopt Resolution No. 2026-176 Accepting Cash Donation for War Memorial Maintenance and Preservation

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

Adopt Resolution No. 2026-177 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association

23) Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)

Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred March through June 2026.

9. COUNCIL BUSINESS

- 1) Ordinance Amendment - Amend Sections 900.05.7, B-1, Highway Business District, Section 900.06.1.D Cannabis Retail Business Buffer Requirements and Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim**

Use Permit (IUP)

Adopt Resolution No. 2026-159 denying the proposed amendment to allow cannabis micro and mezzobusinesses as an interim use in the B-1, Highway Business District and reduce the cannabis retail business buffer requirements.

2) Small Area Plan — 801 Hwy. 284

Motion to accept the Small Area Plan for 801 Highway 284.

3) Site Plan — Trails Edge Senior Apartments at 905 Airport Road

Adopt Resolution No. 2026-178 approving the Site Plan application to allow the construction of a multifamily apartment building at 905 Airport Road.

4) Ordinance No. 793, Amending Municipal Code Section 630, Regulating Parking & Traffic and Ordering Summary Publication.

Adopt Ordinance No. 793 Amending Chapter 630 of the City Code related to Parking Regulations

Adopt Resolution No. 2026-179 Summary Publication of Ordinance No. 793

10. ITEMS REMOVED FROM CONSENT AGENDA

11. BOARD REPORTS

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

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR
Shane Fineran

WORK SESSION: COMMUNITY SURVEY RESULTS, AFFORDABILITY TARGETS

UPCOMING CALENDAR OF EVENTS/MEETINGS:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	5.1. Annexation Petition – Tamarack Land & Carver County Parcels
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	September 19, 2022, Airport Road Addition Final Plat Approval April 20, 2026, Woodland Trail Preliminary Plat Approval
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Joint Resolution No. 2026-170 approving the annexation petition between the City of Waconia and Laketown Township for the Carver County owned properties and the Tamarack Land, LLC property identified in the attached resolution.

EXPLANATION OF AGENDA ITEM:

The property owners have submitted a petition for annexation in connection with the Woodland Trail residential development, which was approved by the City Council on April 20, 2026. In addition to the Woodland Trail development, the proposed annexation includes surrounding property owned by Carver County. This area includes a segment of the future Airport Road right-of-way, the future County Road 92 corridor, the site designated for the future City of Waconia regional lift station, and a wetland parcel adjacent to Reitz Lake.

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

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

Upon application to annex by the petitioners, staff has completed the necessary public hearing requirements. The Notice of intent was published in Waconia Patriot on July 9, 2026. As of the date of this report, no public hearing comments have been received regarding this annexation request.

Laketown Township approved the orderly annexation joint resolution at their regular meeting on July 13, 2026, via a 3-0 vote.

RECOMMENDATION

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

ATTACHMENTS:

1. Resolution No. 2026-170 Annexation Tamarack and Carver County
2. Project Location Map

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

**CITY OF WACONIA
RESOLUTION NO. 2026-170**

**LAKETOWN TOWNSHIP
RESOLUTION NO. 2026-XX**

In the Matter of the Orderly
Annexation of Certain Real Property
to the City of Waconia from
Laketown Township.
[MBAU Docket A-2205(OA)]

**JOINT RESOLUTION
STIPULATING TO AMENDMENT
OF ORDERLY ANNEXATION
AGREEMENT NO. 76-47 AND TO
ORDERLY ANNEXATION OF
PROPERTY**

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

WHEREAS, a joint resolution for orderly annexation (Joint Resolution to Designate) was stipulated and agreed to by the City of Waconia (the “City”) on December 7, 1976, and Laketown Township (the “Township”) on December 20, 1976, pursuant to Minn. Stat. §414.0325 (2014) designating certain real property for annexation; and

WHEREAS, pursuant to said Joint Resolution to Designate, the City and the Township jointly request the annexation of certain real property to the City of Waconia as hereinafter described; and

WHEREAS, the area to be annexed contains approximately 139.08 acres and lies within the area stipulated for orderly annexation and adjoins the present city limits of the City of Waconia; and

WHEREAS, the area to be annexed is about to become urban or suburban in character and the City of Waconia is capable of providing the services required by the area in a reasonable time; and

WHEREAS, it is deemed appropriate and in the best interests of both the City, the Township, and the area to be annexed that such property be annexed to the City;

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

1. The City and the Township jointly request the Office of Administrative Hearings, Municipal Boundary Adjustment Unit (the “**Municipal Boundary Adjustment Unit**”), to issue an order annexing the following described property, which was previously designated for orderly annexation into the City:

The property to be annexed is legally described on attached **Exhibit A** and depicted with cross-hatching on the map attached as **Exhibit B**.

2. This Joint Resolution confers jurisdiction on the chief administrative law judge over the provisions of this Joint Resolution.
3. This Joint Resolution provides for the conditions of annexation. No alterations of the stated boundaries are appropriate, and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
4. There will be no change in the electric service or cost resulting from the annexation.
5. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Laketown Township may continue to levy on the annexed area for that levy year, and the City of Waconia may not levy on the annexation area until the following levy year.
6. There are no special assessments assigned by the Township to the property and no debt incurred by the Township prior to the annexation and attributable to the property needs to be reimbursed.
7. Tax Reimbursement. Pursuant to Minnesota Statutes §414.036, the City and the Township acknowledge that the reimbursement for taxable property has been satisfied. The Developer and Township have agreed that a single payment will be made to the Township for the taxable property annexed by this Joint Resolution. The payment has already been made and a copy of the Township’s receipt acknowledging payment is attached as **Exhibit C** (the “Receipt”).
8. The City and Township agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in **Exhibit A** or mapping provided in **Exhibit B**, in the judgment of the Office of Administrative Hearings/Municipal Boundary Adjustment Unit, the City and Township agree to make such corrections and file any additional documentation, including new exhibits making the corrections requested or required by the Office of Administrative Hearings/Municipal Boundary Adjustment Unit as necessary to make effective the annexation of the Land in accordance with the terms of this Joint Resolution.

9. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Waconia and the Board of Supervisors of the Township of Laketown.
10. The recitals above are adopted and incorporated herein as joint resolutions.

Passed and adopted by the **Board of Supervisors of the Township of Laketown** this ____ day of _____, 2026.

_____, Chairman

ATTEST: _____
_____, Clerk

Passed and adopted by the **City Council of the City of Waconia** this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator/ City Clerk

EXHIBIT A

Legal Description of Properties to be Annexed

OUTLOT K, AIRPORT ROAD ADDITION, Carver County, Minnesota.

OUTLOT J, AIRPORT ROAD ADDITION, Carver County, Minnesota.

OUTLOT A, AIRPORT ROAD ADDITION, Carver County, Minnesota.

OUTLOT L, AIRPORT ROAD ADDITION, Carver County, Minnesota.

OUTLOT M, AIRPORT ROAD ADDITION, Carver County, Minnesota.

OUTLOT N, AIRPORT ROAD ADDITION, Carver County, Minnesota.

OUTLOT B, AIRPORT ROAD ADDITION, Carver County, Minnesota.

EXHIBIT B-1
MAP OF MUNICIPAL BOUNDARIES AND ANNEXATION AREA

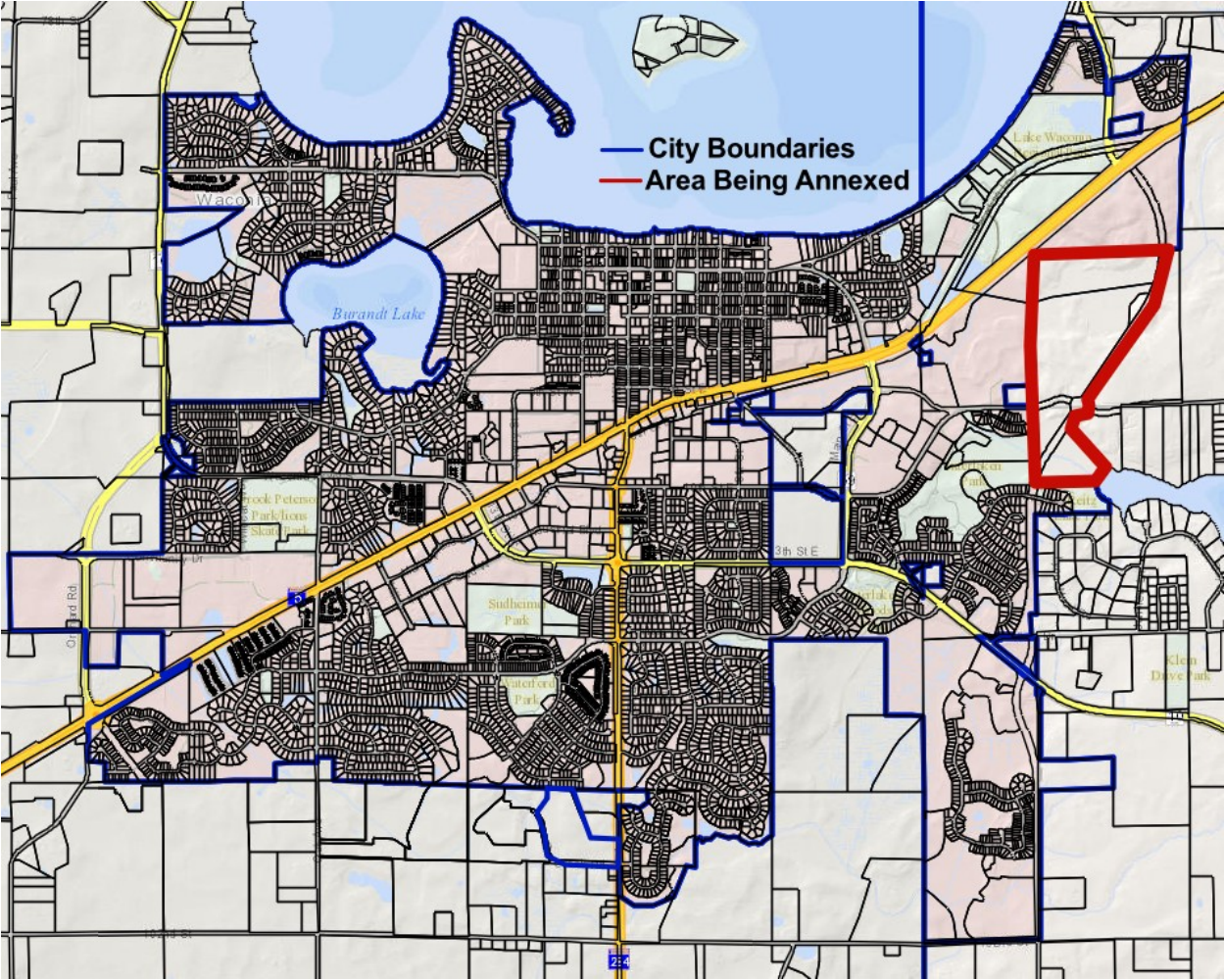


EXHIBIT B-2
AREA TO BE ANNEXED

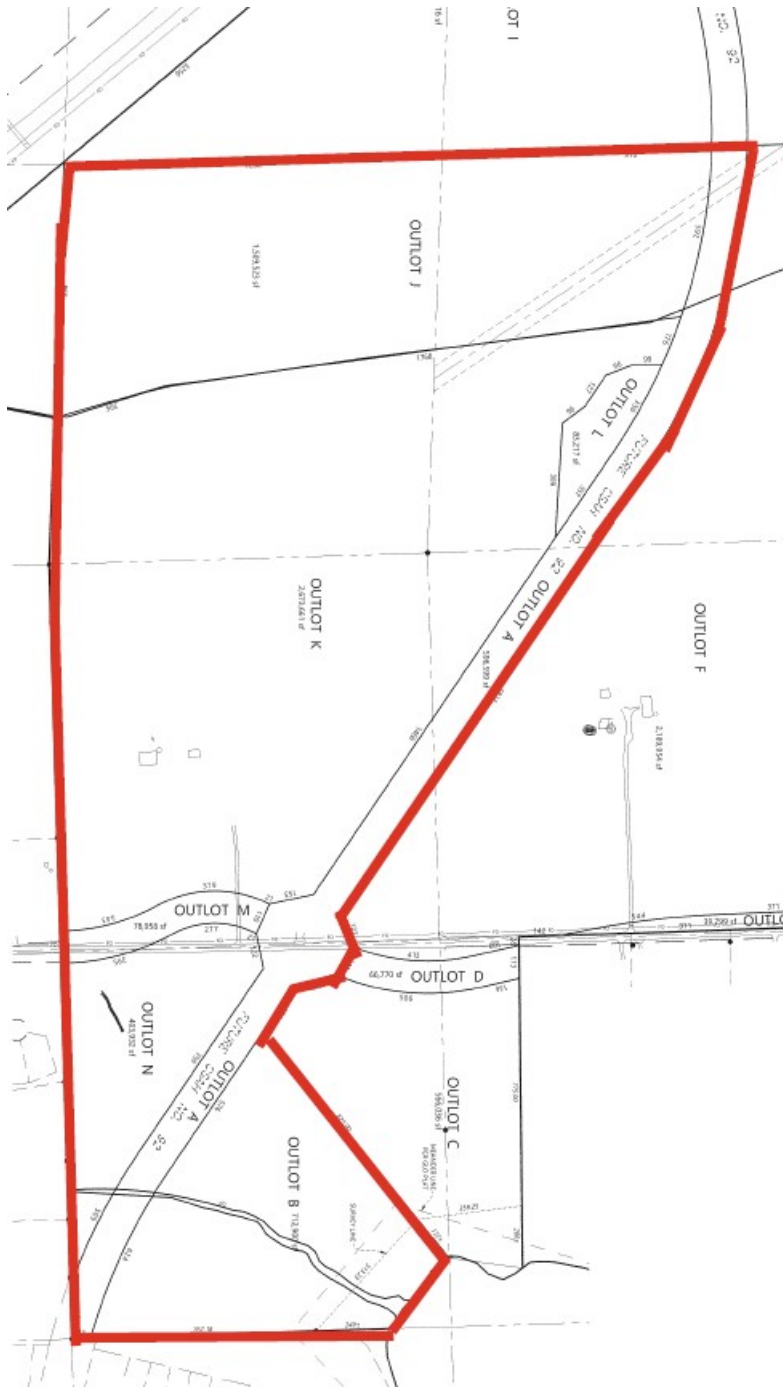


EXHIBIT C

LAKETOWN TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

FOR ANNEXATION OF TAXABLE PROPERTY

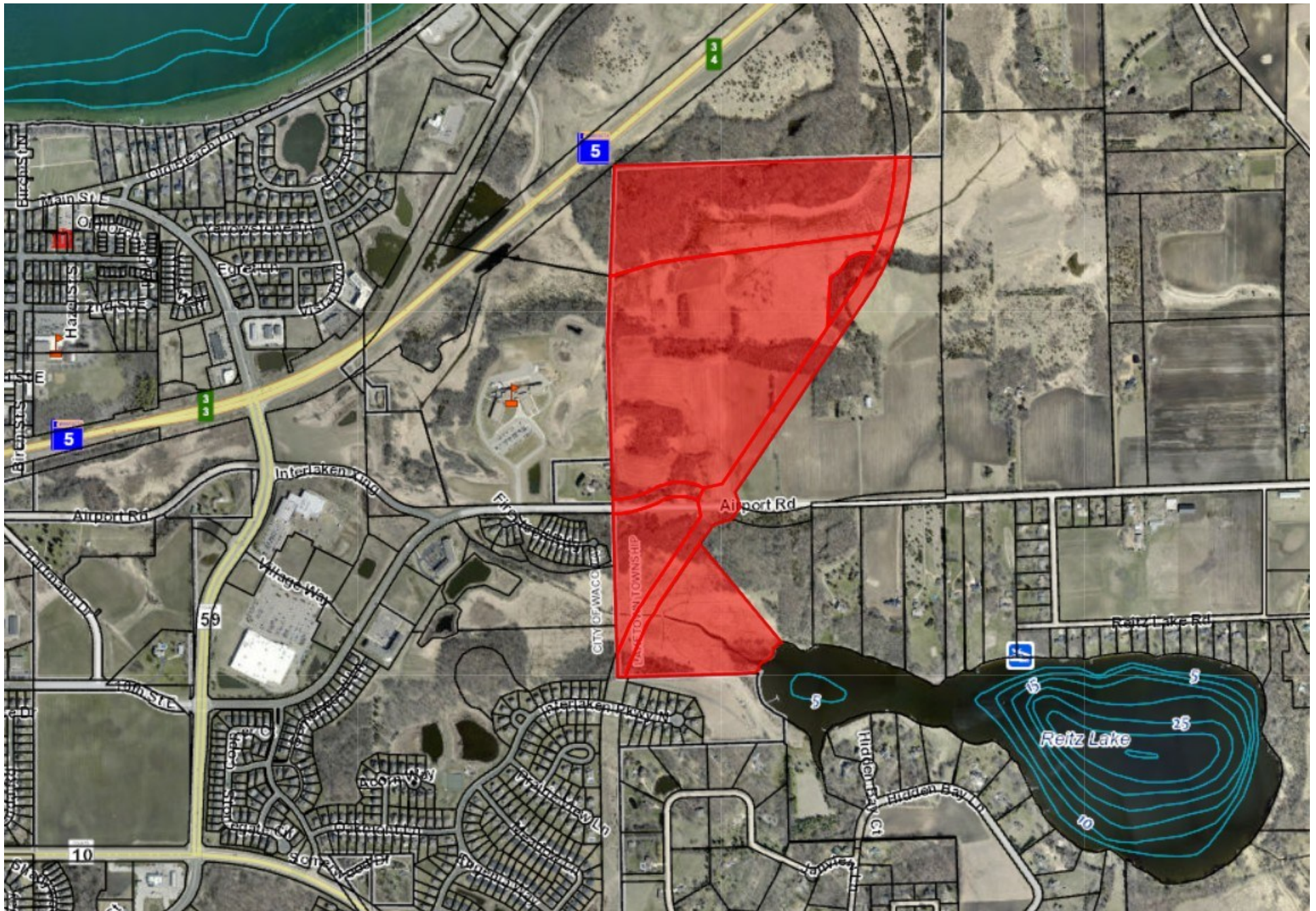
_____, 2026

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

Laketown Township

By: _____

LOCATION MAP—ANNEXATION PETITION





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 20, 2026	
Item Name: 8.1. Approve the June 20, 2026, City Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the June 20, 2026, City Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the June 20, 2026, City Council Minutes	
ATTACHMENTS: 1. Minutes June 20, 2026, City Council Meeting	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

CITY OF WACONIA
JUNE 15, 2026

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the June 15, 2026, Waconia City Council Meeting to order at 6:00 p.m. with all Council Members present.

2. PLEDGE OF ALLEGIANCE

Mayor Litfin led all in the Pledge of Allegiance.

3. PROCLAMATIONS

None.

4. ADOPT AGENDA

Mayor Litfin requested to move Council Business Item 9.1 *Authorize the Issuance and Award Sale of General Obligation Bonds* to Council Business 9.2 and move Council Business Item 9.2 *Ordinance Amendment - Amend Sections 900.05.7, B-1 Highway Business District Section 900.06.1, D Cannabis Retail Business Buffer Requirements and Section 900.11, Uses Permitted by Conditional Use Permit and Interim Use Permit* to Council Business Item 9.1

Motion to accept the agenda with the above renumeration was made by Council Member Coleman, seconded by Council Member Siddons.

MOTION CARRIED.

5. PUBLIC HEARING

None

6. OPEN FORUM

None

7. COMMUNITY INTEREST PRESENTATIONS

None

8. ADOPT CONSENT AGENDA

- 1) Approve the June 1, 2026, City Council Minutes**

- 2) **Approve June 15, 2026 Expenditures**
- 3) **Safari Island Community Center Expenditures from Sports Facilities Companies Incurred May 2026**
- 4) **Ice Arena Expenditures from Sports Facilities Companies Incurred May 2026**
- 5) **Contractor Pay Request - CSAH 10 Trail Project to GMH Asphalt, Inc. #2**
- 6) **Authorizing Replacement of Liquid De-Icing Storage Tanks**
- 7) **Authorize Acquisition of Second UTV**
- 8) **Intersection Control Change to All Way Stop at Elm Street and 2nd Street**
- 9) **Award the Fox Run Ravine Stabilization Project**
- 10) **Support Resolutions for Carver County Regional Solicitation Applications**
- 11) **Local Housing Aid - Mt. Olivet 3rd Street Home**
- 12) **Facade Improvement Grant - Springs Wellness**
- 13) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**
- 14) **Firefighter Resignation**
- 15) **Authorizing Furniture Replacement at Public Services Private Offices**
- 16) **Performance Measures & Report for 2025**
- 17) **Approve Temporary On-Sale Liquor License for the Waconia Legion Post 150**
- 18) **Approve Temporary On-Sale Liquor License and Application for Exempt Gambling Bingo at the Carver County Fair**
- 19) **Group Fitness Flooring Replacement - Safari Island Community Center**
- 20) **Purchase of Real Property PID #750501620 & #750501610**
- 21) **Appointment of Finance Director**

Motion to adopt the consent agenda as published was made by Council Member Coleman, seconded by Council Member Grengs.
MOTION CARRIED.

9. COUNCIL BUSINESS

- 1) **Authorize the Issuance and Awarding Sale of General Obligation Bonds, Series 2026A & 2026B**

Todd Hagen of Ehlers and Associates presented two bond sale reports to the Council, noting that combining the bond sales resulted in cost savings for the City. The Series 2026A Bonds will finance the City's annual street and utility improvement projects, while the Series 2026B Bonds are temporary, three-year reconstruction plan bonds for the Highway 5 Phase 2 Reconstruction Project, issued in anticipation of future State aid and grant reimbursements. Mr. Hagen reported that Standard & Poor's reaffirmed the City's AA+ bond rating with no comments or changes from the analysts.

The Series 2026A bond sale, representing the City's annual 10-year financing for street, water, storm sewer, and sanitary sewer improvement projects, received five bids. The winning bid was submitted by Hilltop Security of Dallas, Texas, with a true interest cost of 3.14%, which was 68 basis points below the projected rate. The Series 2026B bond sale received two bids. The winning bid was submitted by TD Financial Products with a true interest cost of 3.0998%, which was 24 basis points below the project rate.

Motion to adopt Resolution No. 2026-157 authorizing the issuance and awarding the sale of \$9,510,000 General Obligation Bonds, Series 2026A, pledging for the security of net revenues, special assessments and levying a tax for the payment thereof, was made by Council Member Gleason second by council Member Grengs.

MOTION CARRIED.

Motion to adopt Resolution No. 2026-158 authorizing the issuance and awarding the sale of \$3,270,000 General Obligation Temporary Street Reconstruction Plan Bonds, Series 2026B, and levying a tax for the payment thereof in anticipation of long-term financing, was made by Council Member Gleason second by Council Member Siddons.

MOTION CARRIED.

2) Ordinance Amendment - Amend Sections 900.05.7, B-1, Highway Business District, Section 900.06.1.D Cannabis Retail Business Buffer Requirements and Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim Use Permit (IUP)

Lane Braaten, Community Development Director, presented the proposed ordinance amendment related to cannabis business buffering requirements and zoning regulations. He explained that in 2024, the City Council adopted regulations governing cannabis-related uses. Under the current ordinance, cultivation, manufacturing, and delivery operations are permitted within industrial districts, while retail cannabis businesses are permitted in designated commercial areas. Mr. Braaten reviewed the City's adopted buffer requirements, which prohibit cannabis retail businesses within 1,000 feet of a school property line and within 500 feet of park amenities, park properties, day care facilities, and residential treatment facilities. He noted that the J. Carver Distillery property is currently affected by both a school buffer and a park buffer. The applicant is proposing a cannabis microbusiness and mezzo-business operation, which would combine cultivation, manufacturing, delivery and retail sales at a single location. Staff recommended that the applicant pursue an ordinance amendment to modify the buffer requirements and allow cannabis microbusiness and mezzo-business uses in the B-1 Highway Business District through a Conditional Use Permit or Interim Use Permit process. Mr. Braaten noted that the Planning Commission held a public hearing, received public comment, and recommended denial of the request based on the findings contained in the resolution.

Applicant Charles Levine, 8420 County Road 10, stated that he currently operates a hemp business that has transitioned into a cannabis business and has outgrown its

existing location. He indicated that the J. Carver property would be an ideal site due to its existing facilities, noting similarities between the production of spirits and cannabis products. Mr. Levine stated that the proposed business would revitalize the property and create approximately 20 to 30 jobs. He requested that the City reconsider its buffer requirement, noting that many communities have adopted smaller buffer zones. He further stated that the current buffers limit the availability of retail cannabis licenses within the City and expressed a desire to work collaboratively with the City to keep business in Waconia.

City Administrator Shane Fineran clarified that the J. Carver property is zoned B-1 Highway Business District and is not located within an industrial district. Under the current City Code, cultivation, manufacturing, and packaging of cannabis products are permitted only within I-1 and I-2 Industrial Districts. While cannabis retail sales may be permitted in the B-1 District, they must be located outside the established buffer areas. Mr. Fineran explained that the applicant's request would require allowing cannabis microbusiness uses—including cultivation, manufacturing, and packaging—as a conditional use within the B-1 District. Such a change would apply citywide to all B-1 properties rather than solely to the J. Carver site. The applicant is also requesting a reduction in the retail buffer requirements. Approval of both changes would make the J. Carver property, and other similarly situated properties, eligible for the proposed use.

Council Member Siddons suggested tabling the time to allow additional time to evaluate the properties' viability. The Mayor and Council expressed agreement that further discussion was warranted.

Motion to table consideration of the proposed Ordinance Amendment to Sections 900.05.7, 900.06.1D and 900.11 to the July 20, 2026, City Council Meeting was made by Council Member Coleman, seconded by Council Member Siddons.

MOTION CARRIED.

10. ITEMS REMOVED FROM CONSENT AGENDA

None.

11. BOARD REPORTS

1) Staff Reports

None.

2) Councilmember Siddons

Nothing to report.

3) Councilmember Coleman

Nothing to report.

4) Councilmember Gleason

Nothing to report.

5) Councilmember Grengs

Nothing to report.

6) Mayor Litfin

Mayor's Report for 6-15-26:

Wednesday, June 3, Thank you to Holly Wertz from the Waconia Community Education for helping tape a *Mayor's Minute*. She highlighted upcoming community education summer programming.

Mike McKeever and Nicole from Hometown Bank hosted a Mayor's Minute to promote their Block Party that was held on June 13. A fantastic event with a huge crowd.

Thursday, June 4, the Waconia Chamber of Commerce held their monthly "Coffee Connection" at the Carver County Fairgrounds. The Carver County Fair is less than two months away.

Wednesday, June 10, met with the new ministerial team from Branch Church. Branch Church will begin their operations in Waconia in September.

Wednesday, June 10, Isaac Sovereign was my guest for a *Mayor's Minute*. Isaac shared some big news regarding the Waconia July 4th Fireworks. The fireworks display will be on Friday, July 3. Make sure you have that date on your calendar as this will be a one-year date change. A big thank you to the sponsors who stepped up to make this happen. Notable Sovereign Estates and Winery, thank you, Paul, Isaac, and family; the Waconia Lions; Greg James from Ion Tap, Green Fox Grill, and Bode Gray's; the Hoffman Family Foundation; and the Waconia Chamber of Commerce.

Tonight on the consent agenda, the Council approved a four-way stop at the intersection by the Post Office. St. Joseph Church and the new Wilford Building.

Also, filing dates for three City offices will open soon for Mayor and two Council Seats. Filing dates are July 14 through July 28, 2026.

12. ANNOUNCEMENTS

Shane Fineran stated the second Music in the Street Series will be on June 18th with Traveled Ground performing on Elm Street between Main Street and 1st Street beginning at 6:30 p.m.

13. ADJOURN REGULAR MEETING

Motion to adjourn the June 15, 2026, Waconia Council Meeting at 7:00 p.m. was made by Council Member Grengs, seconded by Council Member Coleman.

MOTION CARRIED.

Tim Litfin, Mayor

ATTEST:

Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 20, 2026	
Item Name: 8.2. Approve July 20, 2026, Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve July 20, 2026, Expenditures	
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursement registers for the City of Waconia as of July 20, 2026. Payments are made to vendors via check, electronic payment, and through the City's purchasing card program.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: Park Board: Personnel Committee: Other:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.3. Safari Island Community Center Expenditures from Sports Facilities Companies Incurred June 2026		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Safari Island Community Center Expenditures from Sports Facilities Companies Incurred June 2026			
EXPLANATION OF AGENDA ITEM: Sports Facilities Companies has provided the attached report for expenditures paid in June 2026. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Safari Island Community Center.			
ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Safari Island Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		Planning Commission:	
		Park Board:	
		Personnel Committee:	
		Other:	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		July 20, 2026	
Item Name:		8.4. Ice Arena Expenditures from Sports Facilities Companies Incurred June 2026	
Originating Dept:		Finance	
Presented By:		Amanda Ortloff	
Previous Council Action: None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred June 2026 EXPLANATION OF AGENDA ITEM: Sports Facilities Companies has provided the attached report for expenditures paid in June 2026. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Waconia Ice Arena. ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Ice Arena		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.5. Contractor Pay Request - Island View Estates Park to NW Asphalt Inc. #1		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	Resolution No. 2026-062 - Authorizing Award of Contract for the Construction of Island View Estates Park Site Improvements		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Pay Estimate No. 1 to NW Asphalt Inc. for Island View Estates Park Site Improvements EXPLANATION OF AGENDA ITEM: Staff has reviewed the contractor pay request for the construction of site improvements at Island View Estates Park and recommends payment of \$22,981.45 based on the engineering request for payment. This payment represents approximately 20% of the total approved contract for the project. ATTACHMENTS: 1. Island View Estates Pay Request 1 B&M Memo			
FINANCIAL IMPLICATIONS: Funding Sources & Uses: PIR Budget Information: ☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		ADVISORY BOARD RECOMMENDATIONS: Planning Commission: Park Board: Personnel Committee: Other: More sample text.	



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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

July 14, 2026

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

**RE: Island View Estates Park
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 7/09/2026 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, site grading, draitile, erosion control, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$22,981.45** to NW Asphalt Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Sewer	Watermain	Park / Trail
Recon	\$22,981.45	0%	0%	0%	0%	100%
TOTAL	\$22,981.45					

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
ISLAND VIEW ESTATES PARK



**BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 25X.141127.000

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$113,565.84
TOTAL, COMPLETED WORK TO DATE	\$24,191.00
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$24,191.00
RETAINED PERCENTAGE (5.0%)	\$1,209.55
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$22,981.45
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$22,981.45

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:

NW ASPHALT INC
1451 Stagecoach Rd
Shakopee, MN 55379

By

Name

Title

Date

7-9-2026

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By

CONSULTING ENGINEER

Date

7/14/2026

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.6. Contractor Pay Request - Downtown Reconstruction Phase 4 to GMH Asphalt Corporation #2
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	Resolution No. 2026-073 Accepting Bids and Awarding Contract for the 2026 Downtown Reconstruction Phase 4 Project.
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Downtown Reconstruction Phase 4 Pay Request No. 2 to GMH Asphalt Corporation	
EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the Waconia Downtown Reconstruction Phase 4 Project and recommends payment of \$692,844.49 based on the engineering request for payment. This payment represents approximately 31% of the total approved contract for the project.	
ATTACHMENTS: 1. Downtown Recon Phase 4 Pay Request 2 B&M Memo	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR, Water, Sewer, Storm Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



July 14, 2026

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

**RE: Waconia Downtown Reconstruction – Phase 4
Pay Request No. 2**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 2 for work completed through 6/26/2026 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, storm sewer, curb and gutter, aggregate base, sand, irrigation, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$692,844.49** 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	\$692,844.49	70%	5%	7%	3%	15%	0%	0%
TOTAL	\$692,844.49							

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



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& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 25X.138489

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$4,025,242.86
TOTAL, COMPLETED WORK TO DATE	\$1,303,257.61
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,303,257.61
RETAINED PERCENTAGE (5.0%)	\$65,162.88
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,238,094.73
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$545,250.24
PAY CONTRACTOR AS ESTIMATE NO. 2	\$692,844.49

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

7-14-26

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By

, CONSULTING ENGINEER

Date 7/14/2026

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.7. Contractor Pay Request - CSAH 10 Trail Project to GMH Asphalt, Inc. #3		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	Resolution No. 2026-022 Ordering Preparation of Plans & Specifications and Authorizing Advertisement for Bids - CSAH 10 Connector Trail Resolution No. 2026-090 Authorizing Joint Powers Agreement with Carver County for Hwy 10 Regional Trail Connection Project Resolution No. 2026-102 Authorizing Award of Construction Contract for the Hwy10 Regional Trail Connection Project		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve CSAH 10 Trail Project Pay Request No. 3 to GMH Asphalt, Inc.			
EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the CSAH 10 Trail Project and recommends payment of \$230,143.17 based on the engineering request for payment. This payment represents approximately 103% of the total approved contract for the project.			
ATTACHMENTS: 1. CSAH 10 Trail Payment #3 B&M Memo			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: PIR		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	



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& MENK**

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

July 14, 2026

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

**RE: CSAH 10 Trail Project
Payment Request No. 3**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 3 for work completed through 6/30/2026 on the above-referenced project. The work completed includes payment for earthwork, erosion control, storm sewer, aggregate base, paving, seeding, restoration, and other miscellaneous items. With substantial completion accomplished, retainage on this project has been reduced to 1%.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$230,143.17** to GMH Asphalt, Inc. 100% of this requested payment is for the trail system.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST
CSAH 10 TRAIL



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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 25X141972

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$344,905.27
TOTAL, COMPLETED WORK TO DATE	\$360,430.49
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$360,430.49
RETAINED PERCENTAGE (1.0%)	\$3,604.30
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$356,826.19
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$126,683.02
PAY CONTRACTOR AS ESTIMATE NO. 3	\$230,143.17

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

6-30-26

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By

, CONSULTING ENGINEER

Date

6/30/2026

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.8. Contractor Pay Request - Wildcat Way Reconstruction Pay Request to GMH Asphalt Corporation #3		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	Resolution No. 2025-194 Authorizing Award of Construction Contract for the Wildcat Way Reconstruction CIP Project No. 131-G to GMH Asphalt Corporation in the amount of \$593,799.42		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Wildcat Way Reconstruction Project Pay Request No. 3 to GMH Asphalt Corporation EXPLANATION OF AGENDA ITEM: Staff has reviewed the contractor pay request for the Wildcat Way Reconstruction Project and recommends payment of \$59,380.21 based on the engineering request for payment. This payment represents approximately 88.0% of the total approved contract for the project. ATTACHMENTS: 1. Wildcat Wat Reconstruction Pay Request 3 B&M Memo			
FINANCIAL IMPLICATIONS: Funding Sources & Uses: PIR, Sewer, Storm Water Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____	



July 14, 2026

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

**RE: Wildcat Way Reconstruction
Pay Request No. 3**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 3 for work completed through 7/2/2026 on the above referenced project. The work completed includes payment for mobilization, striping, landscaping, wearing course pavement and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$59,380.21** 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	Sewer	Watermain	Sidewalk
Recon	\$59,380.21	96%	3%	1%	0%	0%
TOTAL	\$59,380.21					

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
WILDCAT WAY RECONSTRUCTION



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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 24X.137190.000

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$593,799.43
TOTAL, COMPLETED WORK TO DATE	\$533,663.41
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$533,663.41
RETAINED PERCENTAGE (2.0%)	\$10,673.27
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$522,990.14
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$463,609.93
PAY CONTRACTOR AS ESTIMATE NO. 3	\$59,380.21

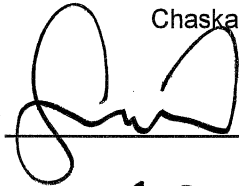
CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor:

GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By

 Erica Johnson Controller
Name Title

Date

7-9-2026

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By



, CONSULTING ENGINEER

Date 7/14/2026

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 20, 2026	
Item Name: 8.9. Firefighter Resignation	
Originating Dept: Administration	
Presented By: Jackie Schulze, Justin Sorensen	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-162 Accepting Resignation of Firefighters EXPLANATION OF AGENDA ITEM: The City of Waconia has received a letter of resignation from Firefighter Anthony Luedloff, effective immediately. Anthony expressed his appreciation for the opportunity to serve with the Waconia Fire Department and noted that he hopes to reapply for the Fire Department at some point in the future, upon completing his EMT Certification. The City of Waconia also received a letter of resignation from Firefighter Chris Sinclair. Firefighter Sinclair expressed gratitude for his five years on the department and the relationships built during this time. Thank you to Anthony and Chris for your service to the Waconia Fire Department. ATTACHMENTS: 1. Resolution No. 2026-162 Firefighter Resignations	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

**CITY OF WACONIA
RESOLUTION NO. 2026 - 162**

**RESOLUTION ACCEPTING THE RESIGNATION
OF FIREFIGHTERS**

WHEREAS, Firefighters Anthony Luedloff and Chris Sinclair have submitted resignation letters, effective immediately; and

WHEREAS, the City of Waconia thanks and appreciates Firefighter Luedloff and Firefighter Sinclair's years of service to the department; and

NOW, THEREFORE, BE IT RESOLVED, by, the City Council of the City of Waconia, that the City Council hereby accepts the resignations of Anthony Luedloff and Chris Sinclair, effective immediately..

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.10. Park Board Resignation
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution #2026-163 Accepting Resignation of Park Board Member	
EXPLANATION OF AGENDA ITEM: Park Board member Ben Strasheim has submitted his resignation from the Park Board effective July 31, 2026, due to moving from the community. Recruitment will be held this fall with a term for a new member to begin January 1, 2027.	
ATTACHMENTS: 1. Resolution No. 2026-163 Park Board Resignation	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-163**

RESOLUTION ACCEPTING RESIGNATION OF PARK BOARD MEMBER

WHEREAS, Ben Strasheim has submitted his resignation from the Park Board.; and

WHEREAS, the term filled by Ben Strasheim will expire on December 31, 2026; and

WHEREAS, the term shall be filled by the Park Board Alternate until expiration and at such time a qualified candidate can be recruited.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby accepts the resignation.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 20, 2026	
Item Name: 8.11. Election Judge Appointments	
Originating Dept: Administration	
Presented By: Jackie Schulze	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-164 Authorizing Appointment of Election Judges EXPLANATION OF AGENDA ITEM: Staff is pleased to report strong interest from residents in serving as election judges for the 2026 election cycle. Many of the individuals recommended for appointment have previously served as election judges for the City of Waconia. In accordance with Minnesota law, all appointed election judges are required to complete election judge training provided by Carver County prior to the August 11, 2026, Primary Election. In addition, head judges and election administrators will participate in more comprehensive training conducted by Carver County. Pursuant to Minnesota Statutes Section 204B.23, the Assistant City Administrator/City Clerk is authorized to fill election judge vacancies and appoint additional election judges as necessary to ensure the proper administration of elections. The election judges identified in the attached resolution have all indicated their availability to serve a full day during the August 11, 2026, Primary Election. Additional election judges may be appointed for the November 3, 2026, General Election through subsequent resolutions later this fall, as staffing needs are finalized. ATTACHMENTS: 1. Resolution No. 2026-264 Election Judge Appointments	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: Park Board: Personnel Committee: Other:

**CITY OF WACONIA
RESOLUTION NO. 2026-164**

**RESOLUTION AUTHORIZING APPOINTMENT OF JUDGES FOR
2026 PRIMARY ELECTION**

WHEREAS, the 2026 Primary Election is to take place on Tuesday, August 11, 2026; and

WHEREAS, Election Judges must be appointed as required under Minnesota Statutes Section 204B.21, Subd. 2, Appointing Authority Powers and Duties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia as follows:
the following Election Judges are appointed to serve the City of Waconia in August of 2026:

- | | | | |
|-----------------------|-----------------------|--------------------|----------------------|
| • Doane Baber | • Wendy Kuntz | • Charlie Peterson | • Malcolm Vinger |
| • Marta Beckett | • Erika Lage | • Jeffrey Pingeon | • Dan Vos |
| • Joanne Bussman | • David Manley | • Susan Pretzel | • Beth Wentland |
| • Vicki Cummings | • Gedric Merritt | • Jon Raidt | • Joanne Werner |
| • Christopher Dehning | • Julie Mettler | • Cindy Roelofs | • Katherine Witherow |
| | • Susan Morton-Herges | | |
| • Cheryl Douglas | • Mark Murphy | • Ron Schmitz | |
| • Paul Ericsson | | • Jody Schuman | |
| | | • Daryl Sudheimer | |
| • Brenda Grams | • Constance Nelson | • Joan Sudheimer | |
| • Joseph Kalenberg | • Patricia Peitz | • Renee Szyzmek | |
| • Jessica Kilian | • Tom Peitz | | |

The Assistant City Administrator/City Clerk is authorized and directed to oversee vacancies among Election Judges subject to Minnesota Statutes Section 204B.23 and to appoint additional judges as needed.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.12. Authorizing Staff to Submit to the Department of Labor and Industry Safety Grant Program
Originating Dept:	Public Services
Presented By:	Mike Dressel
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-165 Authorizing submittal of a Grant Application to the Minnesota Department of Labor and Industry for the Safety Grant Program to support the purchase of two Traffic Regulator Message Boards	
EXPLANATION OF AGENDA ITEM: Street, utility, and parks employees routinely perform work activities on and adjacent to active roadways where they are exposed to moving traffic. These activities include sign installation and repair, snow removal, asphalt patching and paving, crosswalk painting, hydrant flushing, sewer jetting, mowing center medians, utility maintenance, and emergency response activities such as downed trees and power lines. As traffic volumes continue to increase, employees face heightened risks from distracted drivers, motorists failing to slow down or move over, and limited visibility during roadway operations. Many work activities require temporary traffic control measures, which often rely on portable signs and cones that can be time-consuming to deploy, difficult to transport, and less visible to approaching motorists. To address these safety concerns, staff evaluated the purchase of truck-mounted warning light systems and electronic message boards for use by the Streets, Utilities, and Parks Departments. These devices would provide highly visible warnings to approaching motorists, improve work zone awareness, and enhance employee safety by reducing the risk of vehicle intrusions into active work areas. Staff is requesting authorization to apply for a \$10,000 grant to help fund the purchase of two electronic message boards for Units 58 and 63. The total project cost is estimated at \$24,000. If the grant is awarded, the City's share of the project cost would be approximately \$14,000. ATTACHMENTS: 1. Resolution No. 2026-165 Authorize Grant Application 2. Authorizing Surfitters Quote Unit 58 3. Authorizing Surfitters Quote Unit 63 4. ADDCO Traffic Regulator Product Overview 5. ADDCO Sign Dial - Spec Sheet	

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

**CITY OF WACONIA
RESOLUTION NO. 2026-165**

**RESOLUTION AUTHORIZING THE SUBMISSION
OF A SAFETY GRANT APPLICATION TO THE
MINNESOTA DEPARTMENT OF LABOR AND
INDUSTRY FOR THE PURCHASE OF ELECTRONIC
MESSAGE BOARDS**

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

WHEREAS, staff have identified a need for electronic message boards for Units 58 and 63; and

WHEREAS, electronic message boards would improve employee safety and enhance work zone safety awareness for both City staff and the traveling public; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia that staff are hereby authorized to submit a Safety Grant application to the Minnesota Department of Labor and Industry for the purchase and installation of electronic message boards.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Sales Rep: John Holman
Prepared for: City of Waconia
 310 E 10th Street
 Waconia, MN 55387

Ship To: City of Waconia
 310 E 10th Street
 Waconia, MN 55387

Contact: Mike Dressel **Phone:** (952)442-2615 **Email:** mdressel@waconiamn.gov
Requested by: Mike Dressel
This Quote is valid through 01/31/2027
Ship Via: Installed

Tariff Update: If any component pricing is impacted by tariffs between the time of this Proposal and the completion of the project, we reserve the right to pass on increases.

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
VEHICLE	VEHICLE	1	\$0.00 / EA	\$0.00

OPTIONS:

MODEL YEAR 2022
 FORD
 F250
 GAS
 REGULAR CAB
 BOX LENGTH 8.0' (98.1")
 BOX DELETE = YES
 SINGLE REAR WHEEL
 NO SSMSO
 VIN: TBA
 Stock #: TBA
 PICKUP & DELIVERY = CUSTOMER

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
800-0004-00-SD-ADD	ADDCO 4X1V 1 LINE 18" FONT,/62"X25.25"VEHICLE MOUNT SIGN	1	\$7,199.00 / EA	\$7,199.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
800-0004-01-W-SD-ADD	4X1V 18 EMBEDDED FLASHERS/- OPTIONAL UPGRADE	1	\$1,100.00 / EA	\$1,100.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
002-1602	RISER, UNIRACK UNIVERSAL TRUCK/HEIGHT & WIDTH ADJUSTABLE	1	\$1,129.00 / EA	\$1,129.00

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
LABOR-SB	LABOR TO INSTALL MESSAGE BOARD	8	\$175.00 / EA	\$1,400.00

PROJECT TOTAL (BEFORE TAX):

\$10,828.00

ALL ITEMS ARE ON MN STATE CONTRACTS 279461 OR 264963

THE PARTIES AGREE THAT THE TERMS AND CONDITIONS ATTACHED HERETO OR ON THE BACK SIDE OF THIS ORDER ARE INCORPORATED HEREIN AND A PART OF THIS ORDER.

ACCEPTED BY:

TIM LITFIN, MAYOR

ACCEPTED DATE: JULY 20, 2026

TERMS AND CONDITIONS

1. **PRICING.** All price quotations are valid for fifteen (15) days unless otherwise noted.

2. **PAYMENT.** Unless otherwise quoted by the Company, agreed to in writing or expressly stated on the face of this document, terms of payment shall be as follows:

- For new Buyers or those without open account the terms are Prepay.
- For Buyers with open account the terms are: Net ten (10) days unless otherwise stated.
- A 50% down payment will be required for projects requiring significant engineering and design work, or projects with non-standard components provided or manufactured to the Buyer's requirements, or projects over a certain value as required in the Proposal Terms. Balance due as per a. or b. above.
- A convenience fee of 3% will be added to all credit card payments. This applies to the full amount of the invoice.
- The Company may alter or suspend credit whenever the payment history or financial condition of Buyer warrants such action.
- Overdue payments will be subject to a 1.5% monthly interest rate.
- Buyer shall be liable for all costs, expenses and attorney's fees incurred by the Company in the collection of delinquent accounts.

3. **CUSTOMER VEHICLES IN OUR CARE, CUSTODY AND CONTROL.** The Company is not responsible for damage to Buyer vehicles while in its care, custody, and control.

4. **CUSTOMER VEHICLE STORAGE.** Buyer vehicles not picked up within 10 business days of completion will be assessed a storage fee of ten dollars (\$10.00) per day.

5. **TAXES AND DUTIES.** Prices for Products and Services do not include applicable federal, state or local taxes, now or hereafter enacted, which tax or taxes (i) will be added by the Company to the sales price whenever the Company has the legal obligation to collect same, and (ii) shall be paid by Buyer unless Buyer provides the Company with an appropriate tax-exemption certificate. Except as otherwise agreed to in writing or provided on the face hereof, for sales to points outside the United States all export duties, taxes, licenses, and fees, including customs, are in addition to the quoted prices and shall be Buyer's responsibility, and any such cost incurred by the Company will be passed on to Buyer.

6. **FREIGHT AND SHIPMENTS.** All shipments for domestic sales are F.O.B. the Company manufacturing facility. The Company shall have satisfied all delivery obligations and, subject to the limitations set forth herein, possession of and title to all goods sold hereunder shall be deemed to pass to Buyer upon delivery to the carrier at point of shipment, whereupon Buyer assumes all risk of loss or damage to the goods and responsibility for shipping and insurance costs, regardless of any insurance that may have been secured by the Company at Buyer's request. Any freight and delivery charges paid by the Company in connection with shipments to Buyer will be passed on to Buyer. Buyer shall notify the Company in writing relative to any shipment shortage or damage within two (2) days of receipt of shipment. The Company shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of any such delay or failure, the Company shall be entitled to extend the delivery date by a commensurate period of days. The Company shall have the right to cancel any order or to refuse or delay shipment if Buyer fails to meet payment terms or if there is any materially adverse change in Buyer's financial status. Export of the Company Products or Services outside the United States of America is subject to the latest U.S. Export Regulation issued by the U. S. Department of Commerce, adherence to which is a Buyer's responsibility after initial shipment by the Company.

7. **ORDER CANCELLATION.** If an order is canceled prior to the scheduled ship date, Buyer will be subject to the following cancellation charges: Buyer will be responsible for all costs incurred by the Company prior to the date of cancellation and any further costs incurred in the termination of the project. Cancellation of the order will not relieve the Buyer's liability for payment as specified herein.

8. **CHANGE ORDERS.** Change orders include any deviation from the last design reviewed and agreed upon at the time the purchase order was issued. Buyer directed change orders are subject to additional fees. Depending on the scope of the change order, the Company reserves the right to collect all costs incurred to date. The added cost of the change order will be quoted by the Company and the Buyer can choose to (i) issue a second purchase order to cover the cost of the change order, or, (ii) add the additional charges to the original purchase order.

9. **SCHEDULE CHANGES.** Any delays in installation due to change orders, customer readiness, and/or reasons uncontrollable by the Company, may be subject to partial invoicing for all labor and materials incurred to date by the Company.

10. **PROPRIETARY RIGHTS.** The parties acknowledge that the Company may possess certain proprietary inventions, discoveries, Patents, Trademarks, or other intellectual properties in its products and designs and that the Company retains all right, title, ownership, copyright and/or other intellectual property rights in such. All such intellectual property incorporated shall remain the sole and exclusive property of the Company.

11. **CONFIDENTIAL INFORMATION.** The parties agree that except for the written consent of the other party, each party shall keep confidential and not disclose to any person not affiliated with such party, any of the other party's confidential information and business secrets. The term "confidential information" shall include each party's respective financial, marketing, product, process, customer, dealer, accounting, sales, manufacturing, employment and related information, including such other information that a party treats or otherwise deems as confidential. Confidential information shall also include the Company Creations, Services and payment under this Agreement.

12. **LIMITATION OF LIABILITY.** NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER OUT OF ANY BREACH OF WARRANTY OR OUT OF OR CONNECTED WITH THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS, SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR PROVISION OF SERVICES. NOTWITHSTANDING THE FOREGOING, THE COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

13. **SUITABILITY DISCLAIMER.** The performance of the Products depends on a variety of parameters which are beyond the control of the Company. Performance of the Products may vary considerably from one application to the next. THE COMPANY MAKES NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR SUITABILITY OF THE PRODUCTS FOR OR IN BUYER'S APPLICATION. The assessment of usefulness and suitability of the Products for each application rests solely with the Buyer.

14. **WARRANTY.** The Company warrants its workmanship to be free from defects for a period of twelve (12) months from shipment, unless a different period is otherwise quoted in writing by the Company to the original Buyer. The only exception to this is paint issues, which are warranted for a period of ninety (90) days. If an issue arises during the warranty period, the original Buyer shall notify the Company and request a return or re-work authorization. Only after the authorization from the Company has been received can the work to repair the deficiency proceed. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Buyer; (ii) Buyer-supplied equipment, (iii) unauthorized modifications, misuse or accidents, (iv) operation outside of the environmental specifications of the Product. All Services shall be performed in professional manner, in conformity with industry standards. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **COMPANY INDEMNIFICATION.** The Company shall defend any claim, suit, or proceeding brought against Buyer by a third party ("Claim") insofar as such Claim is based upon an assertion that the use or transfer of any Product delivered hereunder constitutes infringement of a US patent or registered copyright, provided Buyer (i) notifies the Company promptly in writing as to any such Claim, (ii) grants the Company sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Company request for assistance. Should any Product become, or in the Company's opinion be likely to become, the subject of a Claim, the Company may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that the Product is no longer infringing, or (c) request return and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight depreciation over a five (5) year useful life. The Company shall have no liability if the alleged infringement is based on (1) combination with non-Company products; (2) use for a purpose or in a manner for which the Product was not designed; (3) use of any older version when use of a newer Company revision would have avoided the infringement; (4) any modification not made with the Company's written approval; (5) any modifications made by the Company pursuant to Buyer's specific instructions; or (6) any intellectual property right owned or licensed by Buyer or any of its affiliates. Notwithstanding the foregoing, in no event shall the Company's liability to Buyer under this Section exceed the amount paid by Buyer to the Company for any allegedly infringing Product. THIS SECTION STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

16. **BUYER IDEMNIFICATION.** Buyer shall defend, indemnify and hold harmless the Company against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury, wrongful death, property damage or diminution of value, business damage or diminution of value, patent or copyright infringement, or any other liabilities of any nature as a result of the Company's goods, materials, representations (both implicit and explicit) and/or Services, if, and only if, Buyer is at least partially at fault for said liabilities. Buyer's indemnification of the Company for patent and copyright infringement under this section shall also apply where Buyer (a) modified, altered, or combined the Product with any equipment not supplied by the Company, or (b) used the Product in a manner for which it was not designed.

17. **ENTIRE AGREEMENT.** In the absence of a separate, duly executed volume purchase or similar agreement between the Company and Buyer, BUYER'S PURCHASE OF THE COMPANY PRODUCTS HEREUNDER REPRESENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS BY EITHER PARTY, WHETHER VERBAL OR WRITTEN, CONCERNING THE SUBJECT MATTER HEREOF. The terms and conditions contained herein take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Neither the Company's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. No waiver, change, or modification to the terms and condition herein shall be valid or binding unless in writing and signed by authorized representatives of both parties.

18. **ASSIGNMENT.** This Agreement may not be assigned by Buyer without prior written consent from a duly authorized representative of the Company. This Agreement shall be binding upon the Buyer's permitted successors and assigns.

19. **SURVIVABILITY.** If any provision of this Agreement shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.

20. **MISCELLANEOUS.** Except as prohibited by US bankruptcy laws, in the event of Buyer's insolvency or inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, the Company may elect to cancel any unfulfilled obligations to Buyer hereunder. The Company shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC) and all other applicable laws. Buyer agrees to execute such financing statements and other documents as the Company may request in order to protect its security interest. If Buyer fails to execute such financing statements and other documents within fourteen (14) days of written request by the Company, then Buyer hereby grants the Company full power and authority to execute and file such financing statement and other documents on Buyer's be

21. **CHOICE OF LAW AND JURISDICTION.** The parties agree that any dispute regarding interpretation or validity of these terms and conditions or relating in any manner to Products or Services sold hereunder shall be governed by the laws, and subject to the jurisdiction of courts, of Minnesota, USA, with any dispute or Claim venue or heard in the State of Minnesota.

22. **NOTICE.** Any notice required under this Agreement shall be valid upon either hand delivery or delivery via United States Mail, postage prepaid, to the parties at the addresses set forth in this Agreement, and if mailed via United States Mail, postage prepaid, be deemed delivered within three (3) days following the date of mailing.



Sales Rep: John Holman
Prepared for: City of Waconia
 310 E 10th Street
 Waconia, MN 55387

Ship To: City of Waconia
 310 E 10th Street
 Waconia, MN 55387

Contact: Mike Dressel **Phone:** (952)442-2615 **Email:** mdressel@waconiamn.gov
Requested by: Mike Dressel
This Quote is valid through 01/31/2027
Ship Via: Installed

Tariff Update: If any component pricing is impacted by tariffs between the time of this Proposal and the completion of the project, we reserve the right to pass on increases.

ITEM NO.	DESCRIPTION	QTY	PRICE	EXT. PRICE
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ACCEPTED BY:

TIM LITFIN, MAYOR

ACCEPTED DATE: JULY 20, 2026

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11. **CONFIDENTIAL INFORMATION.** The parties agree that except for the written consent of the other party, each party shall keep confidential and not disclose to any person not affiliated with such party, any of the other party's confidential information and business secrets. The term "confidential information" shall include each party's respective financial, marketing, product, process, customer, dealer, accounting, sales, manufacturing, employment and related information, including such other information that a party treats or otherwise deems as confidential. Confidential information shall also include the Company Creations, Services and payment under this Agreement.

12. **LIMITATION OF LIABILITY.** NOT WITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER OUT OF ANY BREACH OF WARRANTY OR OUT OF OR CONNECTED WITH THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS, SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR PROVISION OF SERVICES. NOTWITHSTANDING THE FOREGOING, THE COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

13. **SUITABILITY DISCLAIMER.** The performance of the Products depends on a variety of parameters which are beyond the control of the Company. Performance of the Products may vary considerably from one application to the next. THE COMPANY MAKES NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR SUITABILITY OF THE PRODUCTS FOR OR IN BUYER'S APPLICATION. The assessment of usefulness and suitability of the Products for each application rests solely with the Buyer.

14. **WARRANTY.** The Company warrants its workmanship to be free from defects for a period of twelve (12) months from shipment, unless a different period is otherwise quoted in writing by the Company to the original Buyer. The only exception to this is paint issues, which are warranted for a period of ninety (90) days. If an issue arises during the warranty period, the original Buyer shall notify the Company and request a return or re-work authorization. Only after the authorization from the Company has been received can the work to repair the deficiency proceed. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Buyer; (ii) Buyer-supplied equipment, (iii) unauthorized modifications, misuse or accidents, (iv) operation outside of the environmental specifications of the Product. All Services shall be performed in professional manner, in conformity with industry standards. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **COMPANY INDEMNIFICATION.** The Company shall defend any claim, suit, or proceeding brought against Buyer by a third party ("Claim") insofar as such Claim is based upon an assertion that the use or transfer of any Product delivered hereunder constitutes infringement of a US patent or registered copyright, provided Buyer (i) notifies the Company promptly in writing as to any such Claim, (ii) grants the Company sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Company request for assistance. Should any Product become, or in the Company's opinion be likely to become, the subject of a Claim, the Company may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that the Product is no longer infringing, or (c) request return and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight depreciation over a five (5) year useful life. The Company shall have no liability if the alleged infringement is based on (1) combination with non-Company products; (2) use for a purpose or in a manner for which the Product was not designed; (3) use of any older version when use of a newer Company revision would have avoided the infringement; (4) any modification not made with the Company's written approval; (5) any modifications made by the Company pursuant to Buyer's specific instructions; or (6) any intellectual property right owned or licensed by Buyer or any of its affiliates. Notwithstanding the foregoing, in no event shall the Company's liability to Buyer under this Section exceed the amount paid by Buyer to the Company for any allegedly infringing Product. THIS SECTION STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

16. **BUYER IDEMNIFICATION.** Buyer shall defend, indemnify and hold harmless the Company against any and all losses claims, demands, actions, damages, attorney's fees and costs, however characterized, including but not limited to those involving personal injury, wrongful death, property damage or diminution of value, business damage or diminution of value, patent or copyright infringement, or any other liabilities of any nature as a result of the Company's goods, materials, representations (both implicit and explicit) and/or Services, if, and only if, Buyer is at least partially at fault for said liabilities. Buyer's indemnification of the Company for patent and copyright infringement under this section shall also apply where Buyer (a) modified, altered, or combined the Product with any equipment not supplied by the Company, or (b) used the Product in a manner for which it was not designed.

17. **ENTIRE AGREEMENT.** In the absence of a separate, duly executed volume purchase or similar agreement between the Company and Buyer, BUYER'S PURCHASE OF THE COMPANY PRODUCTS HEREUNDER REPRESENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS BY EITHER PARTY, WHETHER VERBAL OR WRITTEN, CONCERNING THE SUBJECT MATTER HEREOF. The terms and conditions contained herein take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Neither the Company's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. No waiver, change, or modification to the terms and condition herein shall be valid or binding unless in writing and signed by authorized representatives of both parties.

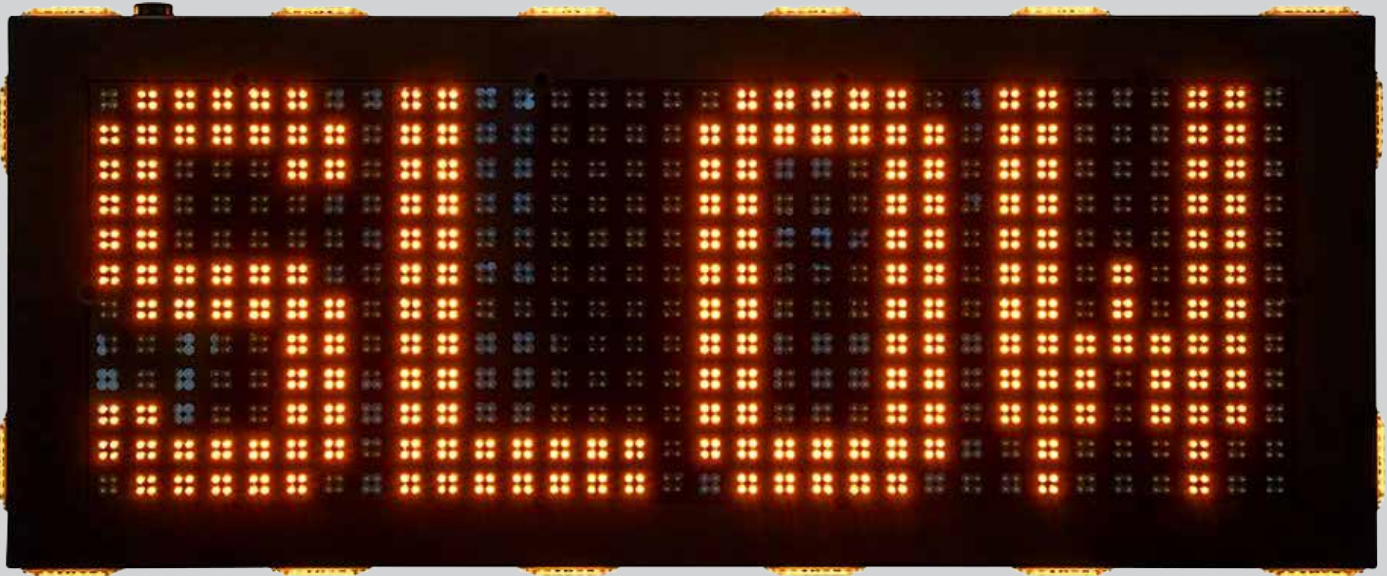
18. **ASSIGNMENT.** This Agreement may not be assigned by Buyer without prior written consent from a duly authorized representative of the Company. This Agreement shall be binding upon the Buyer's permitted successors and assigns.

19. **SURVIVABILITY.** If any provision of this Agreement shall be invalid or unenforceable under any applicable law, such provisions shall not apply in such instance, but the remaining provisions shall be given their full effect in accordance with their terms.

20. **MISCELLANEOUS.** Except as prohibited by US bankruptcy laws, in the event of Buyer's insolvency or inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, the Company may elect to cancel any unfulfilled obligations to Buyer hereunder. The Company shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC) and all other applicable laws. Buyer agrees to execute such financing statements and other documents as the Company may request in order to protect its security interest. If Buyer fails to execute such financing statements and other documents within fourteen (14) days of written request by the Company, then Buyer hereby grants the Company full power and authority to execute and file such financing statement and other documents on Buyer's be

21. **CHOICE OF LAW AND JURISDICTION.** The parties agree that any dispute regarding interpretation or validity of these terms and conditions or relating in any manner to Products or Services sold hereunder shall be governed by the laws, and subject to the jurisdiction of courts, of Minnesota, USA, with any dispute or Claim venue or heard in the State of Minnesota.

22. **NOTICE.** Any notice required under this Agreement shall be valid upon either hand delivery or delivery via United States Mail, postage prepaid, to the parties at the addresses set forth in this Agreement, and if mailed via United States Mail, postage prepaid, be deemed delivered within three (3) days following the date of mailing.



THE 3-IN-1 TRAFFIC REGULATOR

Distracted driving is a danger people working on roadways face every day. Get more drivers to pay attention with this incredibly effective message board. The LED lights and block letters will help direct traffic away from your roadside work zone.

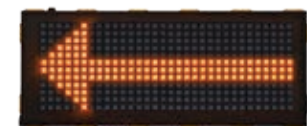
MESSAGE BOARD

When deployed, the Traffic Regulator can display a message board that's legible from 1000+ feet. The operator can choose from 10 messages from the library, or create their own.



ARROW STICK

The Traffic Regulator also functions as an Arrow Board when deployed, giving drivers advanced warning to move out of the work zone.



LIGHTBAR

The light bar can feature up to 18 LED ovals around the perimeter and 4 additional LEDs on the forward-facing side of the unit. Choose from numerous color combinations, including several which are state-specific or no lights at all.



**INCLUDED
WITH YOUR
PURCHASE**



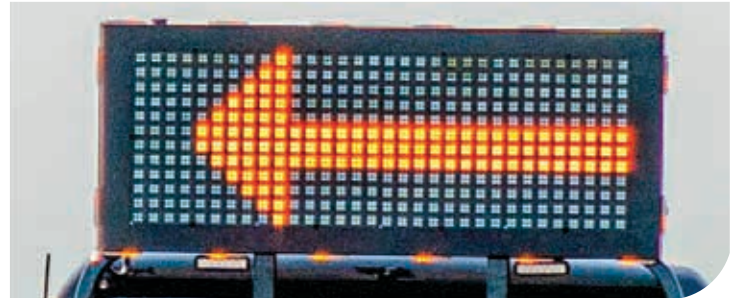
TRAFFIC REGULATOR



**Sign Dial
(Optional)**



**WiFi Tablet
(Optional)**

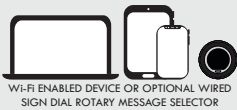


HOW IT WORKS

The truck mounted Traffic Regulator can be deployed in seconds and effectively persuades drivers away from your work zone.

CONNECT TO YOUR TRAFFIC REGULATOR

Connect to the Traffic Regulator through the included tablet that is already paired to your unit, any Wi-Fi-enabled mobile device, or use the optional wired Sign Dial rotary message selector. Your login will remain active for four hours.



WI-FI ENABLED DEVICE OR OPTIONAL WIRED
SIGN DIAL ROTARY MESSAGE SELECTOR



ACTIVATE LIGHTBAR

As you approach your work zone, select the flashers on the menu bar (or flip the dedicated switch inside the cab of your vehicle if flashers are hardwired) to alert traffic. The light bar function of the Traffic Regulator will activate.



DEPLOY MESSAGE SIGN OR ARROW

When needed, select your desired message from the pre-loaded menu. The message board will automatically raise to the upright position and begin directing traffic

KEY FEATURES

- Safety commands are legible from 1,000+ feet for traffic traveling at highway speeds
- 10 Quick Links for operators to select messages for different job scenarios
- 30-degree readability angle allows for visibility when loading vehicles or working a hill
- Waterproof and weatherproof design withstands harsh conditions, including rain, sleet and snow
- Local Wi-Fi signal for effective communication in any location, even remote dead spots
- Option to mount on pylon or truck rack to increase versatility among fleet

LIGHTBAR COLOR OPTIONS:

RED AMBER GREEN BLUE WHITE

MULTI-COLOR OPTIONS:

AMBER/WHITE AMBER/RED AMBER/BLUE AMBER/GREEN
RED/BLUE RED/WHITE BLUE/WHITE GREEN/WHITE



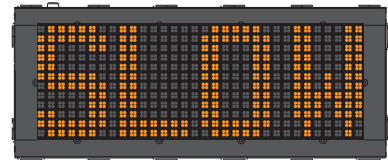
THE SIGN DIAL BY ADDSCO

Our SIGN DIAL controller makes operation as simple as 1-2-3! The rotatry dial allows you to scroll through messages and options quickly, and simple gestures allow you to select and deploy easily. This Patent Pending system allows for quick setup in an easy to use package.



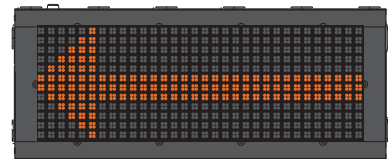
ROTATE

Scroll through messages and options till you find the one you want.



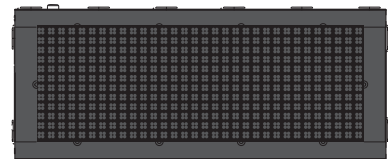
TAP

Tapping the screen selects the message or option.



SWIPE

Using simple gestures, you can clear and stow your sign



PATENT PENDING

KEY FEATURES

- Optimal front panel footprint
- Supported gestures: Tap + Swipe + Turn
- High-resolution display: 245 PPI
- Quick user interface development
- Intuitive development platform
- Library of configurable standard widgets
- Stores hundreds of screens (32MB memory)
- Incorporates pictures: PNG, JPEG, etc.
- Field upgradable application and firmware over CAN J1939 and USB
- Robust: sealed to IP67, high impact strength, chemical resistant
- 1,000,000 encoder cycles
- USB 2.0 or CAN J1939 communications

TOUCHSCREEN

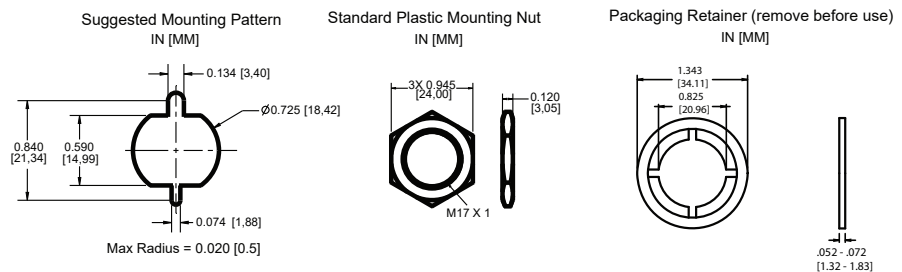
- Optically-bonded display and touch-screen for excellent sunlight readability
- Touchscreen construction: high-resolution PCAP ITO

MATERIALS

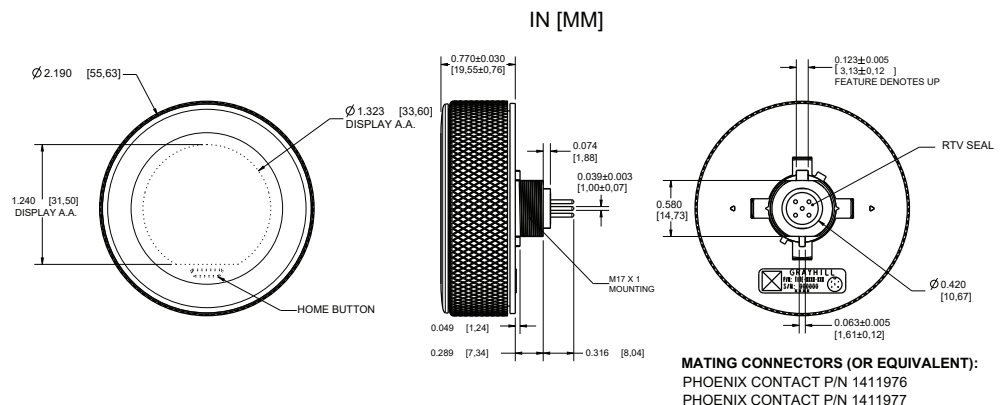
- Cover Lens: polyester
- Knob: 304 Stainless Steel with options: Black Chrome Finish, Silicone Grip, or Nylon Glass Filled
- Rear Housing: nylon
- Mounting Nut: nylon
- RoHS 2018/863 compliant



Mounting Information



Dimensions



PATENT PENDING



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.13. MOU for Permanent Drainage and Utility Easements - Little Ave		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	Resolution No. 2025-232 Executing Joint Powers Agreement with Carver County for Little Avenue Reconstruction		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution 2026-166 Approving Memorandum of Understanding with Saltire LLC for the Purchase of a Permanent Drainage and Utility Easement			
EXPLANATION OF AGENDA ITEM: The City is coordinating the realignment of Little Avenue as part of the Holbrook Development on behalf of Carver County to prepare for the future construction of CSAH 92. A drainage and utility easement is needed from the adjacent parcel owned by Saltire LLC to manage the stormwater runoff from the new roadway alignment. Staff have worked out an agreement with the property owners to grant this easement to the City in exchange for construction of stormwater ponding and water and sewer extensions to serve the eventual development of the parcel. The construction will be completed in multiple phases of the Holbrook Development, starting with the roadway realignment and being completed with the development of the northern portions of the project. Additionally, an easement is needed on the City's Water Treatment Plant property for a pipe connection to collect runoff and direct it into the Little Ave system. The attached easements show the locations and the attached memorandum outlines the agreement between the parties and staff recommends approval.			
ATTACHMENTS: 1. Resolution No. 2026-166 MOU CSAH 92 Easements 2. MOU for Saltire Outlot D 3. Permanent Drainage and Utility Easement Agreement 4. Permanent Drainage and Utility Easement to County Water Treatment			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

CITY OF WACONIA
RESOLUTION NO. 2026-166

RESOLUTION APPROVING EASEMENTS RELATED TO CSAH 92 REALIGNMENT

WHEREAS, the City of Waconia, Minnesota (the “**City**”) desires to acquire a drainage and utility easement from Saltire, LLC, to facilitate the realignment of County State Aid Highway 92, a/k/a Little Avenue (“**CSAH 92**”), the form of which easement is on file in the office of the City Clerk (the “**Pond Easement**”); and

WHEREAS, the City also desires to grant an easement to Carver County, Minnesota, for drainage and utility purposes to facilitate the installation of a stormwater pipe across CSAH 92, the form of which easement is on file in the office of the City Clerk (the “**Pipe Easement**”); and

WHEREAS, the City Council has reviewed both the Pond Easement and the Pipe Easement and finds the terms and conditions contained in such documents acceptable; and

WHEREAS, the City Council has further reviewed a Memorandum of Understanding between the City and Saltire, LLC, related to the acquisition of the Pond Easement, the form of which is on file in the office of the City Clerk (the “**Saltire MOU**”), and finds:

- The obligation of the City to construct certain drainage and stormwater improvements for the benefit of adjacent property owned by Saltire, LLC, is appropriate and shall constitute the entire consideration paid to Saltire, LLC, for the acquisition of the Pond Easement; and
- The other terms and conditions contained in the Saltire MOU are acceptable;

and

WHEREAS, the City Council further finds it is appropriate and in the best interests of the City and its residents to acquire the Pond Easement for the consideration stated in the Saltire MOU and to grant the Pipe Easement to Carver County to facilitate the realignment of CSAH 92; and

WHEREAS, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council finds the acquisition of the Pond Easement and the grant of the Pipe Easement have no relationship to the City’s comprehensive municipal plan and the City may dispense with the requirements of §462.356, subd. 2, to the extent applicable;

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

1. The above recitals and findings are incorporated as part of these resolutions.
2. The acquisition of the Pond Easement and the grant of the Pipe Easement are hereby approved, subject to the terms of this resolution.

3. The form of the Pond Easement and the related Saltire MOU, together with such modifications thereof, deletions therefrom, and additions thereto as the City Administrator or City Attorney deem appropriate, are hereby approved.
4. The form of the Pipe Easement, together with such modifications thereof, deletions therefrom, and additions thereto as the City Administrator or City Attorney deem appropriate, is hereby approved.
5. The Mayor, City Clerk, and City Administrator, and each of them, are hereby authorized to execute, acknowledge, and deliver the Pond Easement, the Saltire MOU, the Pipe Easement, and any other documents or instruments necessary or desirable to effectuate the transactions described in this resolution (collectively, the “**Transaction Documents**”). In the event of the absence or disability of the Mayor, Clerk, or 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.
6. The City Administrator is authorized to pay all costs allocated to the City under the Transaction Documents.

Passed and adopted by the City Council of the City of Waconia on July 20, 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “**Agreement**”) is dated July 20, 2026, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Saltire, LLC, a Minnesota limited liability company (“**Saltire**”). The City and Saltire are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. Saltire owns the parcel of land located in Carver County, Minnesota, which is legally described as Outlot D, HOLBROOK, Carver County, Minnesota, and has been assigned PID 755900880 (the “**Real Property**”).
- B. The City is realigning and improving a public road known as Little Avenue, which lies adjacent to the Real Property (the “**Project**”).
- C. A portion of the Real Property is required for stormwater management facilities that will be part of the Project.
- D. The City desires to purchase a drainage and utility easement from Saltire over a portion of the Real Property to use for the Project.
- E. This Agreement sets forth the understanding of the Parties regarding the matters described above.

NOW THEREFORE, the Parties hereby agree as follows:

TERMS

1. EASEMENT.

1.1. **Grant of Easement.** Subject to the terms and conditions of this Agreement, Saltire shall grant a perpetual drainage and utility easement to the City for the easement area legally described in attached Exhibit A-1 and depicted on attached Exhibit A-2 (the “**Easement Area**”) using the form of easement attached as Exhibit B (the “**Easement**”).

1.2. **Compensation.** As full consideration for Saltire granting the Easement to the City, the City will grant Saltire certain rights to drain stormwater from adjacent portions of the Real Property to stormwater retention improvements located within the Easement Area and will construct certain improvements benefiting the Real Property, as described in the Easement and Section 10 below. The parties agree that such drainage rights and improvements exclusively serving the Real Property have a value of \$340,000.00 (the “**Compensation**”) and that the City will issue a 1099 to Saltire for this amount.

2. **DUE DILIGENCE.** The City has performed certain due diligence related to the Real Property and believes, based on this limited due diligence review, that the Easement Area is appropriate for the City's intended use. The City may enter onto the Real Property, from time to time, to conduct additional due diligence investigation at the City's expense including, but not limited to, environmental, geotechnical, and other testing. The City shall, at its expense, repair any damage resulting from the City's inspection and testing activities. Further, the City may, at its expense, examine title to the Real Property. Saltire shall take such action as is necessary to have any person/entity with a mortgage on the Real Property consent to the Easement. Between the date of this Agreement and the Closing Date, the City may cancel this Agreement upon notice to Saltire if the City is not satisfied with the results of its due diligence investigation or the state of title.

3. **CLOSING.** The Parties shall meet on _____, 2026, at 1:00 p.m. or such other earlier date and time mutually agreed to by the Parties (the "**Closing Date**"), at which time the closing of the grant of the Easement (the "**Closing**") shall occur. The Closing shall take place at the offices of Melchert Hubert Sjodin, PLLP, at its Waconia, Minnesota location, or at such other place as the parties may agree.

4. **SALTIRE'S CLOSING OBLIGATIONS.** At the Closing, Saltire shall:

- 4.1. Execute and deliver the Easement to the City.
- 4.2. Execute and deliver a FIRPTA affidavit confirming non-foreign status.
- 4.3. Execute and deliver a W-9 tax reporting certificate.
- 4.4. Execute and deliver such other documents or instruments as the City may reasonably require.

5. **CITY'S CLOSING OBLIGATIONS.** At the Closing, the City shall:

- 5.1. Provide funds for any expenses and closing costs allocated to the City by this Agreement.

6. **COSTS AND PRORATIONS.** Expenses and closing costs associated with the Easement and the transactions contemplated hereby shall be borne by the Parties as follows:

6.1. **Recording Fees, Closing Fees, and Title Costs.** The City shall pay all recording fees related to the Easement.

6.2. **Consultants.** Each Party shall pay the cost of its own attorneys, brokers, agents, and consultants, retained in the course of negotiating and accomplishing this Agreement.

7. **ERRORS.** If any errors or omissions are made at Closing with regard to the preparation

of the closing statement, the terms and conditions of other Closing documents or the failure to have executed and delivered a document or instrument called for by this Agreement, the Parties shall make the appropriate corrections and payments due and owing to each other resulting therefrom, or execute and deliver such required documents or instruments, promptly after the discovery of any such error or omission.

8. **NO LIABILITIES ASSUMED.** Except as expressly provided for in this Agreement, the City is not assuming, and shall not be liable for, any liabilities, obligations, responsibilities, claims, expenses, losses, or causes of action related to Saltire's ownership and operation of the Real Property.

9. **OPERATION UNTIL CLOSING; AS-IS EASEMENT CONVEYANCE.** Between the date of this Agreement and the Closing Date, Saltire shall maintain the Real Property in good condition and repair, remain responsible for all damage to the Real Property, and carry reasonable liability insurance covering all occurrences on the Real Property. Except as expressly set forth in this Agreement to the contrary, the City shall accept the Easement Area in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS."

10. **CONSTRUCTION OF IMPROVEMENTS**

10.1. **Construction.** As part of its Project, the City shall cause the following improvements to be constructed at no expense to Saltire:

- 10.1.1. A stormwater retention pond and related improvements within Easement Area;
- 10.1.2. A 6" watermain extending into the Real Property, as generally depicted on attached Exhibit C, including necessary valves, two hydrants, and two service lines; and
- 10.1.3. An 8" sanitary sewer main extending into the Real Property, as generally shown on attached Exhibit C, including two manholes and two sanitary sewer service connections.
- 10.1.4. A widened median for Little Avenue that accommodates a southbound left turn crossing, a 3/4 access to enter the portion of the Real Property lying outside of the Easement Area, and a northbound right turn lane to enter the Real Property, as generally depicted on attached Exhibit D;

10.2. **Completion.** The City shall use reasonable efforts to cause the improvements described above to be completed no later than December 31, 2028.

11. **REPRESENTATIONS AND WARRANTIES.** Saltire represents and warrants to the City that as of the date of this Agreement and as of the Closing Date:

11.1. **Authority.** Saltire has the legal and corporate authority to enter into this Agreement and to convey the Easement. The individual executing this Agreement on behalf of Saltire has the legal and corporate authority to execute this Agreement on behalf of Saltire and to bind Saltire.

11.2. **Status of Saltire.** There have been no bankruptcy or dissolution proceedings involving Saltire. There are no unsatisfied judgments of record against Saltire. There are no state or federal tax liens filed against Saltire. There has been no labor or materials furnished to the Real Property for which payment has not been paid.

11.3. **Status of the Real Property.** The Real Property is vacant land. Excepting this Agreement, there are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Real Property. There are no persons in possession of any portion of the Real Property other than pursuant to a recorded document. To the best of Saltire's knowledge, the Real Property and the improvements thereon, if any, are not in violation of any statute, law, ordinance or regulation. There is no action, litigation, governmental investigation, condemnation, or administrative proceeding of any kind pending or threatened with respect to any portion of the Real Property. To the best of Saltire's knowledge, there are no hazardous substances located on or about the Real Property. There are no wells located on the Real Property. There are no underground or above ground storage tanks of any size or type located on the Real Property. There is no sewage generated at the Real Property. To the best of Saltire's knowledge, methamphetamine production has not occurred on the Real Property. If airport zoning regulations affect the Real Property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the Real Property is located.

11.4. **Survival.** The representations and warranties set forth above will survive Closing and Saltire's delivery of the Easement.

12. NOTICES.

12.1. **City.** All notices that Saltire may desire or is required to give to the City shall be deemed sufficiently given or rendered if in writing and i) personally delivered to the City at: Shane Fineran, City Administrator, City of Waconia, 201 South Vine Street, Waconia, Minnesota 55387 (the "**City's Address**"); ii) sent to the City's Address via overnight courier with item tracking; or iii) sent to the City's Address via registered or certified U.S. Mail. The effective date of a notice or communication shall be deemed to be the day of delivery in the case of personal delivery or, in the case of delivery via overnight courier or U.S. Mail, the day after the same is deposited with the overnight courier or the U.S. Postal Service, as applicable. The City may change its address for notice at any time by giving Saltire notice of the change.

12.2. **Saltire.** All notices or communications that the City may desire or is required to give to Saltire shall be deemed sufficiently given or rendered if in writing and i) personally

delivered to Saltire, LLC, at:7250 Laketown Parkway, Waconia MN 55387 (“**Saltire’s Address**”); ii) sent to Saltire’s Address via overnight courier with item tracking; or iii) sent to Saltire’s Address via registered or certified U.S. Mail. The effective date of a notice or communication shall be deemed to be the day of delivery in the case of personal delivery or, in the case of delivery via overnight courier or U.S. Mail, the day after the same is deposited with the overnight courier or the U.S. Postal Service, as applicable. Saltire may change its address for notice at any time by giving the City notice of the change.

13. **ADDITIONAL TERMS REGARDING ACQUISITION**

13.1. **Relocation Assistance Included in Compensation.** Saltire agrees that the Compensation includes all amounts Saltire may be entitled to under Minn. Stat. §117.52 (Uniform Relocation Assistance) and under federal relocation assistance laws. As such, no additional relocation payments will be made to Saltire.

13.2. **No Tenants.** Saltire represents there are no tenants using any portion of the Real Property. Saltire agrees not to enter any leases prior to closing unless Saltire first obtains the City’s written consent, which the City may grant or deny in the City’s sole discretion.

13.3. **Mutual Release.** Except for obligations expressly stated in this Agreement or the Easement, each Party hereby fully and forever releases, acquits, and discharges the other Party, and each Party’s officials, employees, agents, representatives, successors, and assigns, from any and all claims, demands, actions, causes of action, damages, or liabilities of any kind, whether known or unknown, arising out of or relating in any way to: i) the grant of the Easement contemplated herein; ii) any potential or alleged governmental taking or inverse condemnation; and iii) any eminent domain action including any implied or threatened eminent domain action involving the Real Property. This mutual release shall survive delivery of the Easement and shall be binding on the successors and assigns of the Parties.

14. **FURTHER ACTS.** In addition to the acts recited in this Agreement, the Parties, and each of them, agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

15. **MISCELLANEOUS.** Neither Party shall assign this Agreement or any of its rights and obligations hereunder without the other Party’s prior, written consent. The Parties have participated jointly in the negotiation and drafting of this Agreement and no presumption or burden of proof shall arise favoring or disfavoring any Party. The word “including” means including without limitation. The Parties intend each representation, warranty, and covenant contained in this Agreement to have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. No waiver of a default shall be implied from any omission by a Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall

affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The Parties represent and warrant to each other that no commission or fee is due regarding this Agreement. All preliminary negotiations are merged into and incorporated in this Agreement. This Agreement can only be modified or amended by another written agreement signed by both Parties. Subject to the first sentence of this paragraph, this Agreement shall bind and inure to the benefit of the respective heirs, successors and assigns of the Parties. In any dispute or litigation between the Parties concerning the default or alleged default by a Party under this Agreement, the prevailing Party shall be entitled to reimbursement by the other Party of all reasonable attorneys' fees and court costs incurred in such dispute or litigation. This Agreement is governed by and shall be construed according to Minnesota law, exclusive of choice of law rules. Time is of the essence. The exhibits attached to this Agreement and the provisions contained in such exhibits are incorporated by reference as terms of the Agreement. Further, the provisions contained in the introductory paragraph and the recitals of this Agreement are also incorporated as terms of the Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email, or other electronic means (e.g., pdf) shall be deemed binding, delivered, and enforceable. This Agreement shall become effective only upon full execution and delivery by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding of the date first written above.

[Signature pages follow.]

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING

SALTIRE, LLC

Brian Falk, CEO

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING

CITY OF WACONIA

Tim Litfin, its Mayor

Jackie Schulze, its Assistant City Administrator/ City Clerk

EXHIBIT A-1

Legal Description of Easement Area

That part of Outlot D, HOLBROOK, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Commencing at the northwest corner of said Outlot D; thence South 23 degrees 46 minutes 19 seconds West, assumed bearing along the westerly line of said Outlot D, a distance of 35.13 feet; thence southerly along a tangential curve and along said westerly line, concave to the east, having a central angle of 24 degrees 59 minutes 26 seconds, a radius of 840.00 feet for an arc distance of 366.38 feet to the point of beginning; thence North 89 degrees 44 minutes 26 seconds East, a distance of 307.67 feet to the east line of said Outlot D; thence South 00 degrees 15 minutes 34 seconds East, along said east line a distance of 340.64 feet; thence South 66 degrees 07 minutes 32 seconds West, a distance of 181.90 feet; thence South 12 degrees 01 minutes 38 seconds East, a distance of 82.86 feet; thence South 60 degrees 36 minutes 39 seconds West, a distance of 12.66 feet to said westerly line of Outlot D; thence northerly along said westerly line, along a non-tangential curve, concave to the southwest, having a central angle of 01 degrees 01 minutes 38 seconds, a radius of 2936.00 for an arc distance of 52.63 feet, the chord of said curve bears North 23 degrees 08 minutes 11 seconds West and a chord length of 52.63 feet; thence North 23 degrees 39 minutes 00 seconds West, tangent to said curve and along said westerly line a distance of 144.78 feet; thence northerly along a tangential curve, concave to the east, having a central angle of 22 degrees 25 minutes 53 seconds, a radius of 840.00 feet for an arc distance of 328.86 feet to the point of beginning.

EXHIBIT A-2

Diagram of Easement Area

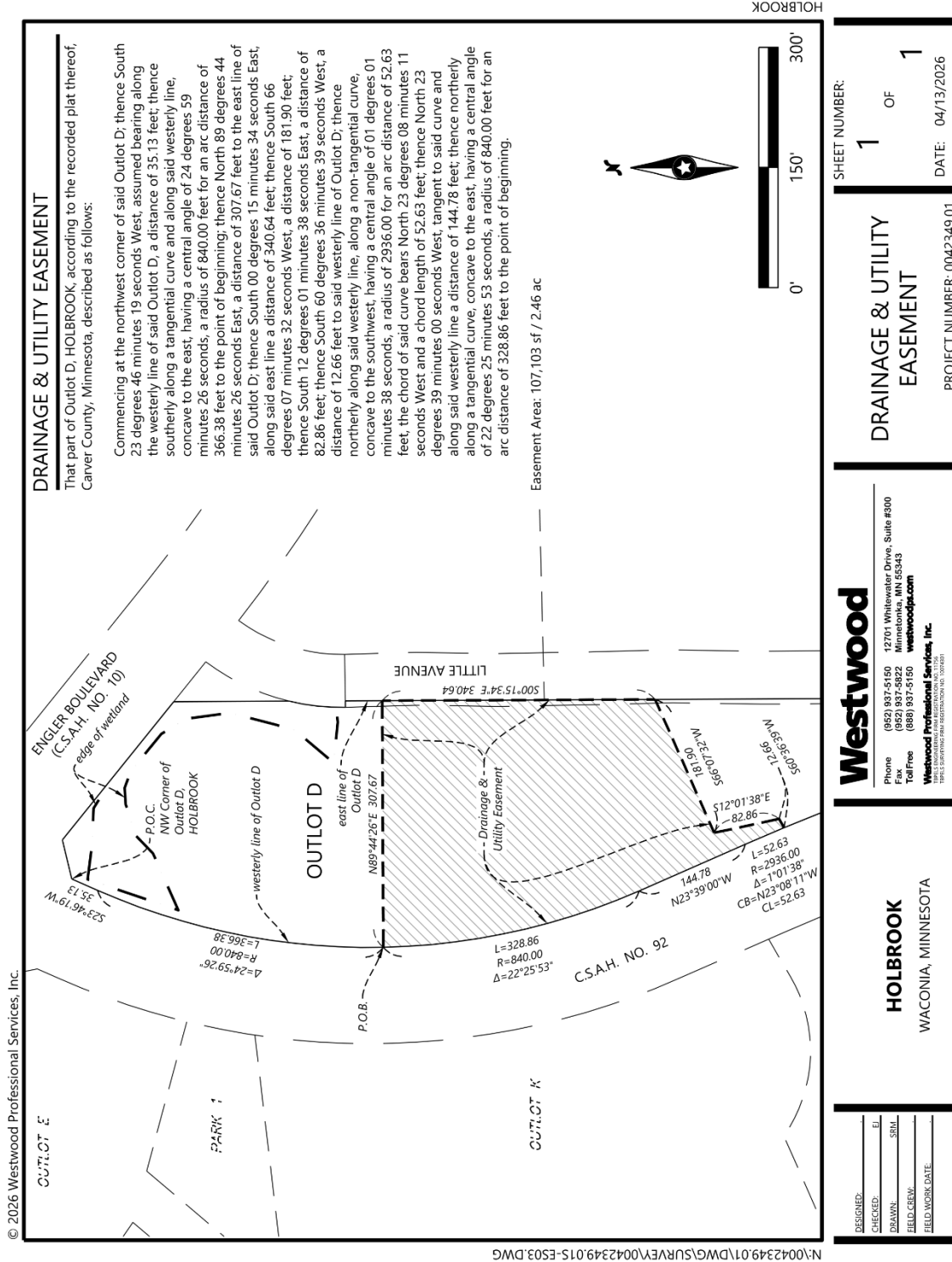


EXHIBIT B

Form of Easement

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

This Permanent Drainage and Utility Easement Agreement (the “**Agreement**”) is dated July 20, 2026, and is between Saltire, LLC, a Minnesota limited liability company (“**Grantor**”) and the City of Waconia, Minnesota, a Minnesota municipal corporation, its successors, and assigns (“**Grantee**”).

RECITALS

- A. Grantor owns certain real property described as Outlot D, HOLBROOK, Carver County, Minnesota (“**Grantor’s Property**”).
- B. The portion of Grantor’s Property legally described on attached Exhibit A and depicted as “Drainage & Utility Easement” on attached Exhibit B is referred to in this Agreement as the “**Easement Area**”.
- C. The portion of Grantor’s Property lying outside of the Easement Area (i.e., the northerly and southerly portions of Outlot D unencumbered by the easement) are referred to in this Agreement as the “**Remaining Property**”.
- D. This Agreement sets forth the understanding of Grantor and Grantee regarding the Easement Area and grants the Remaining Property certain rights to drain stormwater to the Easement Area.

TERMS

1. **Incorporation of Recitals.** The above recitals are incorporated as terms of this Agreement.

2. **Easement.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee a permanent, exclusive, and assignable easement for ponding, drainage, and utility purposes over, under, and across the Easement Area. This easement includes, but is not limited to: i) the right of Grantee, its officers, employees, agents, contractors, designees, successors, and assigns to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, inspect, alter, and replace ponding, drainage, utility, and related improvements of such size, type, character, and manner as Grantee may determine; and ii) the right to use and remove, from time to time, all earth, soil, rocks, fill, trees, timber, shrubs, grasses, and objects within the Easement Area. The easement also includes the right to permit cities, townships, utility companies and others to enter and go

upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, and replace utilities (it being permissible for the crossarm members of overhead utility facilities to overhang lands adjacent to the Easement Area). Grantor shall not: i) construct fences, retaining walls, or other obstructions within the Easement Area; ii) till the ground, plant trees, or hinder the flow of surface water within the Easement Area; or iii) do anything else that interferes with Grantee's use of the Easement Area.

3. **Ownership of Improvements.** All improvements constructed, installed, or existing under the authority of this easement shall be the property of Grantee, other governmental entities or utilities entitled to use the Easement Area, or their successors and assigns, as their interests may appear.

4. **Drainage Rights.** Grantee agrees that Grantor, its successors, and assigns have the right to drain Qualified Stormwater from the Remaining Property into the stormwater holding pond located in the Easement Area. This is an appurtenant right that benefits the Remaining Property and burdens the Easement Area. For purposes of this Agreement, "**Qualified Stormwater**" means stormwater from up to 2.9 acres of impervious surface on the Remaining Property. If the impervious surface on the Remaining Property exceeds 2.9 acres at any time, Grantor shall take all measures necessary, at Grantor's expense, to prevent such excess stormwater from draining to the Easement Area.

5. **Condition of Real Property.** Grantee shall not be responsible for any costs, damages, losses, demands, or obligations arising from the existence, release, or threatened release of hazardous substances, pollutants, or contaminants relating to the Easement Area prior to the date of this easement or, except to the extent caused by Grantee, thereafter.

6. **Title.** Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Easement Area and there are no undisclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, easements, encumbrances, or other verbal or written agreements that would prevent the granting of the easement. Grantor warrants it has a good and lawful right to convey the easement and that Grantor will defend title to the Easement Area.

7. **Run with the Land.** This easement and the drainage rights granted herein run with the land and are binding upon Grantor, Grantee, and their heirs, successors, grantees, and assigns.

8. **Miscellaneous.**

8.1. **Interpretation, Amendment and Severability.** The title of this Agreement and the captions of the articles, sections and subsections hereof, are for convenience only and shall not be used to interpret this Agreement. This Agreement may be amended, modified, or terminated at any time by an agreement in writing,

executed and acknowledged by Grantor and Grantee, or their respective heirs, successors, grantees, or assigns.

8.2. **Enforcement.** Grantor, Grantee, and their heirs, successors, grantees, and assigns shall have the right to enforce this Agreement by proceedings at law or in equity and shall have the right to pursue any and all legal and equitable remedies. Remedies shall be deemed cumulative, not exclusive. Failure to enforce any provision of this Agreement shall not be deemed a waiver of the right to do so thereafter. There are no intended third-party beneficiaries of this Agreement.

8.3. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota, exclusive of choice of law rules.

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

[Signature pages follow.]

SIGNATURE PAGE TO PERMANENT DRAINAGE AND UTILITY EASEMENT

GRANTOR

Saltire, LLC

Brian Falk, CEO

STATE OF MINNESOTA

)

) SS.

COUNTY OF CARVER

)

This instrument was acknowledged before me this ____ day of _____, 2026, by Brian Falk, the CEO of Saltire, LLC, a Minnesota limited liability company, on behalf of such company.

Notary Public

SIGNATURE PAGE TO PERMANENT DRAINAGE AND UTILITY EASEMENT

GRANTEE

City of Waconia

Tim Litfin, Mayor

Jackie Schulze, Assistant City Administrator/City Clerk

STATE OF MINNESOTA

)

) ss.

COUNTY OF CARVER

)

The foregoing instrument was acknowledged before me this 20th day of July, 2026,
by Tim Litfin and Jackie Schulze, the Mayor and Clerk, respectively, of the City of Waconia,
a Minnesota municipal corporation, by and on behalf of the municipal corporation

Notary Public

Melchert Hubert Sjodin, PLLP
Attorneys at Law
121 West Main Street, #200
Waconia, MN 55387

Before execution and recording:

[Attach legal of easement area, MOU Exhibit A-1, as Exhibit A to easement.]

[Attach diagram of easement area, MOU Exhibit A-2, as Exhibit B to easement.]

Exhibit B

EXHIBIT C
Diagram of Certain Improvements

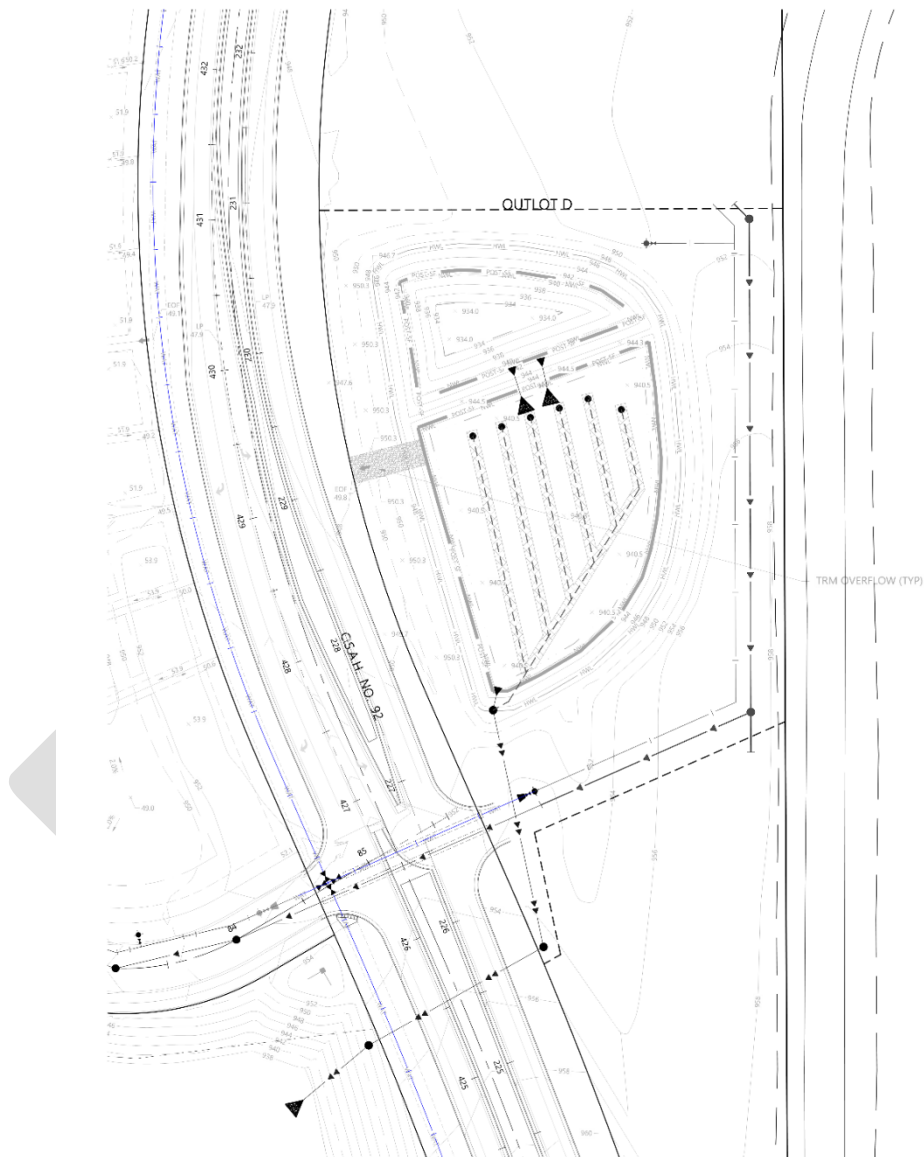


Exhibit C

Page 75 of 199

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

This Permanent Drainage and Utility Easement Agreement (the “**Agreement**”) is dated July 20, 2026, and is between Saltire, LLC, a Minnesota limited liability company (“**Grantor**”) and the City of Waconia, Minnesota, a Minnesota municipal corporation, its successors, and assigns (“**Grantee**”).

RECITALS

- A. Grantor owns certain real property described as Outlot D, HOLBROOK, Carver County, Minnesota (“**Grantor’s Property**”).
- B. The portion of Grantor’s Property legally described on attached Exhibit A and depicted as “Drainage & Utility Easement” on attached Exhibit B is referred to in this Agreement as the “**Easement Area**”.
- C. The portion of Grantor’s Property lying outside of the Easement Area (i.e., the northerly and southerly portions of Outlot D unencumbered by the easement) are referred to in this Agreement as the “**Remaining Property**”.
- D. This Agreement sets forth the understanding of Grantor and Grantee regarding the Easement Area and grants the Remaining Property certain rights to drain stormwater to the Easement Area.

TERMS

- 1. **Incorporation of Recitals.** The above recitals are incorporated as terms of this Agreement.
- 2. **Easement.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee a permanent, exclusive, and assignable easement for ponding, drainage, and utility purposes over, under,

and across the Easement Area. This easement includes, but is not limited to: i) the right of Grantee, its officers, employees, agents, contractors, designees, successors, and assigns to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, inspect, alter, and replace ponding, drainage, utility, and related improvements of such size, type, character, and manner as Grantee may determine; and ii) the right to use and remove, from time to time, all earth, soil, rocks, fill, trees, timber, shrubs, grasses, and objects within the Easement Area. The easement also includes the right to permit cities, townships, utility companies and others to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, and replace utilities (it being permissible for the crossarm members of overhead utility facilities to overhang lands adjacent to the Easement Area). Grantor shall not: i) construct fences, retaining walls, or other obstructions within the Easement Area; ii) till the ground, plant trees, or hinder the flow of surface water within the Easement Area; or iii) do anything else that interferes with Grantee's use of the Easement Area.

3. **Ownership of Improvements.** All improvements constructed, installed, or existing under the authority of this easement shall be the property of Grantee, other governmental entities or utilities entitled to use the Easement Area, or their successors and assigns, as their interests may appear.

4. **Drainage Rights.** Grantee agrees that Grantor, its successors, and assigns have the right to drain Qualified Stormwater from the Remaining Property into the stormwater holding pond located in the Easement Area. This is an appurtenant right that benefits the Remaining Property and burdens the Easement Area. For purposes of this Agreement, "**Qualified Stormwater**" means stormwater from up to 2.9 acres of impervious surface on the Remaining Property. If the impervious surface on the Remaining Property exceeds 2.9 acres at any time, Grantor shall take all measures necessary, at Grantor's expense, to prevent such excess stormwater from draining to the Easement Area.

5. **Condition of Real Property.** Grantee shall not be responsible for any costs, damages, losses, demands, or obligations arising from the existence, release, or threatened release of hazardous substances, pollutants, or contaminants relating to the Easement Area prior to the date of this easement or, except to the extent caused by Grantee, thereafter.

6. **Title.** Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Easement Area and there are no undisclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, easements, encumbrances, or other verbal or written agreements that would prevent the granting of the easement. Grantor warrants it has a good and lawful right to convey the easement and that Grantor will defend title to the Easement Area.

7. **Run with the Land.** This easement and the drainage rights granted herein run with the land and are binding upon Grantor, Grantee, and their heirs, successors, grantees, and assigns.

8. **Miscellaneous.**

8.1. **Interpretation, Amendment and Severability.** The title of this Agreement and the captions of the articles, sections and subsections hereof, are for convenience only and shall not be used to interpret this Agreement. This Agreement may be amended, modified, or terminated at any time by an agreement in writing, executed and acknowledged by Grantor and Grantee, or their respective heirs, successors, grantees, or assigns.

8.2. **Enforcement.** Grantor, Grantee, and their heirs, successors, grantees, and assigns shall have the right to enforce this Agreement by proceedings at law or in equity and shall have the right to pursue any and all legal and equitable remedies. Remedies shall be deemed cumulative, not exclusive. Failure to enforce any provision of this Agreement shall not be deemed a waiver of the right to do so thereafter. There are no intended third-party beneficiaries of this Agreement.

8.3. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota, exclusive of choice of law rules.

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

[Signature pages follow.]

SIGNATURE PAGE TO PERMANENT DRAINAGE AND UTILITY EASEMENT

GRANTOR

Saltire, LLC

Brian Falk, CEO

STATE OF MINNESOTA)
) SS.
COUNTY OF CARVER)

This instrument was acknowledged before me this ____ day of _____
_____, 2026, by Brian Falk, the CEO of Saltire, LLC, a Minnesota limited liability company,
on behalf of such company.

Notary Public

SIGNATURE PAGE TO PERMANENT DRAINAGE AND UTILITY EASEMENT

GRANTEE

City of Waconia

Tim Litfin, Mayor

Jackie Schulze, Assistant City Administrator/City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 20th day of July, 2026, by Tim Litfin and Jackie Schulze, the Mayor and Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation, by and on behalf of the municipal corporation

Notary Public

Melchert Hubert Sjodin, PLLP
Attorneys at Law
121 West Main Street, #200
Waconia, MN 55387

Exhibit A

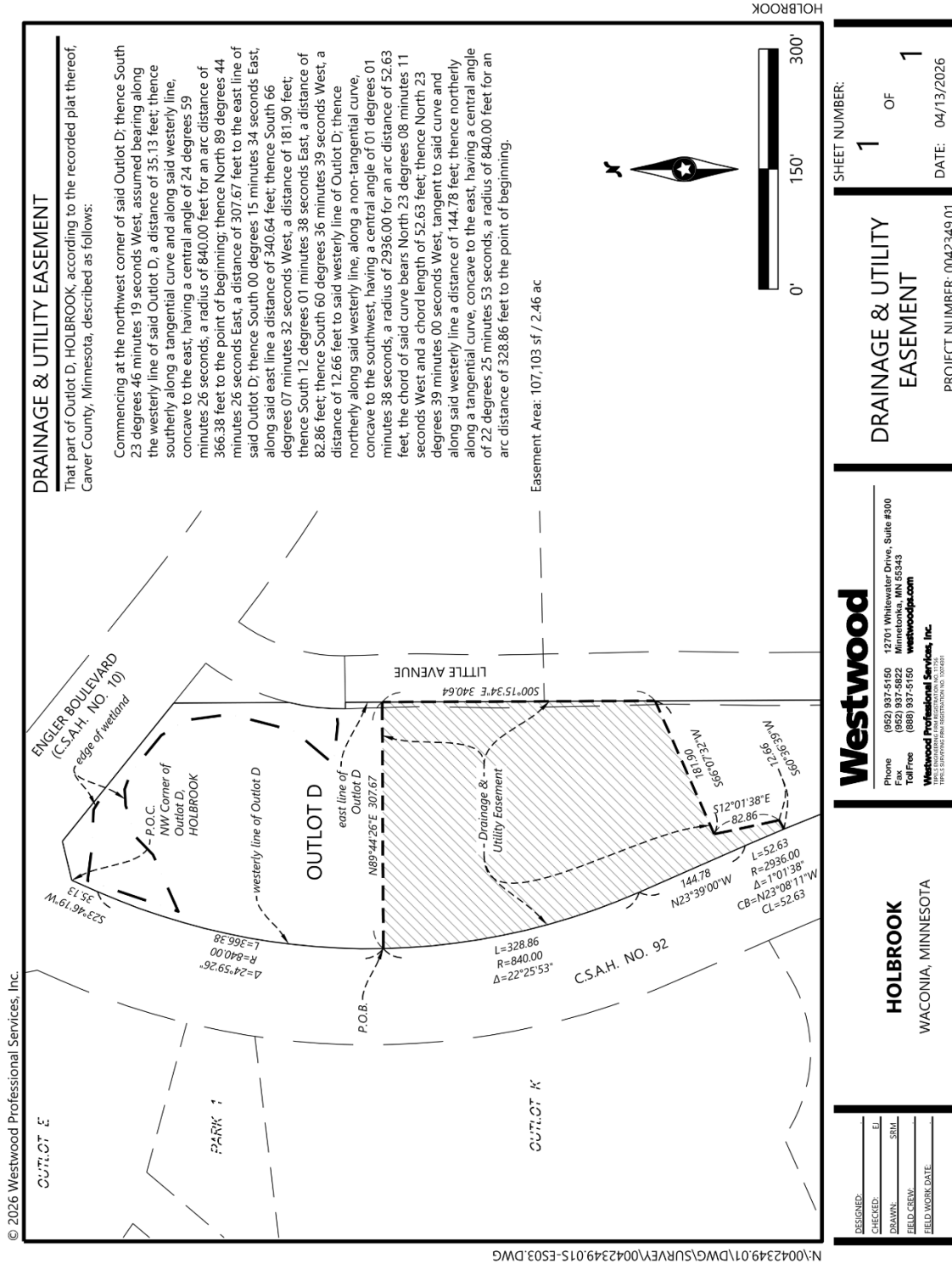
Legal Description of Easement Area

That part of Outlot D, HOLBROOK, according to the recorded plat thereof, Carver County, Minnesota, described as follows:

Commencing at the northwest corner of said Outlot D; thence South 23 degrees 46 minutes 19 seconds West, assumed bearing along the westerly line of said Outlot D, a distance of 35.13 feet; thence southerly along a tangential curve and along said westerly line, concave to the east, having a central angle of 24 degrees 59 minutes 26 seconds, a radius of 840.00 feet for an arc distance of 366.38 feet to the point of beginning; thence North 89 degrees 44 minutes 26 seconds East, a distance of 307.67 feet to the east line of said Outlot D; thence South 00 degrees 15 minutes 34 seconds East, along said east line a distance of 340.64 feet; thence South 66 degrees 07 minutes 32 seconds West, a distance of 181.90 feet; thence South 12 degrees 01 minutes 38 seconds East, a distance of 82.86 feet; thence South 60 degrees 36 minutes 39 seconds West, a distance of 12.66 feet to said westerly line of Outlot D; thence northerly along said westerly line, along a non-tangential curve, concave to the southwest, having a central angle of 01 degrees 01 minutes 38 seconds, a radius of 2936.00 for an arc distance of 52.63 feet, the chord of said curve bears North 23 degrees 08 minutes 11 seconds West and a chord length of 52.63 feet; thence North 23 degrees 39 minutes 00 seconds West, tangent to said curve and along said westerly line a distance of 144.78 feet; thence northerly along a tangential curve, concave to the east, having a central angle of 22 degrees 25 minutes 53 seconds, a radius of 840.00 feet for an arc distance of 328.86 feet to the point of beginning.

EXHIBIT B

Diagram of Easement Area



PERMANENT DRAINAGE AND UTILITY EASEMENT

Date July 20, 2026

The City of Waconia, a Minnesota municipal corporation ("**Grantor**"), owns real property in Carver County, Minnesota, legally described on the attached Exhibit A ("**Grantor's Property**").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Carver County, a political subdivision of the State of Minnesota, its successors and assigns ("**Grantee**") a permanent, exclusive, and assignable easement for drainage and utility purposes over, under, and across the portion of Grantor's Property legally described on attached Exhibit B-1 and depicted on attached Exhibit B-2 (the "**Easement Area**").

This easement includes, but is not limited to: i) the right of Grantee, its officers, employees, agents, contractors, designees, successors, and assigns (the "**Grantee Parties**") to enter and go upon the Easement Area at any time to construct, install, erect, maintain, operate, repair, remove, reconstruct, inspect, alter, and replace stormwater drainage utility pipes, and related improvements; and ii) the right to use and remove, from time to time, all earth, soil, rocks, fill, trees, timber, shrubs, grasses, and objects within the Easement Area.

All improvements constructed, installed, or existing under the authority of this easement shall be the property of Grantee, other governmental entities, or utilities entitled to use the Easement Area, or their successors and assigns, as their interests may appear.

Grantor shall not, without prior written approval of Grantee: i) construct fences, retaining walls, or other obstructions within the Easement Area; ii) till the ground, plant trees, or hinder the flow of surface water within the Easement Area; or iii) do anything else that interferes with Grantee's right to use of the Easement Area.

Grantor represents and warrants to Grantee that Grantor is the sole owner of fee simple title to the Easement Area and there are no undisclosed mortgages, contracts for deed, leases,

rental agreements, occupancy agreements, easements, encumbrances or other verbal or written agreements that would prevent the granting of the easement. Grantor warrants it has a good and lawful right to convey the easement and that Grantor will defend title to the Easement Area.

Grantee shall not be responsible for any costs, damages, losses, demands, or obligations, relating to a release or threatened release of hazardous substances, pollutants, or contaminants relating to the Easement Area prior to the date of this instrument or, except to the extent caused by Grantee, thereafter.

This easement runs with the land and is binding upon Grantor and Grantor's heirs, successors, and assigns. References to "Grantor" in this easement include Grantor and Grantor's heirs, successors, and assigns.

This instrument shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, Grantor has executed this instrument effective the day and year first above written.

[Signature page follows.]

SIGNATURE PAGE TO PERMANENT DRAINAGE AND UTILITY EASEMENT

GRANTOR:

City of Waconia, a Minnesota municipal corporation

By: Tim Liftin
Its Mayor

By: Jackie Schulze
Its Assistant City Administrator/City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 20th day of July , 2026, by Tim Litfin and Jackie Schulze, the Mayor and Clerk, respectively, of the City of Waconia, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY
AND RETURN TO:

Melchert Hubert Sjodin, PLLP
Attorneys at Law
121 West Main Street, #200
Waconia, MN 55387
CLM/jam

EXHIBIT A

Legal Description of Grantor's Property

The Southeast Quarter of the Northwest Quarter of Section 30, Township 116, Range 24, lying southerly of a line described as follows: Commencing at a point on the west line of said Southeast Quarter of Northwest Quarter a distance of 2159 feet south of the north line of Section 30; thence East parallel with the north line of said Southeast Quarter of Northwest Quarter to the east line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

EXHIBIT B-1

Legal Description of Easement

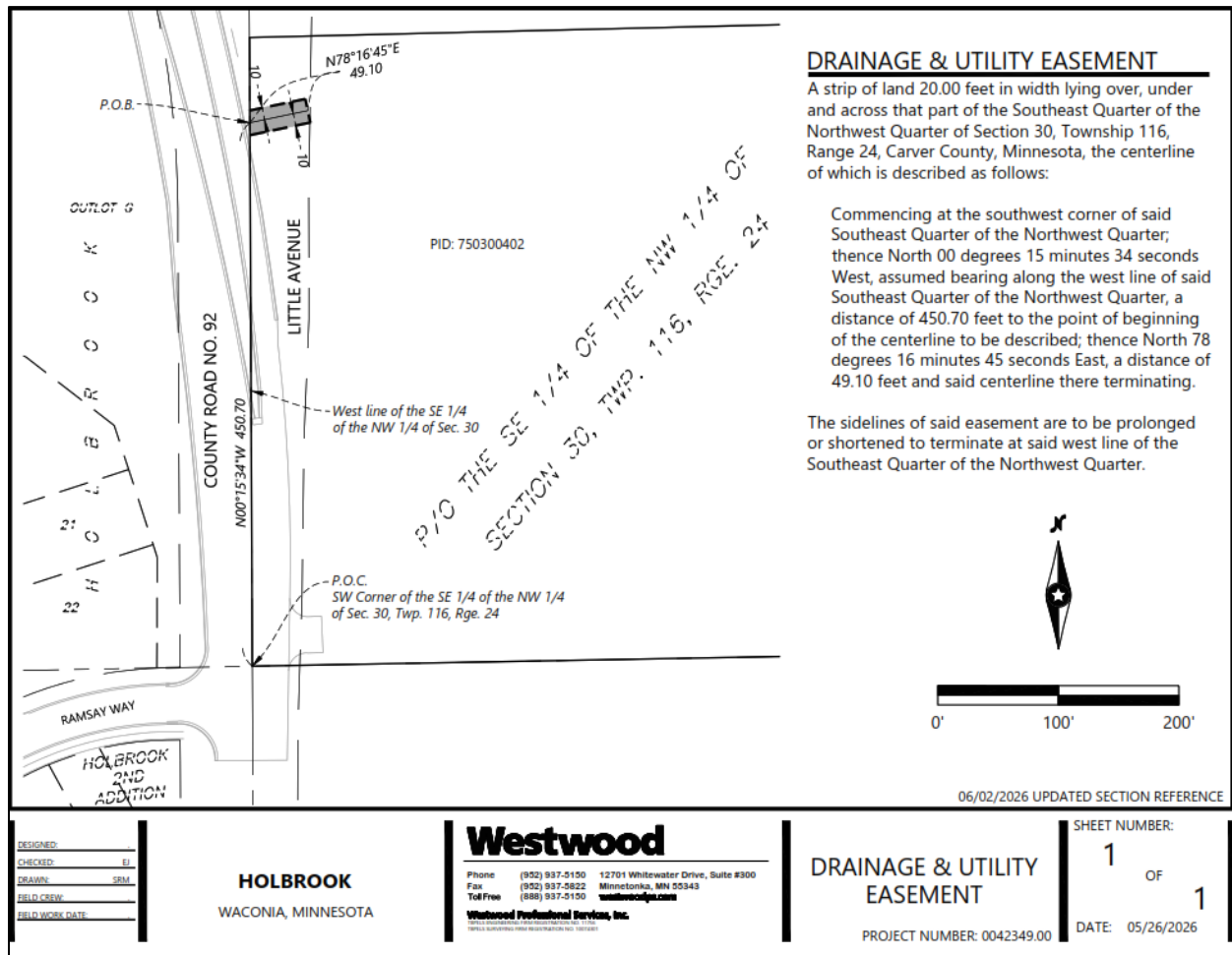
A strip of Land 20.00 feet in width lying over, under and across that part of the Southeast Quarter of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, the centerline of which is described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Northwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, assumed bearing along the west line of said Southeast Quarter of the Northwest Quarter, a distance of 450.70 feet to the point of beginning of the centerline to be described; thence North 78 degrees 16 minutes 45 seconds East, a distance of 49.10 feet and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said west line of the Southeast Quarter of the Northwest Quarter.

EXHIBIT B-2

Diagram of Permanent Drainage and Utility Easement Area





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.14. Woodland Trail Early Grading Agreement & Permit – Tamarack Land		
Originating Dept:	Community Development		
Presented By:	Lane Braaten		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-167 approving the Early Grading Agreement and Permit for Woodland Trail			
EXPLANATION OF AGENDA ITEM: On April 6, 2026, the City Council approved the Woodland Trail Preliminary Plat per Resolution 2026-112. The Developer, Tamarack Land, has submitted a final plat application, an annexation petition, and has requested a permit to conduct early grading work on the property prior to the City Council acting on the final development agreement for the site. Staff prepared a proposed Early Grading Agreement and Permit for Woodland Trail, a copy of which is attached for the Council's review and consideration. Staff recommends approval of the early grading agreement language as proposed with the understanding that the agreement cannot be finalized until such time as the subject property is legally within the Waconia City Limits.			
ATTACHMENTS: 1. Resolution No. 2026-167 Approving Early Grading Agreement Woodland Trail 2. Early Grading Agreement Woodland Trail			
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required		ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____	

**CITY OF WACONIA
RESOLUTION NO. 2026-167**

**RESOLUTION APPROVING EARLY GRADING AGREEMENT
AND PERMIT FOR WOODLAND TRAIL**

WHEREAS, Tamarack Land, LLC (the “**Developer**”) owns real property in the process of being annexed into the City of Waconia (the “**City**”) and proposed to be developed as the Woodland Trail residential planned unit development; and

WHEREAS, the City Council approved the Woodland Trail Preliminary Plat on April 20th, 2026 via Resolution 2026-112; and

WHEREAS, the Developer has requested a permit to conduct certain early grading work on the Property prior to the City Council acting on the Development Agreement; and

WHEREAS, a proposed Early Grading Agreement and Permit for Woodland Trail has been drafted and is attached to this resolution as Exhibit 1 (the “**Agreement**”); and

WHEREAS, the City Council finds it is in the best interests of the City to approve the 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 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, upon final approval of the annexation by the State of Minnesota, are hereby authorized to execute, acknowledge, and deliver the Agreement and any other documents or instruments necessary or desirable to effectuate the transactions described in the 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 20th day of July 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

EXHIBIT 1
Early Grading Agreement & Permit

**EARLY GRADING AGREEMENT AND PERMIT
FOR
WOODLAND TRAIL
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated July 20, 2026 (the “**Effective Date**”) and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Tamarack Land, LLC, a Minnesota limited liability company (the “**Developer**”).

RECITALS

WHEREAS, Developer owns the real property legally described as Outlot K, AIRPORT ROAD ADDITION, Carver County, Minnesota, which is located at 350 Airport Road, Waconia, and is depicted on attached Exhibit A (the “**Property**”); and

WHEREAS, the Developer previously petitioned the City to plat the Property as a residential development named WOODLAND TRAIL, Carver County, Minnesota (“**Woodland Trail**”); and

WHEREAS, on April 20, 2026, the City Council of the City (the “**City Council**”) passed Resolution No. 2026-112 conditionally approving a preliminary plat (“**Preliminary Plat**”) for Woodland Trail; and

WHEREAS, the development of Woodland Trail will require the realignment of an adjacent segment of Airport Road and a new public lift station for sanitary sewage (collectively, “**Associated Public Improvements**”); and

WHEREAS, Carver County, Minnesota, currently owns the parcels of property where the Associated Public Improvements will be located, which are Outlots N and M, AIRPORT ROAD ADDITION, Carver County, Minnesota (the “**County Property**”); and

WHEREAS, the Developer has requested a permit to conduct certain early grading work on the Property and the County Property prior to the City Council acting on the final plat for Woodland Trail because such early grading is required to prepare for the construction of the Associated Public Improvements; and

WHEREAS, the Developer acknowledges there are practical, legal, and financial risks associated with early grading, including the following: (“**Early Grading Risks**”):

Unresolved conditions of preliminary plat approval and other issues with the development of Woodland Trail may result in revisions to the layout of the development, lot sizing, lot quantity, utility locations, road locations, road sizes, and other items shown in the Preliminary Plat;

Additional approvals will be required to proceed with the development of the Property, and such approvals may not be granted; and

A development agreement and other agreements are required to proceed with the development of the Property that have not yet been negotiated or executed; and

WHEREAS, the Developer's engineer, _____, has prepared preliminary grading plans for the Property dated _____, 2026 (the "**Grading Plans**"); and

WHEREAS, the Developer desires to perform grading on the Property and the County Property as depicted and described in the Grading Plans (the "**Early Grading Improvements**"); and

WHEREAS, the City finds it is appropriate to grant a permit for the Early Grading Improvements because such grading is necessary to facilitate the timely and orderly realignment of Airport Road and the installation of a public lift station, as described above;

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

TERMS

1. INTRODUCTORY MATTERS.

1.1. **Incorporation of Documents.** The following are incorporated by reference as agreements of the City and the Developer:

1.1.1 The recitals set forth above;

1.1.2 The exhibits attached to this Agreement; and

1.1.3 The City resolutions referred to in the above recitals and the exhibits attached to such resolutions (the "**City Resolutions**").

1.2. **City Approval.** Except when this Agreement expressly provides to the contrary, any reference to "approval" or "consent" required from the City shall refer to joint approval or consent granted by the City Public Services Director and the City Engineer.

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 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.

“Minnesota” means the State of 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 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.

3. **PREPARATION.** Prior to any early grading occurring on the Property, the Developer shall provide proof to the City Public Services Director and City Engineer that the following requirements have been met for the entire Property, at the Developer’s expense:
 - 3.1. **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, the Developer shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined by the City Engineer. Moreover, the Developer shall restore the portions of the Property that will be held for future development, including the Saltire Property, to a condition acceptable to the City Engineer and all Governmental Entities with jurisdiction.
 - 3.2. **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.
 - 3.3. **Plan for Construction Access.** The Developer shall have submitted and received approval for construction access to the Property from the City Engineer.
 - 3.4. **Approvals from County.** The Developer shall have, at its expense, obtained all rights and permissions required by the County to make Early Grading Improvements on the County Property.
 - 3.5. **Approvals from Other Governmental Entities.** The Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction for the Early Grading Improvements. 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.

4. **GRADING WORK.**

- 4.1. **Approval of Contractors.** The City must approve all contractors selected by the Developer to perform all, or any portion of, the Early Grading Improvements. The City reserves the right to require evidence of competency and adequate financial strength of any such contractor selected by the Developer. Prior to commencing work on the Early Grading Improvements, the Developer and its contractors shall attend a pre-construction meeting with the City Engineer and City Public Services Director.
- 4.2. **Bid and Contract Documents.** The Developer shall provide copies of all bids, contracts, change orders, supplier lists, and subcontractor lists related to the Early Grading Improvements to the City Engineer as they become available.
- 4.3. **Commencement Date.** The Developer may commence work on the Early Grading Improvements any time after the City Public Services Director and City Engineer confirm the requirements set forth in Section 3 have been met.
- 4.4. **Labor and Materials.** All labor and materials needed to complete the Early Grading Improvements shall be performed and provided in a good and workmanlike manner and in strict conformance with the Preliminary Plat, the Grading Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. Further, the Early Grading Improvements shall be completed at no expense to the City. If the City requests the Developer to perform work or furnish materials in addition to the Early Grading Improvements, such work must be approved by the City Council, and the City will not be liable to pay for any such work unless such approval has been obtained.
- 4.5. **Noise.** The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code).
- 4.6. **Staking, Surveying, and Inspections.** The Developer, through its engineer, shall provide all staking, surveying, and inspection for the Early Grading Improvements to ensure the completed Early Grading Improvements conform to the Grading Plans. The Developer must notify the City Engineer of all tests to be performed. Copies of all soil testing, correction areas, and density tests for all structures and public improvements must be submitted to the City upon completion.
- 4.7. **Unsatisfactory Labor or Material.** If the City Engineer or its designated representative rejects as defective or unsuitable any material or labor

supplied by the Developer, then the rejected material must be removed and replaced with approved material and the rejected labor must be done again to the specifications and approval of the City Engineer, all at the sole expense of the Developer.

- 4.8. **Completion.** The Developer shall substantially complete the Early Grading Improvements to the satisfaction and approval of the City Engineer and the City Council no later than 120 days after the Effective Date of this Agreement, subject to delays due to casualty, labor strikes, material shortages, or other causes beyond the Developer's reasonable control.
- 4.9. **Final Inspection.** When the Early Grading Improvements are substantially completed, the Developer shall notify the City Engineer, and the City Engineer and representatives of the Developer's contractor(s) and/or engineer shall make a final inspection of the work. Before final payment is made to the contractor by the Developer, the City Engineer shall be satisfied that all Early Grading Improvements have been satisfactorily completed in accordance with the Grading Plans and the Developer's engineer shall submit a written statement attesting to the same.
- 4.10. **License for Entry.** 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 Early Grading Improvements.
- 4.11. **Street Cleaning.** The Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by construction of the Early Grading Improvements. 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.
- 4.12. **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 construction of the Early Grading Improvements. The Developer shall promptly notify the City Public Services Director or City Engineer of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 10 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damage within 10 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.

5. FINANCIAL GUARANTY.

- 5.1. **Letter of Credit.** To assure the installation of the Early Grading 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**") in the amount of \$200,000.00 (which equals 120% of the estimated cost of the Early Grading Improvements). If the Developer fails to install the Early Grading Improvements in accordance with the provisions of this Agreement or otherwise breaches its obligations under this Agreement, the City may notify the Developer in writing of such breach. If the Developer fails to cure the breach within 10 days of receipt of the City's written notice, the City may declare a default under this Agreement. Thereafter, the City may draw upon the Letter of Credit to cure the breach. The City's right to draw upon the Letter of Credit includes the right to make one or more draws in such amounts as the City may determine, in its sole discretion, are needed to cure the breach. The Letter of Credit 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.
- 5.2. **Release.** The Developer may apply to the City for the release of all or a portion of the Letter of Credit as follows:
- 5.2.1 When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit; or
- 5.2.2 When the Early Grading Improvements have been completed, the Developer may apply to have the Letter of Credit released in its entirety.
- 5.3. **Expiration.** If the Letter of Credit 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 to avoid the loss of surety.
- 5.4. **Failure to Perform.** If, after any 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 the

Letter of Credit, to enter the Property, and to cure the default. If the default consists of the Developer's failure to install any of the Early Grading Improvements in accordance with the provisions of this Agreement, the City may, at its sole option, do any of the following: i) cure the default by performing the work in accordance with this Agreement and the Grading Plans; ii) seek any other remedy available at law or in equity, iii) both; or iv) nothing. The City may reimburse itself for all costs and expenses from the Letter of Credit arising out of or related to curing any default by the Developer, including reasonable legal and consulting fees. 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 that 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 5.4.

- 5.5. **Costs.** The City's costs for processing any Letter of Credit release request shall be billed to the Developer at \$125.00 per hour with a minimum of 1 hour per release, which fee shall be paid by the Developer to the City within 30 days of billing. Any request for release of a Letter of Credit shall be either approved or denied within 30 days of being made in writing to the City.
- 5.6. **Deficiency.** If Letter of Credit funds are used by the City and found to be insufficient to pay or reimburse the City in total as required herein, the Developer shall, upon being invoiced by the City, pay any deficiency amount to the City within 10 days of receiving the City's invoice. If the Developer fails to pay any amount invoiced to the Developer, in full, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against the Property, or any part thereof. The Developer acknowledges 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 Letter of Credit funds received by the City, the City shall, upon making such determination, refund to the Developer any monies in the City's possession that are in excess of the amount needed by the City. In addition to the above, the City may seek a civil judgment against the Developer.
6. **PERMIT.** This Agreement constitutes a grading permit for the Developer to make the Early Grading Improvements on the Property in conformance with the requirements of this Agreement. Except as expressly provided in this Agreement or the Grading Plans, the permit does not allow the construction of underground utilities.
7. **EARLY GRADING RISKS ACCEPTED BY THE DEVELOPER.**
 - 7.1. **General.** The Developer understands and acknowledges the Early Grading Risks and agrees to proceed with construction of the Early Grading Improvements on the Property at its own risk. The Developer has no right to

make any improvements or alterations to the Property other than the Early Grading Improvements until the Developer: i) executes a developer's agreement in form and content acceptable to the City; ii) posts the financial security required by the developer's agreement; iii) is in conformance with the terms of the City Resolutions; and iv) has executed and recorded the Final Plat.

- 7.2. **Final Grading Plans Not Yet Approved.** The Grading Plans are preliminary and have not been approved by the City. When the City reviews and considers the Developer's Final Plat application, the City will also review and comment on the Developer's construction plans, including final Grading Plans. Nothing herein prevents the City from requesting modifications to the Grading Plans as part of its future review.

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 Early Grading 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 Early Grading Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Early Grading Improvements. 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. **Liability and 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. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer, as an inducement to the City to enter into this Agreement, represents and warrants to the City as follows:

- 9.1. **Ownership.** The Developer has a fee ownership interest in the Property.

- 9.2. **County Property.** Prior to entering onto the County Property, the Developer will have obtained all rights and permissions required by the County to make Early Grading Improvements to the County Property.
- 9.3. **Developer's Engineer.** Developer has retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare the Grading Plans; and such engineer has prepared the Grading Plans in conformance with the City's standard specifications for such work.
- 9.4. **Execution No Violation.** The execution, delivery, and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement, or instrument to which the Developer is a party or by which it, or the Property, is bound.
- 9.5. **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.
10. **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 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 funds 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, the Developer hereby grants the City and the City's employees, representatives, or agents the right to enter the Property as described in Section 5.4 above 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 or in equity, including, but not limited to, injunctive relief for compliance with this Agreement.
11. **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: Community Development Director

Email: lbraaten@waconia.org

If to the Developer:

Tamarack Land, LLC
1536 Beachcomber Blvd
Waconia, MN 55387
Attn: Reid Schulz
Email: reid.schulz@tamarackland.com

12. MISCELLANEOUS.

- 12.1. **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 liability for full performance of this Agreement unless the City expressly releases the Developer in writing. This Agreement may be recorded against the Property by the City.
- 12.2. **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.
- 12.3. **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.
- 12.4. **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 the Letter of Credit furnished by the Developer, the non-prevailing party shall pay the prevailing party’s reasonable attorneys’ fees and legal costs.
- 12.5. **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 contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

- 12.6. **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 as a result of 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.
- 12.7. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 12.8. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 12.9. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 12.10. **Modification.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- 12.11. **Non-Waiver.** The action or inaction of the City or the Developer shall not constitute a waiver of any provision of this Agreement. To be binding, waivers shall be in writing, signed by the party making the waiver and, if the waiver is by the City, approved by written resolution of the City Council.
- 12.12. **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.
- 12.13. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries

of this Agreement. Without limiting the general nature of the immediately preceding sentence, Saltire is not an intended third-party beneficiary.

- 12.14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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

[Signature pages follow.]

SIGNATURE PAGE TO EARLY GRADING AGREEMENT AND PERMIT

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 20th day of July, 2026, by Tim Litfin and Jackie Schulze, the Mayor and Assistant City Administrator, respectively, of the City of Waconia, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO EARLY GRADING AGREEMENT AND PERMIT

Tamarack Land, LLC

Signature: _____

Print Name: _____

Title: _____

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ (*name*), the _____ (*title*) of Tamarack Land, LLC, a Minnesota limited liability company, for and on behalf of the company.

Notary

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A
Diagram of Property

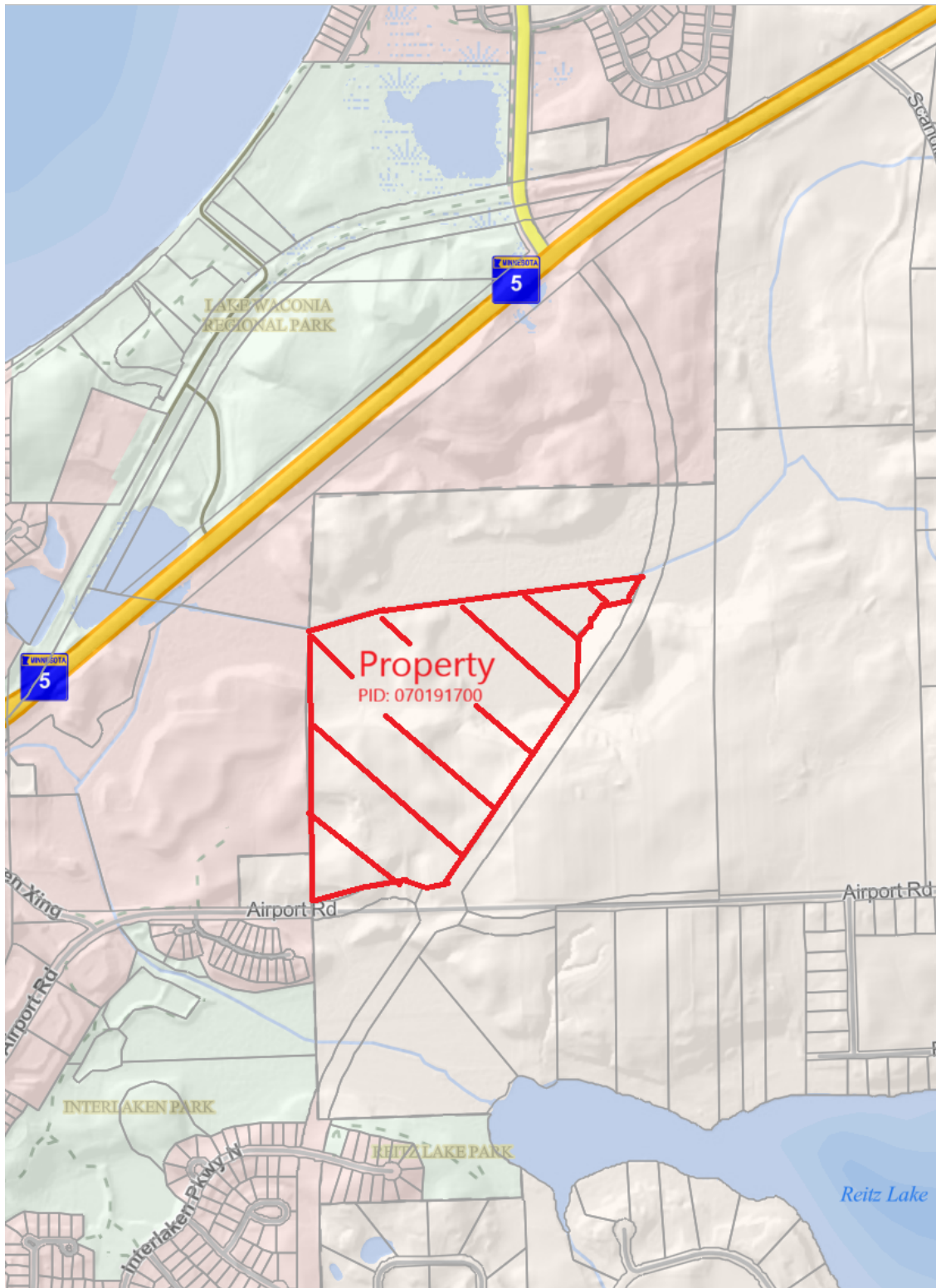


Exhibit A



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.15. Approve Gambling Raffle Application Church of St. Joseph
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-168 approving application for Exempt Permit Raffle with Church of St. Joseph, Carver County Fair Adopt Resolution No. 2026-169 approving application for Exempt Permit Raffle with Church of St. Joseph, Nickle Dickle Day	
EXPLANATION OF AGENDA ITEM: The City has received two exempt permit applications from the Church of St. Joseph to conduct raffles on August 16, 2026, at the Carver County Fairgrounds, and for September 19, 2026, at the St. Joseph Education Center, 41 1st Street East in Waconia.	
ATTACHMENTS: 1. Resolution No. 2026-168 Exempt Permit Church of St. Joseph County Fair 2. Resolution No. 2026-169 Exempt Permit Church of St. Joseph NDD	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-168**

**RESOLUTION APPROVING AN APPLICATION FOR EXEMPT PERMIT
CHURCH OF ST. JOSEPH**

WHEREAS, an application for an Exempt Permit has been received in the Office of the City Administrator from the Church of St. Joseph to conduct a Raffle on August 16, 2026; and

WHEREAS, the Church of St. Joseph requested this exempt permit in order to conduct a raffle at the Carver County Fairgrounds at 501 3rd Street West in Waconia as stated on the application; and

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

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

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the application for Exempt Permit to conduct a raffle at the Church of St. Joseph, St. Joseph Education Center, 41 1st Street East in Waconia on September 19, 2026, contingent upon completion of all forms, payment of fees, receipt of certificate of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO. 2026-169**

**RESOLUTION APPROVING AN APPLICATION FOR EXEMPT PERMIT
CHURCH OF ST. JOSEPH**

WHEREAS, an application for an Exempt Permit has been received in the Office of the City Administrator from the Church of St. Joseph to conduct a Raffle on September 19, 2026; and

WHEREAS, the Church of St. Joseph requested this exempt permit in order to conduct a raffle at the St. Joseph Education Center, 41 1st Street East in Waconia as stated on the application; and

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

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

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the application for Exempt Permit to conduct a raffle at the Church of St. Joseph, St. Joseph Education Center, 41 1st Street East in Waconia on September 19, 2026, contingent upon completion of all forms, payment of fees, receipt of certificate of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.16. Designate Outdoor Area for Nickle Dickle Day Festival
Originating Dept:	Administration
Presented By:	
Previous Council Action:	none
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 20226-171 Approving Off-Premise Location for Chumly's Bar.	
EXPLANATION OF AGENDA ITEM: Vici Scheuble, owner of Chumly's Bar, is requesting that the vacant lot at 116 Main Street W be authorized to be utilized to support events surrounding Nickle Dickle Day for the consumption and sales of alcoholic beverages. State statute permits the holder of on-sale alcoholic beverages to sell and serve alcoholic beverages off-premise as part of a community festival or event as long as adequate insurance liability is held by the applicant for the event and/or parcel. The sale and service of alcoholic beverages will be confined to the property located at 116 Main Street W and will cease at 10:00 p.m. on Saturday, September 19th at 10:00 p.m.	
ATTACHMENTS: 1. Resolution No. 2026-171 Off Premise Chumly's NDD	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-171**

**RESOLUTION APPROVING OUTDOOR AREA
FOR COMMUNITY FESTIVAL FOR CHUMLY'S BAR**

WHEREAS, A request has been received in the Office of the City Administrator from Chumly's Bar for an event to be held on September 19, 2026, at 116 Main Street West in Waconia for Nickle Dickle Day; and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the lot at 116 Main Street West with the use of the premises to cease at 10:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the off-premise location for Chumly's Bar on September 19, 2026, contingent upon receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.17. Liquor License Application
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-172 approving on-sale and Sunday Liquor License application.	
EXPLANATION OF AGENDA ITEM: An application for a On-Sale and Sunday-Sale Liquor License has been submitted and reviewed for the establishment listed on Resolution No. 2026-172. The on-sale license and Sunday-Sale license will be issued upon approval by the State of Minnesota's Alcohol and Gambling Division, and upon all conditions of licensing being met in accordance with City Ordinances which include completion of all forms, payment of fees and fines, receipt of certificate of insurance proof of payment of state and local taxes, approval by the State Department of Revenue and the Bureau of Criminal of Apprehension.	
ATTACHMENTS: 1. Resolution No. 2026-172 Liquor License Application	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

CITY OF WACONIA

RESOLUTION NO. 2026-172

RESOLUTION APPROVING LIQUOR LICENSE APPLICATION

**Hoff Bros LLC
dba Olive and Elm Restaurant
135 Olive Street, Waconia**

WHEREAS, An application for a new on-sale liquor license and Sunday Day Liquor License have been received in the Office of the City clerk; and

WHEREAS, the applicant and their requested licenses/permits are identified as:

Hoff Bros LLC
Dba Olive and Elm Restaurant
135 Olive Street
WACONIA, MINNESOTA

WHEREAS, the license will be issued contingent upon receipt of appropriate fees and certificates of insurance as required by City Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the license and permit as indicated above for the term August XXX, 2026, through January 31, 2027.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.18. On Sale Tap Room License
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-173 approving an On-Sale Tap Room, Off-Sale Small Brewer, and Sunday Sale license application	
EXPLANATION OF AGENDA ITEM: An application for an on-sale tap room, off-sale small brewer, and a Sunday-sale liquor license has been submitted and reviewed for the establishment listed on Resolution No. 2026-173. The on-sale tap room, off-sale small brewer, and Sunday-sale license will be issued upon approval by the State of Minnesota's Alcohol and Gambling Division, and upon all conditions of licensing being met in accordance with City Ordinances which include completion of all forms, payment of fees and fines, receipt of certificate of insurance, proof of payment of state and local taxes, approval by the State Department of Revenue and the Bureau of Criminal Apprehension.	
ATTACHMENTS: 1. Resolution No. 2026-173 Liquor License WBC	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

CITY OF WACONIA

RESOLUTION NO. 2026-173

**RESOLUTION APPROVING LIQUOR LICENSE APPLICATION
WACONIA BREWING COMPANY
255 MAIN STREET WEST
WACONIA, MINNESOTA**

WHEREAS, An application for a on sale tap room, off sale small brewer, and Sunday sale Liquor License have been received in the Office of the City clerk; and

WHEREAS, the applicant and their requested licenses/permits are identified as:

Waconia Brewing Company
255 Main Street West
Waconia, Minnesota

WHEREAS, the license will be issued contingent upon receipt of appropriate fees and certificates of insurance as required by City Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the license and permit as indicated above for the term August 1, 2026, through January 31, 2027.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: July 20, 2026	
Item Name: 8.19. Approve Sidewalk Cafe License and Encroachment Agreement	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Discussion
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-174 Approving the Sidewalk Cafe License and Encroachment Agreement with Waconia Brewing Company EXPLANATION OF AGENDA ITEM: The Waconia Brewing Company, consistent with City Ordinance 570, is requesting renewal of an application for a sidewalk Café License. The applicant is requesting the use of four (4) parking spaces in front of the location at 255 Main Street West to be used as an outdoor patio space. The applicant has indicated that the outdoor patio space will be constructed and installed exactly as it was in 2025. The City Ordinance states that no license for a sidewalk café shall be issued or renewed until <i>"The council has found that the sidewalk café will not unduly restrict the safe usage of the public sidewalk or municipal parking lot, as applicable, after taking into consideration the location of the proposed sidewalk café, pedestrian traffic and vehicular traffic."</i> Staff is recommending approving of the proposed Sidewalk Café License and Encroachment agreement subject to the conditions stated in Resolution No. 2026-174. ATTACHMENTS: 1. Resolution No. 2026-174 Sidewalk Cafe and Encroachment 2. Project Location Map	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

**CITY OF WACONIA
RESOLUTION NO. 2026-174**

**RESOLUTION APPROVING
SIDEWALK CAFÉ LICENSE AND ENCROACHMENT AGREEMENT
FOR WACONIA BREWING COMPANY
255 MAIN STREET WEST
WACONIA, MINNESOTA**

WHEREAS, consistent with City Ordinance 570, the City of Waconia (the “**City**”) has received a renewal application for a sidewalk café license submitted by Waconia Brewing Company (the “**Applicant**”) for the property located at 255 Main Street West; and

WHEREAS, the City Council has found that the sidewalk café will not unduly restrict the safe usage of the adjacent municipal parking lot based on the proposed location of the sidewalk café, pedestrian traffic and vehicular traffic; and

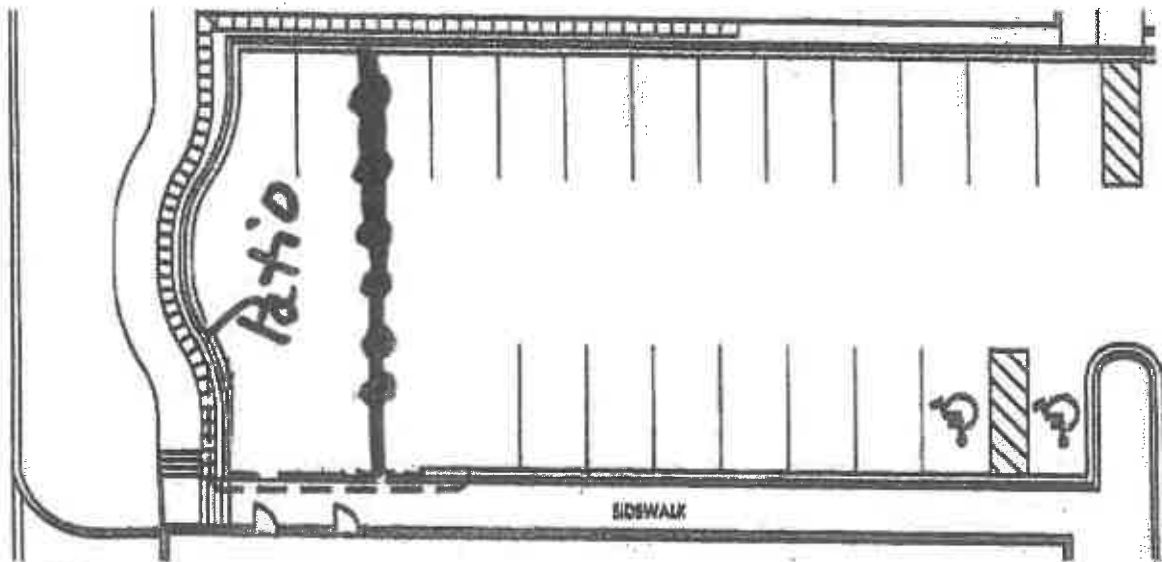
NOW, THEREFORE, BE IT RESOLVED THAT, THE City Council hereby approved a sidewalk café license and related encroachment agreement of Waconia Brewing Company with the following conditions:

1. The applicant must pay all necessary fees and deposits prior to renewal of the license.
2. The applicant must execute the related encroachment agreement.
3. The applicant must provide evidence of commercial general liability insurance in the amounts specified in the ordinance.
4. The applicant must provide evidence of worker’s compensation insurance.

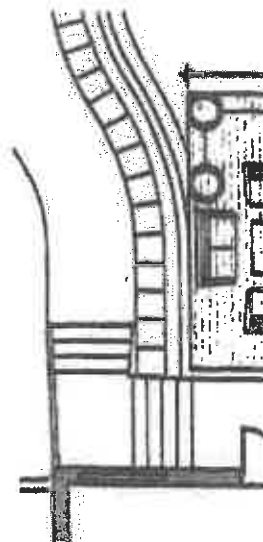
Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

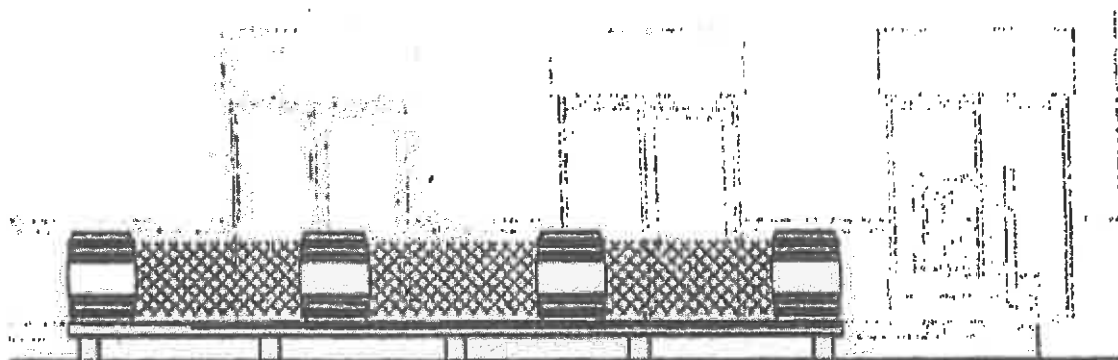
Attest: _____
Jackie Schulze, Assistant City Administrator



1 SITE REFERENCE PLAN
1/16" = 1'-0"



3 ENLARGED PLAN
1/8" = 1'-0"



2 FRONT ELEVATION
1/4" = 1'-0"

WACONIA BREWING COMPANY
PATIO ADDITION
255 W MAIN ST.
WACONIA, MN
55387



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.20. Cannabis Retail Registration Application
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-175 approving the Cannabis Retail Registration Application	
EXPLANATION OF AGENDA ITEM: On December 16, 2024, the Council adopted Ordinance No. 778 approved amendments to Chapter 515 of the City Code related to Cannabis regulation. This added provision governing the registration of retail cannabis businesses within the city, regulating temporary cannabis events, regulating lower potency hemp edibles, and prohibiting the use of cannabis in public places. The ordinance limits the number of retail cannabis business registrations within the City to two (not applicable to businesses only selling lower potency hemp edibles), sets forth the process for obtaining a retail registration, and prohibits certain acts in connection with the retail sale of cannabis. A cannabis retail registration application has been received and reviewed by Staff for the establishment listed on Resolution No. 2026-175. The license will be issued upon approval by the State of Minnesota and upon all conditions of licensing being met in accordance with City Ordinances, which include completion of all forms, payment of fees, and receipt of certificate of insurance.	
ATTACHMENTS: 1. Resolution No. 2026-175 Cannabis Business License	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2026-175**

**RESOLUTION APPROVING
CANNABIS BUSINESS LICENSE APPLICATION
REDUX CANNABIS LLC
212 MAIN STREET WEST
WACONIA**

WHEREAS, the City of Waconia Amended Chapter 515 of the City Code related to cannabis sales on October 20, 2025; and

WHEREAS, the City of Waconia received the following Cannabis Business License Application in the Office of the City Clerk; and

Redux Cannabis LLC
212 Main Street West
Waconia, Minnesota

WHEREAS, License will be issued contingent upon receipt of appropriate fees and certificates of insurance as required by City Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the licenses and permits as indicated above for the term August 1, 2026, through January 31, 2027.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.21. Accepting Cash Donation for War Memorial Maintenance and Preservation		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-176 Accepting Cash Donation for War Memorial Maintenance and Preservation EXPLANATION OF AGENDA ITEM: The City received the following donations for war memorial maintenance and preservation at City Square Park: American Legion Post 150 - Community Giving Foundation - \$6,350 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the parks department fund 2026 budget. Offsetting expenditures for the maintenance and preservation work are recognized in the 2026 parks department actual expenditures.			
ATTACHMENTS: 1. Resolution No 2026-176 Donation Memorial			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☐ Budgeted ☒ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2026-176**

**RESOLUTION ACCEPTING CASH DONATION FOR WAR MEMORIAL MAINTENANCE &
PRESERVATION**

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>
American Legion Post 150	Cash	\$6,350
Community Giving Foundation		

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 in the General Fund-Parks Department for maintenance and preservation of the war memorials located in City Square Park.

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 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	8.22. Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-177 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association EXPLANATION OF AGENDA ITEM: The City received a donation from the Waconia Fire Department Gambling Board totaling \$24,435. The gambling board approved this donation as a pass-through for the following purposes: \$ 1,000 – Support staff time expenditures and operating costs for CPR class offerings (General Fund - Fire) \$23,435 - Installation of audio/video system in fire station fitness room (Capital Equipment Fund) With the Council’s acceptance of the donation and recommended purpose for pass through by the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the funds listed above.			
ATTACHMENTS: 1. Resolution No. 2026-177 Donation Pass Thru Waconia Fire Relief			
FINANCIAL IMPLICATIONS: Funding Sources & Uses: General Fund - Fire (101) & Capital Equipment Fund (105) Budget Information: ☐ Budgeted ☒ Non-Budgeted ☐ Amendment Required		ADVISORY BOARD RECOMMENDATIONS: ☐ Planning Commission: ☐ Park Board: ☐ Personnel Committee: ☐ Other:	

CITY OF WACONIA
RESOLUTION NO. 2026-177
RESOLUTION ACCEPTING DONATION AND PASS THRU RECOMMENDATION FROM
WACONIA FIRE RELIEF ASSOCIATION

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department/Fund</u>
Waconia Fire Gambling Board	Check	\$ 1,000	General Fund - Fire
Waconia Fire Gambling Board	Check	\$23,435	Capital Equipment

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

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

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

- \$ 1,000 – Support staff time expenditures and operating costs for CPR class offerings
- \$23,435 - Installation of audio/video system in fire station fitness room

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

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

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	8.23. Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Request for Lodging Tax Reimbursement from the Waconia CVB for Expenditures Incurred March through June 2026.	
EXPLANATION OF AGENDA ITEM: The Waconia Chamber CVB has requested a lodging tax reimbursement for expenditures incurred from March through June 2026. Staff reviewed the request for reimbursement and supporting invoices as approved by the CVB. Lodging tax funds are currently available for payment of these expenditures. Staff recommends approval of the request in the amount of \$7,230.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Lodging Tax Fund	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other: More sample text.
☐ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	9.1. Ordinance Amendment - Amend Sections 900.05.7, B-1, Highway Business District, Section 900.06.1.D Cannabis Retail Business Buffer Requirements and Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim Use Permit (IUP)
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-159 denying the proposed amendment to allow cannabis micro and mezzobusinesses as an interim use in the B-1, Highway Business District and reduce the cannabis retail business buffer requirements.

EXPLANATION OF AGENDA ITEM:

The City Council, at their regular meeting on June 15th, 2026, reviewed the ordinance amendment application submitted by Charles Levine related to amending the cannabis retail buffers and allowing micro and mezzobusinesses as a conditional use in the B-1, Highway Business District. The Council directed staff to provide additional information related to the following items:

1. Feedback from ISD110 related to the requested buffer reductions;
2. Provide additional information related to adopted buffer requirements in other communities for comparison purposes; and
3. Provide a draft version of an ordinance amendment reflecting the revisions necessary to allow a mezzo or microbusiness with a retail component for the property located at 1320 Mill Lane.

Staff spoke with Superintendent, Brian Gersich of ISD110, and he did not have any concerns with a reduction in the buffers as long as retailers are taking the necessary steps within State Statute to prevent products not being sold or marketed to those underage and that any violations of under-age sales regulations are held accountable.

Staff reached out to 12 communities on the west side of the metro, ranging from generally entirely urban to smaller stand-alone communities west of Waconia and found the following:

1. 4 of the 12 apply the exact same buffers that the City of Waconia has adopted.
2. 2 of the 12 apply NO BUFFERS at all (Chaska & Shakopee).
3. 2 of the 12 apply 500 ft. buffers for schools, parks, daycares, and mental health facilities
4. 2 of the 12 = same buffers as Waconia except they only require the park buffers to be measured from the amenity, not the park boundary

5. 1 requires only a 1,000 ft. buffer from schools, no other buffers. This buffer indicates a 200 ft. min. distance between cannabis retailers
6. 1 requires a 500 ft. buffer from the perimeter of the principal structure of the school to the retail structure and a 500 ft. buffer from a residential mental health facility.

So, in summary, 1/3 of the properties surveyed apply the exact same buffers as the City of Waconia. 1/3 of the cities allow a 500 ft. buffer from schools, which could be measured from the property lines or from the principal structures, and two of the cities require no buffers at all. The variation in the application of buffers just in the west metro area is significant and provides the Council with the examples of how other communities are addressing the cannabis retail topic.

Finally, at the request of the Council, staff has included a draft redlined copy of an ordinance amendment that could allow micro and mezzobusinesses with a retail component to be allowed as a conditional use in the B-1, Highway Business District (see attached). Additionally, if the Council is inclined to approve the ordinance amendment, staff felt it prudent to include language which would allow micro and mezzobusinesses within the industrial districts as a permitted use as long as the required retail buffers are met. This we believe was an oversight as part of the initial cannabis discussions and could be addressed as part of this update if the Council finds that the requested amendment is in the best interest of the community.

The information below was included in the original packet materials reviewed by the City Council on June 15, 2026. As a reminder, the Planning Commission recommended denial of the ordinance amendment application via a 4-0 vote.

APPLICANT INFORMATION

Applicant: Charlie Levine, Laketown Farms, LLC

REQUEST

The applicant, Charlie Levine, has submitted an Ordinance Amendment application proposing to amend Section 900.05.7, B-1, Highway Business District; Section 900.06.1.D. Cannabis Retail Business Buffer Requirements; and Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim Use Permit (IUP). Specifically, the applicant is proposing amendments to the B-1, Highway Business District to allow cannabis mezzobusinesses and cannabis microbusinesses as an interim use in the district. Additionally, the amendments propose reductions to the retail buffer setbacks from both school parcels and park parcels.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 515, Use of Cannabis in Public Places
2. Section 900.04, Definitions
3. Section 900.05.7. B-1, Highway Business District
4. Section 900.06.1.D, Cannabis Retail Business Buffer Requirements
5. Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim Use Permit (IUP)

DEFINITIONS:

Cannabis business has the meaning given it in Minn. Stat. § 342.01, subd. 14.

Cannabis mezzobusiness means a vertically integrated license offered by the OCM that allows a license holder to cultivate (fifteen thousand (15,000) square foot plant canopy limit), manufacture, and sell cannabis and related products.

Cannabis microbusiness means a vertically integrated license offered by the OCM that allows a license holder to cultivate (five thousand (5,000) square foot plant canopy limit), manufacture, and sell cannabis and related products.

Cannabis retail business means the retail location(s) of a: i) cannabis mezzobusiness with a retail operations endorsement; ii) a cannabis microbusiness with a retail operations endorsement; iii) a medical cannabis combination businesses operating a retail location; or iv) a lower-potency hemp edible retailer.

Cannabis retailer means any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer in any form, and not for the purpose of resale.

Conditional use means those occupations, vocations, skills, arts, businesses, professions, or uses specifically designated in each zoning use district, which for the respective conduct or performance in such designated use districts may require reasonable, but special, peculiar, unusual or extraordinary limitations, facilities, plans, structures, thoroughfares, conditions, modification or regulations in such use district for the promotion or preservation of the general public welfare, health, convenience, or safety therein and in the county, and therefore may be permitted in such use district only by a conditional use permit (CUP).

District refers to a specific zoning district as described in the zoning ordinance.

Interim use means a use, allowed on an interim or temporary basis, consistent with the zoning ordinance. An interim use shall have a known termination date.

Lower-potency hemp edible has the meaning given it under Minn. Stat. § 342.01, subd. 50.

Medical cannabis combination business has the meaning given it in Minn. Stat. § 342.515.

OCM means the Minnesota Office of Cannabis Management.

Use, permitted means a use which conforms with the requirements of the zoning district within which it is located.

BACKGROUND:

The Ordinance Amendment is in response to conversations with the applicant related to the possible acquisition of 1320 Mill Lane. Specifically, our current City Code language as drafted would not allow cannabis micro and mezzo businesses in the B-1, Highway Business District. Additionally, our current buffer requirements from both the Waconia Middle School and the park setback from Bent Creek Park would prohibit cannabis retail in this location.

ORDINANCE AMENDMENT ANALYSIS:

1. The City Council adopted our cannabis related ordinances in December of 2024, subsequent to the Minnesota Legislature passing a comprehensive bill to legalize adult use cannabis back in 2023. In summary, our City Code allows the following:
 - a. Cannabis **Retail** Business in the B-1, Highway Business District, the B-2, General Business District, and the B-3, Central Business District as a permitted use with special restrictions subject to the buffer requirements set

forth in City Code, which in summary include:

- i. 1,000 feet from a school property
 - ii. 500 feet from a license day care property
 - iii. 500 feet from a residential treatment facility
 - iv. 500 feet from an attraction used by children in a public park
 - b. Cannabis Businesses licensed or endorsed for **cultivation, manufacturing, wholesale, transportation or delivery** are allowed as a permitted use with special restrictions in the I-1, Industrial Park District and the I-2, General Industrial District.
 - c. **Medical Cannabis** combination businesses are allowed as a permitted use with special restrictions in the I-1, Industrial Park District and the I-2, General Industrial District.
 - d. Businesses licensed or endorsed for **low-potency hemp edible manufacturer** are allowed as a permitted use with special restrictions in the I-1, Industrial Park District and the I-2, General Industrial District.
2. The current city code, as an oversimplification, allows retail use in the highway commercial and downtown districts if you meet the buffer requirements. Additionally, the buffers are not applicable for the sale of low-potency hemp edibles. All manufacturing, growing, etc. is allowed in our industrially zoned properties, but our City Code does not allow retail sales in our industrial parks.
 3. To help inform the conversation staff have created some buffer maps showing existing cannabis retail setbacks and possible buffer setback amendments. The buffer setback options are not a recommendation but rather an example of the current condition versus what additional properties may become available cannabis retail options if the buffers were to be reduced (see attached).
 4. Generally speaking, based on a review of the existing and example buffer maps, our existing buffers allow for approximately 9 properties that conform to the buffers and zoning required for a cannabis retail location. These properties are scattered throughout the community, with some along Hwy. 5 and the others downtown.
 5. As a point of consideration, if the Planning Commission and Council were to reduce the buffers to 500 ft. from a school property and 250 from a park and/or park attraction, there would be approximately 54 properties that would conform to the buffers and zoning required for a cannabis retail location. The majority of these properties would be located near Mackenthun's and Waconia Dodge, seven near the Target development and over 25 properties within the downtown district.
 6. Please note that even with the buffer reduction example that includes 500 ft. from a school and 250 ft. from a park/park activity area, the subject property at 1320 Mill Lane would still not meet the retail buffer requirements as the measurement is made from the property boundaries. If the Planning Commission and City Council are interested in a possible amendment to the buffers, it could also be an option to measure the required buffers from structure (i.e. school) to structure (i.e. the principal structure at 1320 Mill Lane).
 7. Helpful information related to buffers is also included on the City Website on the Cannabis Licensing page. I have provided a link below for convenience.
 - a. <https://www.waconiamn.gov/573/Cannabis-Licensing>
 8. The applicant is requesting an amendment to allow cannabis microbusinesses and

cannabis mezzobusinesses as an interim use in the B-1, Highway Business District. An interim use is similar to a conditional use but requires a known termination date. Any consideration of approval should clarify if this use should be an interim or conditional use.

9. The draft language has been submitted to the City Attorney for review and comment. Staff will provide the City Attorney comments when received.
10. Based on the population of the City of Waconia, and the City Code adopted, only two cannabis retail locations are allowed. To date we have had a lot of interest, and one application was submitted, but we have not issued a cannabis retail license.

PUBLIC NOTICE/COMMENT:

The notice was published in the WACONIA PATRIOT on May 21st, 2026, and posted at Waconia City Hall. To date we have received one public hearing comment which has been attached to this report for review and consideration.

RECOMMENDATION:

The Planning Commission, at their regular meeting on June 4th, 2026, held the required public hearing, took all public comment and reviewed all pertinent information related to the proposed draft ordinance language. The Planning Commission recommended denial via a 4-0 vote subject to the findings identified in the attached draft resolution of denial.

ATTACHMENTS:

1. Resolution No. 206-159 Denial OA Cannabis
2. DRAFT Ordinance Amending Chapter 900 Re Cannabis Buffers Uses
3. Proposed Ordinance Amendment & Interim Use Permit Consideration
4. Public Hearing_Cannabis Ord Amend
5. Maps with Buffers

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

**CITY OF WACONIA
RESOLUTION NO. 2026-159**

**RESOLUTION DENYING ORDINANCE AMENDMENT
TO REVISE SECTION 900.05, SECTION 900.06, AND SECTION 900.11 RELATED TO
CANNABIS RETAIL BUFFERS, PERMITTED USES AND INTERIM USES**

WHEREAS, Charlie Levine (the “Applicant”) has requested consideration of an Ordinance Amendment pursuant to Section 900.12 of the Waconia City Code; and

WHEREAS, the Applicant has requested consideration of an amendment to Section 900.05.7, B-1, Highway Business District to allow cannabis mezzobusinesses and cannabis microbusinesses as an interim use in the district; and

WHEREAS, the Applicant has requested consideration of an amendment to Section 900.06.1.D. Cannabis Retail Business Buffer Requirements that would reduce the buffer setbacks from both school properties and park properties; and

WHEREAS, the Applicant has requested consideration of an amendment to Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim Use Permit (IUP) to allow cannabis mezzobusinesses and cannabis microbusinesses as an interim use in the B-1, Highway Business District subject to specific conditions; and

WHEREAS, the public hearing notice was published in the Waconia Patriot on May 21st, 2026, and the Planning Commission held a public hearing on June 4th, 2026 and received all public comment; and

WHEREAS, the Planning Commission reviewed all pertinent information at their regular meeting on June 4th, 2026 and recommended, via a 4-0 vote, denial of the proposed amendments related to cannabis buffers and amended uses in the B-1, Highway Business District; and

WHEREAS, the City Council reviewed all pertinent information at their regular meeting on June 15th, 2026 and, via a 5-0 vote, denied the application based on the following findings:

1. The amendment to reduce buffers related to schools and parks, as proposed, would fail to protect the public health, safety and welfare of the city’s residents.
2. The amendment would not be appropriate as the City already allows for the proposed uses within certain industrial and commercially zoned properties.
3. The current city code language reflects reasonable standards related to specific cannabis related uses.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby denies the Ordinance Amendment to allow reduced cannabis buffers and to allow cannabis mezzobusinesses and microbusinesses as an interim use in the B-1, Highway Business District subject to the findings and the conditions of approval stated above.

Passed and adopted by the City Council of the City of Waconia this 15th day of June 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, City Clerk

CITY OF WACONIA
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 900
REGARDING CANNABIS ZONING REQUIREMENTS

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

Chapter 900 of the Waconia City Code (the “Code”) regulates zoning in the City of Waconia (the “City”). A new law permitting recreational, adult use cannabis (Minnesota Statutes, Chapter 342) recently went into effect. In response to this new law, the City previously adopted regulations for where cannabis related businesses are permitted, including applicable buffer zone requirements. Further, based on a review of the existing permitted uses and the applicable buffers the Council finds it appropriate to amend the buffers to allow microbusinesses and mezzobusinesses as a conditional use in the B-1, Highway Business District.

The purpose of this ordinance is to amend Chapter 900 of the Code to: i) amend the cannabis buffers related to retail locations; and ii) to amend the B-1, Highway Business District to allow microbusinesses and mezzobusinesses as a conditional use.

AMENDMENTS

1. Section 900.05.7, A, 5, regarding uses permitted by CUP in the B-1, Highway Business District subject to the requirements of section 900.11.
 - e. Cannabis mezzobusiness with a Retail Operation Endorsement, subject to the buffer requirements set forth in section 900.06.01, D, of this chapter and the requirements of chapter 515 of the Code*
 - f. Cannabis microbusiness with a Retail Operation Endorsement, subject to the buffer requirements set forth in section 900.06.01, D, of this chapter and the requirements of chapter 515 of the Code*
2. Section 900.05.11, A, 5, regarding uses permitted with special restrictions in the I-1, Industrial Park District, is amended to add:
 - f. Cannabis mezzobusiness with a Retail Operation Endorsement, subject to the buffer requirements set forth in Section 900.06.01, D, of this chapter and the requirements of Chapter 515 of the Code.*
 - g. Cannabis microbusiness with a Retail Operation Endorsement, subject to the buffer requirements set forth in Section 900.06.01, D, of this chapter and the requirements of chapter 515 of the Code.*
3. Section 900.05.12, A, 5, regarding uses permitted with special restrictions in the I-2 General Industrial District, is amended to add:

f. Cannabis mezzobusiness with a Retail Operation Endorsement, subject to the buffer requirements set forth in Section 900.06.01, D, of this chapter and the requirements of Chapter 515 of the Code.

g. Cannabis microbusiness with a Retail Operation Endorsement, subject to the buffer requirements set forth in Section 900.06.01, D, of this chapter and the requirements of chapter 515 of the Code.

4. Section 900.06.1, D, regarding cannabis retail business buffer requirements is amended to modify the retail buffer requirements as stated below:

1. No cannabis retail business shall be located or operated within one thousand (1,000) feet of a school, as measured in a straight line from the closest point of the ~~property line primary structure of the lot building~~ where the cannabis retail business is located to the ~~property line closest point of the lot where the school is located building~~.

4. No cannabis retail business shall be located or operated within ~~five two~~ hundred ~~and fifty~~ (500250) feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field, as measured in a straight line from the closest point of the property line of the lot where the cannabis retail business is located to edge of the attraction within the public park.

5. Section 900.11, Subd. 1.B. A, 5, regarding specific requirements related to specific conditional uses, specifically the addition of regulations related to cannabis mezzobusinesses and cannabis microbusinesses as stated below:

19. Cannabis Mezzobusiness and Cannabis Microbusiness with a Retail Operation Endorsement:

a. Must be licensed by the State of Minnesota and in compliance with the standards set by Minnesota Statutes, Minnesota Rules, and the Office of Cannabis Management;

b. Security plan consistent with all requirements of the State Office of Cannabis Management;

c. Waste management plan consistent with all requirements of the State Office of Cannabis Management;

d. The facility shall not produce noxious or nuisance causing odors, subject to the following conditions;

1. The facility shall be ventilated so that all odors cannot be detected by a person with a normal sense of smell at the exterior of the facility or at any adjoining use or property.

2. Growing cannabis must comply with all applicable laws and shall not produce noxious or dangerous gases or odors or

otherwise create a danger to any person or entity in or near the facility.

3. An odor maintenance plan must be submitted to the City for review and approval.
 4. At the City Council's discretion, the applicant may be required to provide plans tha show appropriate odor control systems so as not to produce any noxious or dangerous gases or odors or create any person or entity in or near the facility;
- e. On site cannabis consumption may not take place outdoors and must be completely enclosed within the building.
 - f. All cannabis retail sales activities conducted as part of the microbusiness or mezzobusiness are subject to all regulations that apply to dispensaries;
 - g. All storage and warehousing must occur in a completely enclosed building;
 - h. Outdoor storage os containers, pallets, waste/recycle containers, etc. is prohibited.
 - i. Hours of operation shall be subject to the city council's approval and memorialized in the resolution approving the conditional use permit. Any change to the approved hours shall require an amendment to the conditional use permit, which may be granted or denied in the city council's discretion.
 - j. The mezzobusiness and/or microbusiness shall include a retail component.

EFFECTIVE DATE

This ordinance is effective upon publication.

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

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, City Clerk

Proposed Ordinance Amendment & Interim Use Permit Consideration

Laketown Farms, LLC – Relocation to 1320 Mill Lane, Waconia, Minnesota

City of Waconia
Attn: Lane L. Braaten
Community Development Director
201 South Vine Street
Waconia, MN 55387

Dear Mr. Braaten and Members of the Planning Commission,

Thank you for taking the time to discuss the City's cannabis ordinance and the future relocation plans for Laketown Farms, LLC. We appreciate the City's thoughtful and cautious approach to implementing cannabis regulations in Waconia and value the opportunity to collaboratively discuss a path forward that aligns with the City's planning objectives, public safety priorities, and economic development goals.

Laketown Farms, LLC is a locally owned and operated Minnesota cannabis microbusiness currently licensed through the Minnesota Office of Cannabis Management (OCM). Our ownership group has operated compliant hemp and ingredient processing operations in Waconia for several years under Hemp Acres and Laketown Mills, maintaining strong regulatory compliance, professional operations, and significant investment within the community.

We are respectfully requesting the City consider targeted amendments to the cannabis zoning ordinance that would allow Laketown Farms to relocate operations to the former J. Carver Distillery property located at 1320 Mill Lane.

The proposed relocation would allow for the adaptive reuse of an existing commercial facility while preserving local investment, jobs, tax base, and long-term economic activity within Waconia.

Background of Proposed Relocation

The property located at 1320 Mill Lane is currently zoned B-1 Highway Business District. Under the City's existing cannabis ordinance, retail cannabis operations are conditionally permitted within B-1 districts. However, the current 1,000-foot buffer requirements from schools and parks effectively restrict the property from qualifying despite its otherwise appropriate commercial location and operational compatibility.

Additionally, while retail cannabis operations may be considered within B-1 zoning, cultivation and manufacturing activities are currently limited exclusively to industrial districts. Because Laketown Farms operates under a state-issued microbusiness license structure that integrates retail, manufacturing, and indoor cultivation under one operational framework, the current ordinance unintentionally prevents otherwise compatible adaptive reuse opportunities at commercially appropriate properties such as 1320 Mill Lane.

To address these issues in a limited and controlled manner, we respectfully request consideration of the following ordinance modifications.

Request #1 – Modification of Cannabis Buffer Requirements

We respectfully request the City evaluate reducing the current cannabis setback requirements from schools and parks from 1,000 feet to a range of approximately 300–500 feet, or alternatively revise the measurement methodology to better reflect practical land-use conditions.

We fully understand and support the City's goal of maintaining appropriate separation between cannabis businesses and sensitive uses. However, the current setback distances may unintentionally function as a practical prohibition on otherwise appropriate commercial properties within the B-1 district due to overlapping park and school buffer areas throughout the City.

State-licensed cannabis businesses in Minnesota operate under substantial regulatory oversight, including:

- Age-restricted entry requirements
- Mandatory surveillance systems
- Inventory tracking through METRC
- Security and alarm monitoring
- Product testing requirements
- Restricted operating procedures
- State compliance inspections

Modern cannabis retail operations function more similarly to regulated pharmacies or controlled adult-use retailers than traditional nuisance uses. Furthermore, the proposed location is a destination commercial property rather than a neighborhood storefront or pedestrian-oriented school-adjacent business.

We respectfully believe that refining the setback standards would still preserve the City's intent while allowing limited flexibility for commercially appropriate sites.

We also request the City evaluate how many B-1 parcels would realistically become eligible under modified setbacks. Based on the City's existing park and school geography, we believe only a limited number of commercially developed parcels would qualify, thereby avoiding unintended widespread expansion of cannabis retail locations.

Importantly, the City's existing limitation of two retail registrations would remain unchanged, further ensuring controlled and limited market presence.

Request #2 – Allow Cannabis Microbusiness and Mezzobusiness Operations in B-1 Through an Interim Use Permit (IUP)

Rather than pursuing rezoning of the property, we respectfully request the City consider allowing cannabis microbusiness or mezzobusiness operations that include manufacturing and indoor cultivation activities within the B-1 Highway Business District through an Interim Use Permit process.

We believe the Interim Use Permit structure provides the City with the most balanced and controlled approach because it allows case-by-case review and ongoing oversight while preserving flexibility for the City to impose operational conditions tailored to each site.

This approach would allow the City to maintain control over:

- Security requirements
- Odor mitigation standards
- Lighting controls
- Traffic management
- Hours of operation
- Signage limitations
- Operational review standards
- Compliance enforcement mechanisms

Importantly, the former J. Carver Distillery property is uniquely suited for this type of use due to its existing infrastructure, commercial character, parking capacity, and prior history of regulated production activities.

The site previously supported alcohol production, processing, tasting room operations, and public visitation. We believe a professionally operated cannabis microbusiness would be operationally compatible with the property and, in many respects, less impactful than previously permitted uses.

Security & Operational Commitment

Security and compliance remain top priorities for Laketown Farms. If approved, the proposed facility would incorporate extensive operational controls including:

- 24/7 monitored surveillance systems
- Controlled access entry systems
- Restricted employee access areas

- State-compliant inventory tracking
- Commercial alarm systems
- Secure storage vaults
- Exterior lighting and monitoring
- Professional compliance management

Cannabis facilities are among the most heavily monitored and regulated commercial operations in Minnesota, and we are committed to operating at the highest professional standard.

Economic Development & Community Benefit

The proposed relocation would provide several long-term benefits to the City of Waconia, including:

- Adaptive reuse of an existing commercial facility
- Retention of a locally owned business within Waconia
- Continued private investment within the community
- Job creation and retention
- Increased commercial tax base utilization
- Productive reuse of a currently underutilized property

Laketown Farms is committed to being a long-term, compliant, and community-oriented business partner within Waconia.

We respectfully request the opportunity to continue discussions with City staff and the Planning Commission regarding these proposed ordinance amendments and potential Interim Use Permit framework considerations.

Thank you again for your time, guidance, and consideration.

Sincerely,
Charlie Levine

CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on June 4th, 2026, at 6:30 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider proposed amendments to City of Waconia Ordinance Section 900.05.7, B-1, Highway Business District; Section 900.06.1.D. Cannabis Retail Business Buffer Requirements; and Section 900.11, Uses Permitted by Conditional Use Permit (CUP) and Interim Use Permit (IUP).

The language, submitted by Charlie Levine, proposes amendments to the B-1, Highway Business District to allow cannabis mezzobusinesses and cannabis microbusinesses as an interim use in the district. Additionally, the amendments propose reductions to the retail buffer setbacks from both school parcels and park parcels.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on June 4th, 2026. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

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

By: WACONIA PLANNING COMMISSION

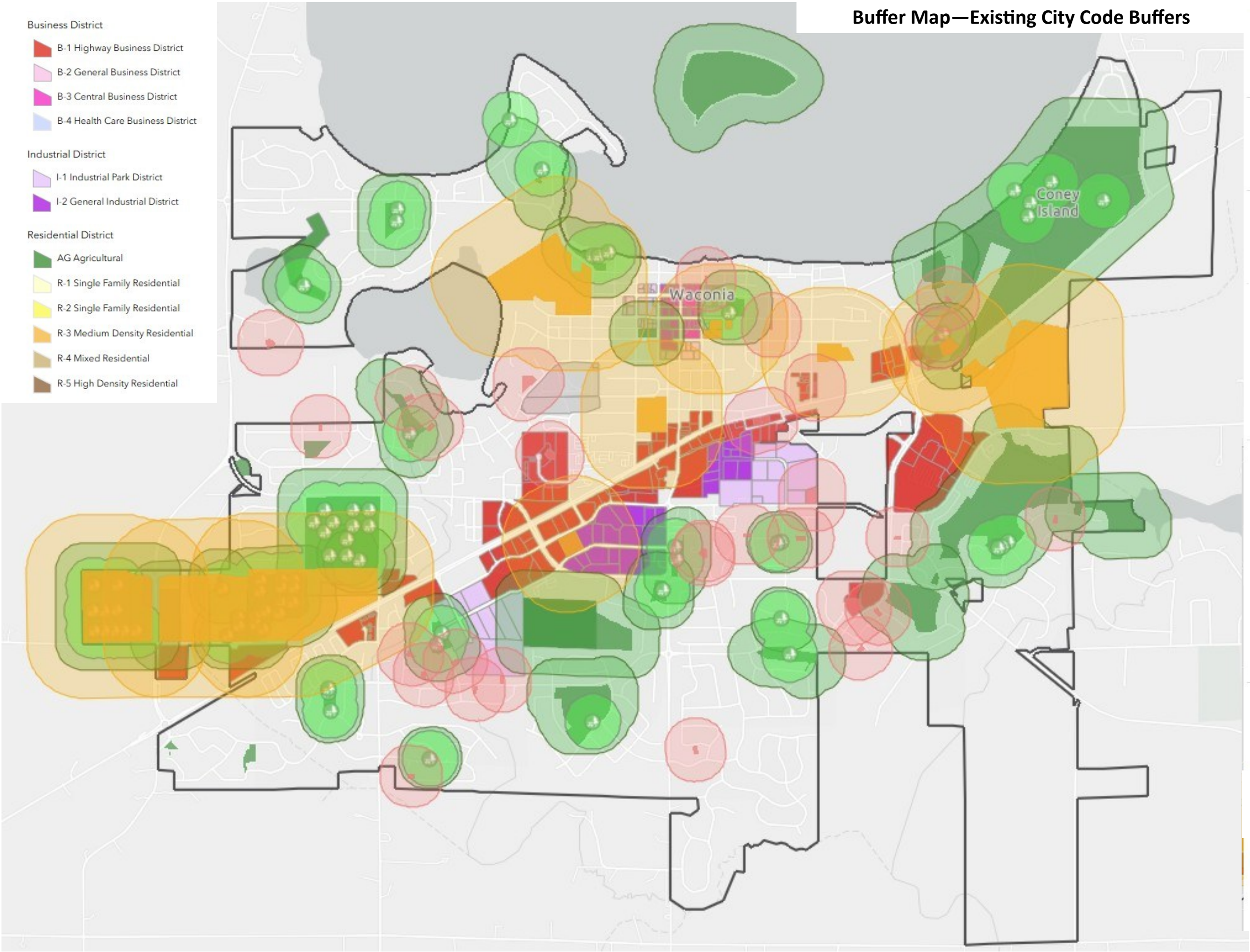
ATTEST: Lane L. Braaten, Community Development Director

(Published in the Waconia Patriot May 21st, 2026)

Buffer Map—Existing City Code Buffers

- Business District
- B-1 Highway Business District
 - B-2 General Business District
 - B-3 Central Business District
 - B-4 Health Care Business District
- Industrial District
- I-1 Industrial Park District
 - I-2 General Industrial District
- Residential District
- AG Agricultural
 - R-1 Single Family Residential
 - R-2 Single Family Residential
 - R-3 Medium Density Residential
 - R-4 Mixed Residential
 - R-5 High Density Residential

- ☒ Daycare Parcels
- ☒ Daycare Buffer 500 ft
- ☒ School Parcels
- ☒ School Buffer 1000 ft
- ☒ Parks Activities
- ☒ Park Activities Buffer 500 ft
- ☒ Parks
- ☒ Parks Buffer 500 ft





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	9.2. Small Area Plan — 801 Hwy. 284
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to accept the Small Area Plan for 801 Highway 284.	
EXPLANATION OF AGENDA ITEM: The City of Waconia hired Transportation Collaborative & Consultants (TC2) to complete a small area plan for the property located at 801 Highway 284 (formerly UFC Farm Supply). TC2 has provided a final draft of the report which incorporates the comments and direction of the Planning Commission, which reviewed the document at their July 9th regular meeting. TC2 will be in attendance on July 20th to provide a presentation of the process, results and concepts related to the property.	
ATTACHMENTS: 1. 801 Highway 284 Small Area Plan	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	



801 HIGHWAY 284

Small Area PLAN

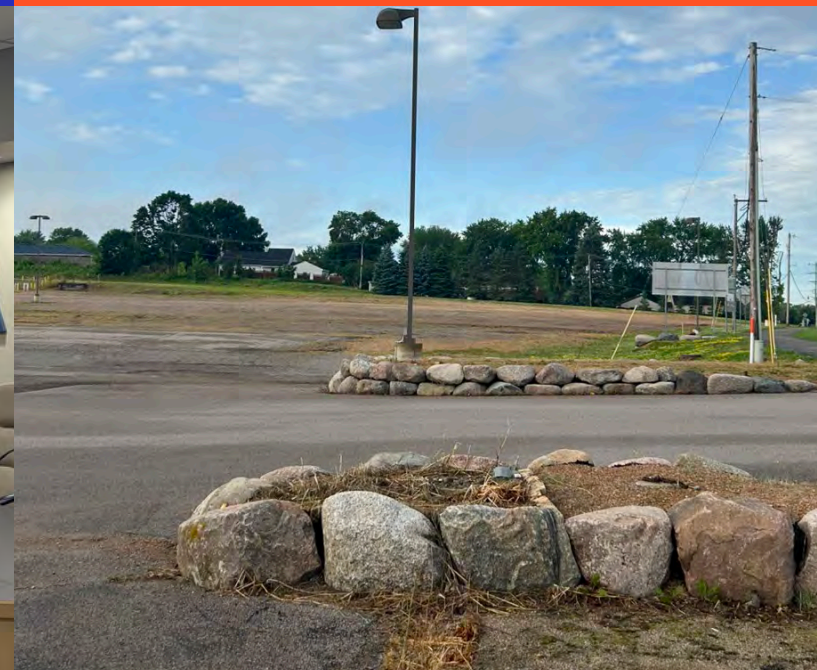


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Site Opportunities	3
Community Engagement	4
Development Goals	5
Development Framework	6
Design Principles	14
Implementation	15
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INTRODUCTION

The City of Waconia is evaluating the future of a roughly 9-acre publicly owned site located along Highway 284. This property represents a key opportunity to shape development at an important entry point into the community. Based on public engagement and City goals, the site is envisioned as a thoughtfully planned, mixed-use area that integrates commercial, residential, and community-serving components.



This document is intended to guide prospective developers by communicating the City’s aspirations for the site. It also serves as a resource for current and future elected officials, capturing the community’s vision, priorities, and concerns to help inform future decision-making.

SITE CONSTRAINTS

The following site constraints were identified through a combination of site analysis and community input. These considerations should serve as a foundation to guide future developers as they explore redevelopment options for the site.

Visibility and Community Destination Presence

- The site's location along major corridors provides a high degree of visibility. However, it currently lacks a strong identity and does not create a clear or memorable sense of arrival.
- The existing conditions do not convey the character, quality, or visual presence that would be expected of a primary destination of the City of Waconia.

Traffic and Access

- The site's proximity to Highway 284 and Highway 5 raises concerns regarding safe and efficient access. Traffic volumes along the corridor, along with potential turning movements, may limit how development can be arranged and accessed on the site.
- MnDOT access guidelines recommend closing the existing 8th Street connection to Highway 284. As a result, access to Caribou Coffee will need to be carefully evaluated and accommodated as part of any future site planning.
- Pedestrian and bicycle connectivity is limited under current conditions, which presents challenges for multimodal access and circulation.

Site Configuration and Edges

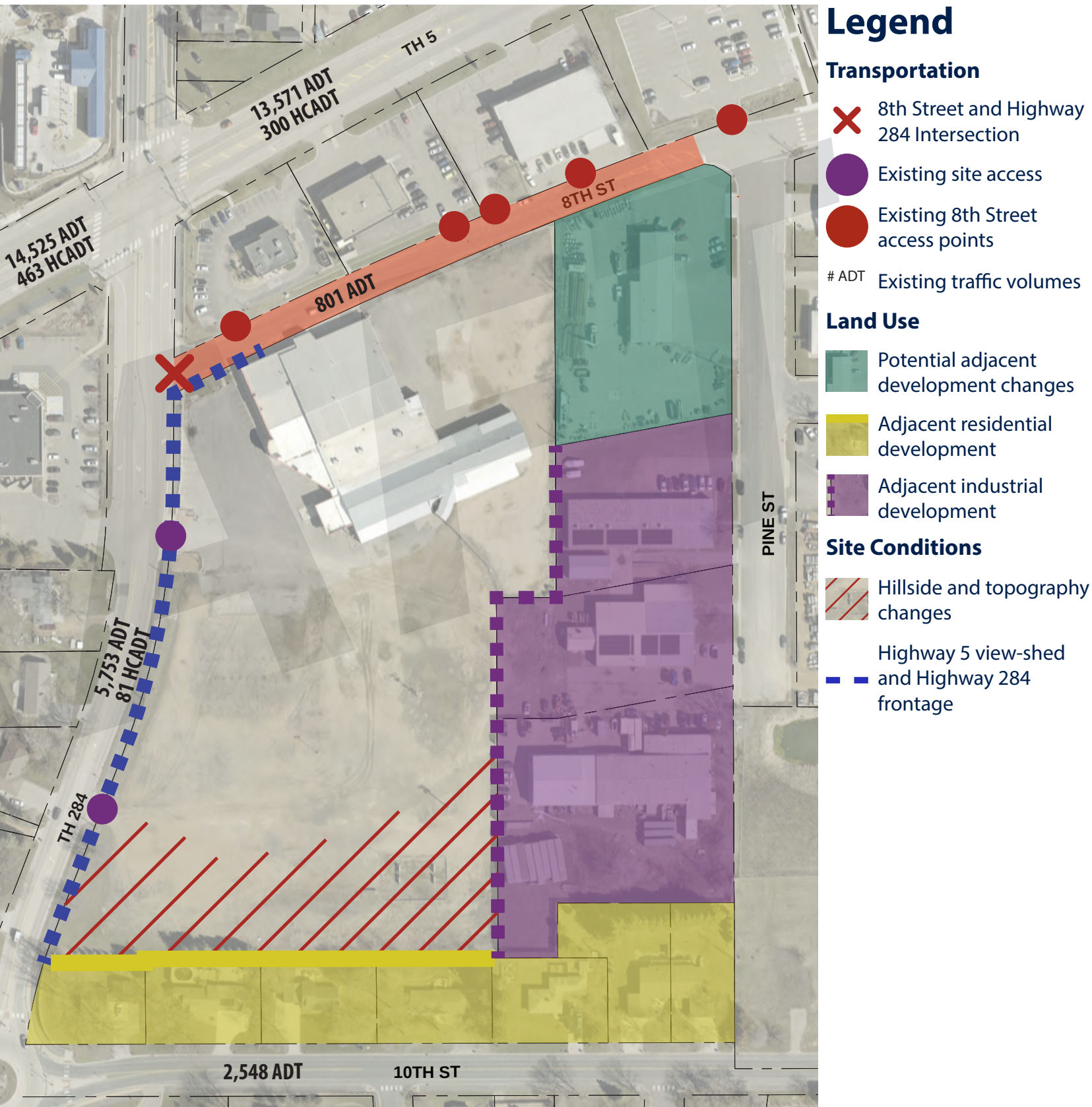
- The site may be influenced by adjacent land uses that introduce potential compatibility challenges. These surrounding uses could impact how the site is planned and developed.
- The edges of the property, in particular, may require buffering or carefully designed transitions to ensure compatibility with nearby residential and industrial areas. Thoughtful edge treatments will be important to create a cohesive and respectful relationship with neighboring properties.
- Property owner rights should be acknowledged and respected, especially along the site's boundaries, to ensure that development decisions appropriately recognize and respond to these edge conditions.

Market and Development Feasibility

- Balancing a mix of land uses while maintaining market viability is an important consideration for the site's redevelopment. Given the site's proximity to similar uses and major transportation corridors, there are opportunities to support a more active and diverse development pattern that aligns with surrounding conditions.
- The scale and type of development must be carefully managed to ensure that it does not negatively impact adjacent landowners.

Topography and Environment

- Site grades must be carefully considered in the layout of buildings, circulation, and overall site design. For example, extending Pine Street to the south presents significant challenges due to these grade changes and the presence of stormwater management features.
- Former uses of the site have resulted in soil contamination that may need to be addressed and mitigated as part of the development process.



SITE OPPORTUNITIES

The site presents several compelling opportunities that can help shape a strong and successful redevelopment vision. These opportunities should be carefully considered and used as criteria in evaluating future development proposals, which are further described as design principles on page 14.

Community Destination

The site has the potential to serve as a community destination of Waconia through the use of placemaking elements such as signage, landscaping, architecture, and public art. Development can establish a strong visual identity that reflects the City’s character and creates a memorable sense of arrival.

Mixed-Use Development

The property is well-suited for a mix of commercial and residential uses. A vertical or integrated mixed-use approach should concentrate commercial uses along the northern portion of the site, while transitioning to residential uses toward the south to provide a buffer to existing detached homes.

Multifamily Residential

There is an opportunity to introduce “missing middle” housing types that expand local housing options, while also recognizing the growing demand and market support for higher-density housing such as apartments. These may include townhomes, small-scale multifamily buildings, live-work units, rowhomes, triplexes, quadplexes, and larger multifamily developments, helping to diversify the housing stock while maintaining an appropriate and compatible scale.

Semi-Public and Community-Focused Spaces

The site can incorporate spaces that support broader community needs and foster activity. These may include small plazas or gathering areas, trail connections, enhanced pedestrian spaces, and flexible community-oriented uses such as daycare, co-working, or small civic spaces.

Connectivity Improvements

There is strong potential to improve pedestrian and bicycle connections to nearby neighborhoods and destinations. Enhancing internal circulation can also support a more walkable and cohesive development pattern.

Infrastructure

Existing district stormwater ponding in the area may be able to accommodate the site’s stormwater needs, reducing the need for on-site facilities and increasing flexibility for development.



MARKET OPPORTUNITIES

Waconia and the surrounding market area are expected to experience continued population growth over the next 15 years, with forecasted growth rates exceeding those of Carver County and the broader Twin Cities Metro. A separate market study was conducted in parallel with this planning effort and is attached to this report, providing additional context and support for the findings below.

Waconia shows strong retail demand potential.

There is an estimated capacity for an additional 390,000 sq. ft. of retail by 2035. That is equivalent to approximately 26 stores the size of Walgreens.

Retail at 801 Highway 284 will serve multiple customers.

Retail will serve the following groups:

- Local neighborhood residents
- Employees of nearby businesses
- Ridgeview Medical Center staff and visitors

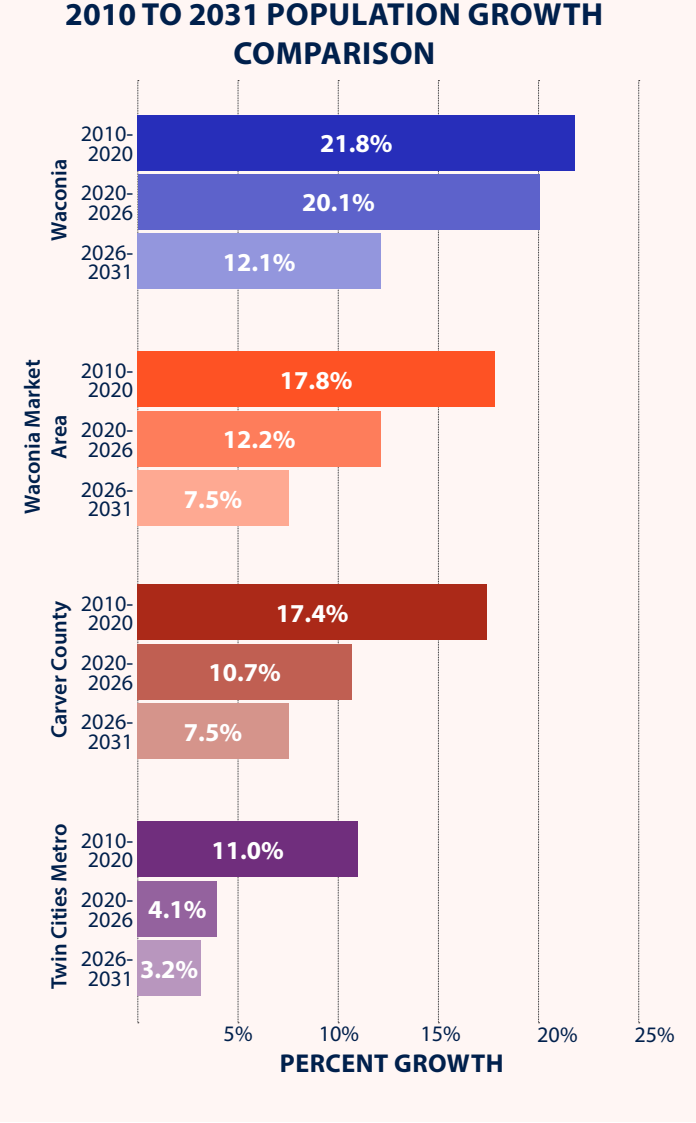
Waconia shows a strong demand for more housing options by 2031.

There is an estimated demand for 191 for-sale units other than detached single-family homes, such as townhomes.

Recommended Land Uses

Any combination of the following uses are recommended for 801 Highway 284 based on current market conditions and projected population and employment growth.

Apartment	Freestanding Retail	Townhomes/ Rowhomes	Hotels

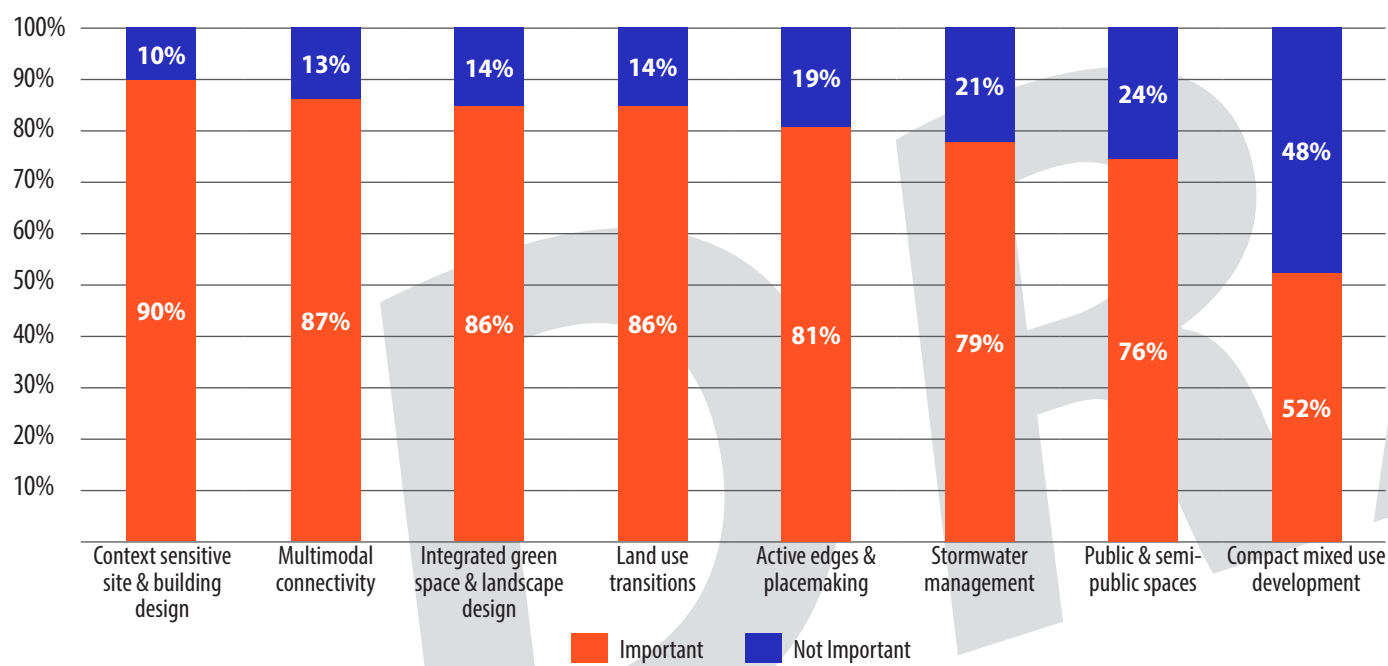


COMMUNITY ENGAGEMENT

Community and stakeholder engagement was a component of the Small Area Plan process and played an important role in shaping the site’s design principles and redevelopment recommendations. Throughout the planning effort, the City engaged surrounding property owners, businesses, stakeholders, and community members through public outreach activities, discussions, and engagement events to better understand local priorities, concerns, and aspirations. The feedback received helped identify preferred land uses, development opportunities, site design considerations, and community values that should guide future redevelopment. This input was used to inform and refine the plan’s recommendations, ensuring they reflect local perspectives while balancing market realities, infrastructure considerations, and the City’s long-range goals.

The two graphs below summarize feedback gathered about community preferences for future development types and the design principles that should guide redevelopment of the site. Together, these results helped establish a foundation for the recommendations and vision presented throughout this Small Area Plan. This feedback should be used through future implementation actions with the City and future developer to ensure that feedback continues to inform development considerations.

Share your thoughts on the design principles that are most important for the future development of the 801 Highway 284 site.



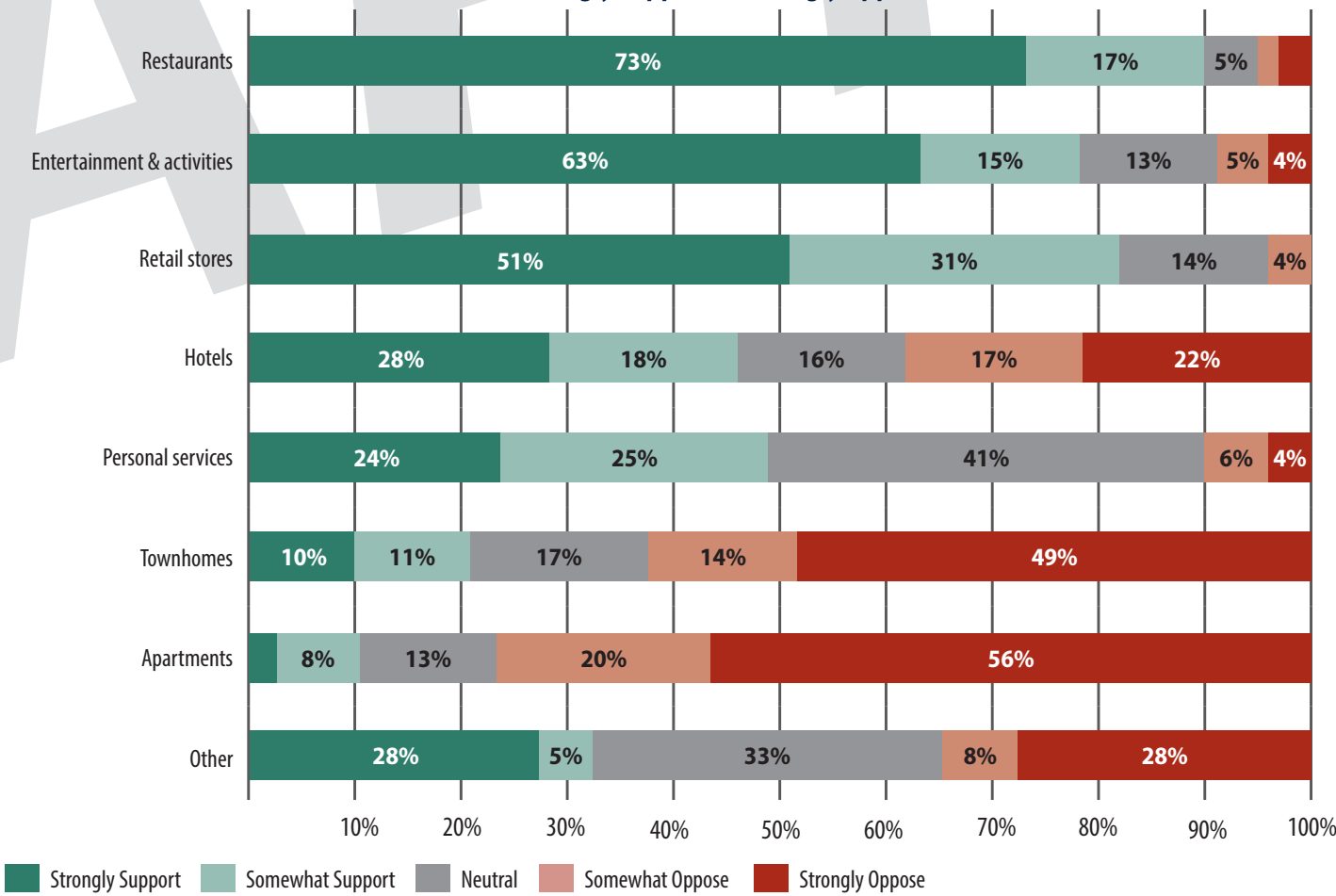
Key Engagement Findings:

Key engagement findings informed the development of the Small Area Plan and will continue to inform City and developer actions:

- A variety of commercial developments are supported, from restaurants to personal services.
- Residential development is not highly supported, but townhome development is preferred over apartments.
- Future development must consider impacts to existing surrounding development and future road design must consider increased volumes to ensure safety and mobility for all.



Share your preferences for the different development types by placing dots on a scale from strongly support to strongly oppose.



DEVELOPMENT GOALS

Based on City direction and input gathered through public engagement, the following goals have been identified. These goals communicate the City’s and community’s priorities for the site and are intended to guide and inform future development proposals. Prospective developers are encouraged to reflect on these goals and consider how their projects can contribute to the community’s desired future for the area

Create a High-Quality Destination



- Establish a visually appealing and memorable entrance into Waconia.
- Use cohesive design, landscaping, and architecture to create a unified identity.

Support Mixed-Use Development



- Encourage a blend of commercial and residential uses that activate the site throughout the day.
- Focus on neighborhood-scale commercial that complements, rather than competes with, existing areas such as downtown.

Provide Mid-Size Housing Options



- Incorporate a range of housing types that meet evolving community needs.
- Promote designs that are compatible with surrounding development.

Address Access and Connectivity



- Improve site access while maintaining safety and efficiency along Highway 284.
- Strengthen pedestrian, bike, and internal circulation networks.
- Ensure network improvements support increased traffic volumes and turning movements to provide safe and efficient travel for all.

Integrate Community-Benefiting Uses



- Include semi-public or community-oriented elements that enhance livability and social interaction.
- Design public or shared spaces that are welcoming and accessible.

Ensure High-Quality Design and Site Planning



- Promote thoughtful building placement, pedestrian-friendly design, and attractive streetscapes.
- Use landscaping, lighting, and materials to reinforce a high standard of development.



This development framework is intended to serve as a guide for prospective developers, property owners, City staff, and elected officials as redevelopment opportunities are considered for the site. The framework establishes a foundation for evaluating development concepts that are responsive to market conditions, community aspirations, and the City's long-term vision. It illustrates how transportation investments, particularly roadway, access, and circulation improvements, can help unlock redevelopment potential and create a more functional, development-ready site.

The framework is not intended to prescribe a specific development plan or site layout. Instead, it demonstrates how a range of market-supported land uses and development patterns could be accommodated while advancing the study's goals and design principles. The transportation and land use alternatives should be viewed as tools for understanding opportunities, constraints, and trade-offs related to site design, access, connectivity, development intensity, and project feasibility.

Future development proposals are encouraged to thoughtfully consider the framework's recommendations regarding transportation infrastructure, land use mix, site design, and implementation considerations. While flexibility and creativity are expected, proposals should strive to reflect the City's goals and community priorities by creating a distinctive, high-quality, and economically sustainable project that contributes to the long-term success of the site.

DEVELOPMENT PRECEDENTS

The precedent examples highlighted throughout this section were primarily used to explore the site's redevelopment capacity and illustrate how a range of market-supported uses and development patterns could be accommodated within the site. The examples are not intended to prescribe a specific development layout or preferred outcome, but rather to test the site's ability to support redevelopment opportunities consistent with current market findings. While future proposals may differ in form and design, developers are encouraged to draw inspiration from the study's goals and design principles to create a distinctive, high-quality, and enduring project that reflects the City's vision and community aspirations for the site.

It is also important to consider the site's planned land use context. The Comprehensive Plan currently guides the site for commercial development, and the existing zoning reflects that designation (see sidebar). However, the study's goals and market findings indicate that the site is well-suited to accommodate a mix of complementary uses that can enhance its long-term viability, character, and redevelopment potential.

LAND USE GUIDANCE AND ZONING

As of July 2026, the site is guided and zoned for the uses outlined above. However, it is important to recognize that this study recommends a mix of uses that may not fully align with the current land use guidance and zoning. As a result, a Comprehensive Plan amendment and rezoning are anticipated as next steps and would likely be part of a future development approval process.

2040 Waconia Comprehensive Plan

The site is designated as Commercial, supporting businesses that provide retail goods and services to individuals and businesses, as well as office uses. The Comprehensive Plan also includes policies to continue planning the Highway 5 corridor for a wide range of retail, service, and office uses.

In addition, the plan emphasizes improving the function of the corridor by coordinating with MnDOT to reduce the number of access points, and enhancing its visual character through the installation of trees, decorative lighting, and expanded pedestrian and bicycle infrastructure.

Zoning

The site is zoned for B-1: Highway Business District

Permitted uses: Retail businesses that are not large retail buildings nor large retail projects; eating and drinking establishments; banks; hotels and motels; automobile service and repair; farm equipment/implement sales and service; commercial recreation facilities; laundromats and dry cleaners; barber/beauty shops; mini-storage facilities; churches, off-sale liquor sales; microdistilleries; small breweries; taprooms; lumber yards; animal clinics; commercial kennels; outdoor theaters; bicycle sales/service; copy and printing services; medical related clinics/uses; offices; and retailers selling lower-potency hemp edibles.

Building Height: 35 feet maximum

Hardcover Surface Coverage: 80% maximum

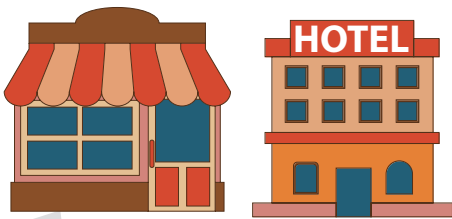


DEVELOPMENT FRAMEWORK: PRECEDENT EXAMPLES

FREESTANDING RETAIL AND HOTEL PRECEDENTS

Potential development on the site could include a mix of restaurants, retail, personal services, entertainment uses, and possibly a hotel, reflecting both current market demand and shifting consumer preferences. Market trends continue to support experiential and service-oriented uses that create active environments and draw consistent activity throughout the day.

Precedent developments illustrate how these uses can be thoughtfully integrated into cohesive, mixed-use settings with strong design quality and a focus on the pedestrian experience. Innovative design strategies, such as incorporating gathering spaces, flexible tenant areas, and connections between indoor and outdoor environments, can enhance the overall sense of place and create a more distinctive and lasting destination.



Personal Services (Beauty Room - Waconia)

Lot Size: 1.37 Acres
Building Size: 5,675 sq. ft.
Development Considerations: Freestanding personal service uses with shared parking lot.



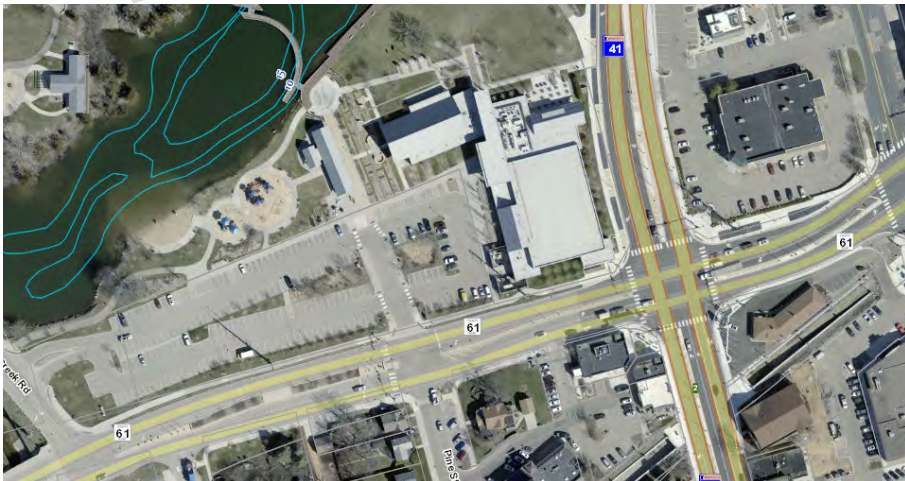
Restaurant (Leeann Chin - Chanhassen)

Lot Size: 0.95 Acres
Building Size: 3,100 sq. ft.
Development Considerations: Restaurant with sit-down and drive-through service. Site includes access agreements.



Entertainment (Chaska Curling Club - Chaska)

Lot Size: 4.10 Acres
Building Size: 48,500 sq. ft.
Development Considerations: Curling club and restaurant with civic spaces and shared parking lot.



Hotel (Hampton Inn & Suites - Minnetonka)

Lot Size: 1.85 Acres
Building Size: 16,340 sq. ft.
Development Considerations: Five-story hotel with 100 rooms, pool and meeting space.

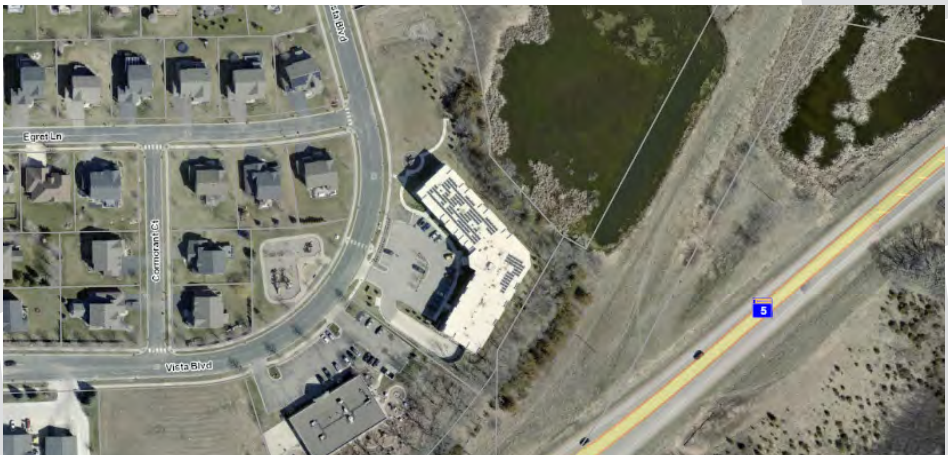


TOWNHOME AND APARTMENT PRECEDENT EXAMPLES

Townhome and apartment precedent examples highlight how a range of housing types can be incorporated in response to both market demand and broader community objectives. While community input reflects a mix of perspectives on residential uses for the site, it remains an important citywide goal to provide a diverse range of housing options that meet the needs of current and future residents.

The supporting market study further reinforces the viability of these housing types, including both ownership and rental products. These precedents demonstrate how thoughtful planning and high-quality design can successfully integrate townhomes and apartments into a cohesive development. They also illustrate strategies for creating compatible transitions between uses, incorporating shared open space, and supporting a connected, walkable environment that aligns with the site's goals and overall vision.



Vista Ridge Apartments - Waconia			The Otto - Waconia		
Lot Size: 2.68 Acres	Total Units: 51 Units	Development Considerations: 3-Story Apartment with underground parking	Lot Size: 11.68 Acres	Total Units: 163 Units	Development Considerations: 4-Story Apartment with underground parking and gathering spaces
					
Norheim Townhomes - Maple Grove			Meadowland Run Development - Waconia		
Lot Size: 17.49 Acres	Total Units: 208 Units	Development Considerations: Owner-occupied attached townhomes with clubhouse	Lot Size: 12.19 Acres	Total Units: 60 Units	Development Considerations: Owner-occupied attached townhomes
					

DEVELOPMENT FRAMEWORK: ROADWAY ALTERNATIVES

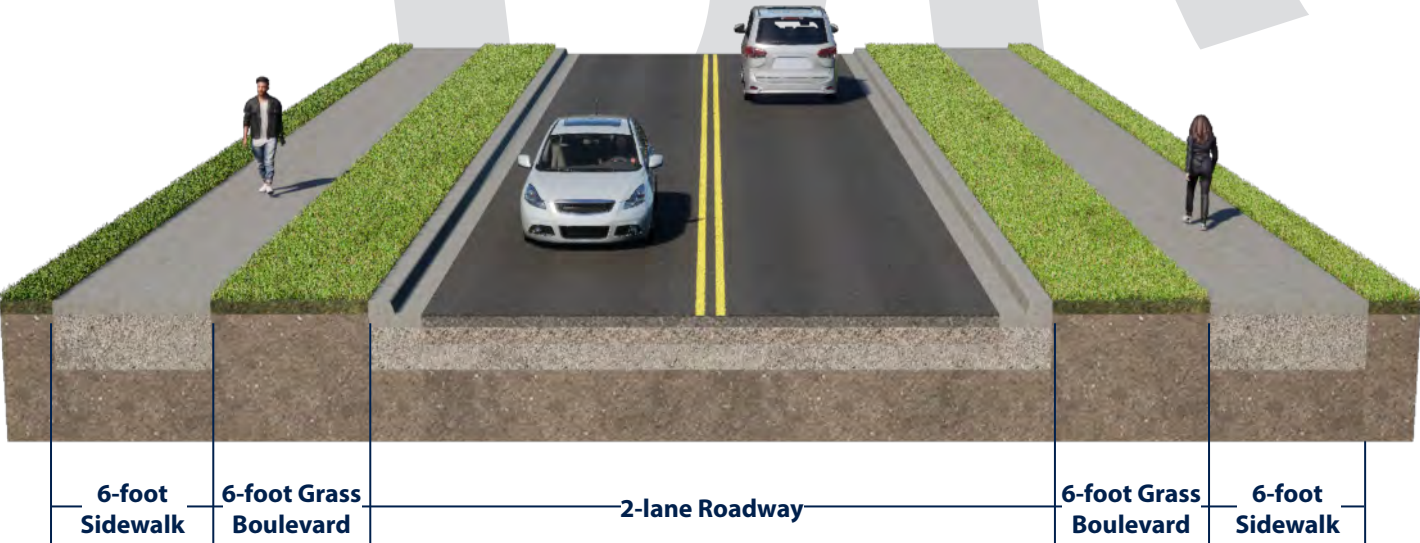
This transportation framework demonstrates how strategic transportation improvements can unlock redevelopment potential, enhance connectivity, and create a more functional, accessible, and development-ready site that advances the City’s long-term goals. Achieving this vision requires careful consideration of access, circulation, and transportation infrastructure, as existing roadway conditions present several constraints that influence both redevelopment opportunities and site access. Existing access patterns, adjacent property access needs, proximity to Highway 284, and anticipated future transportation demands all played a significant role in shaping the recommended roadway concepts.

To create a development-ready site that can accommodate a range of future uses, the development framework recommends the realignment of 8th Street as a key infrastructure improvement. The proposed roadway modifications are intended to improve circulation, enhance site access, create larger and more functional development parcels, and better align transportation infrastructure with MnDOT access management guidelines.

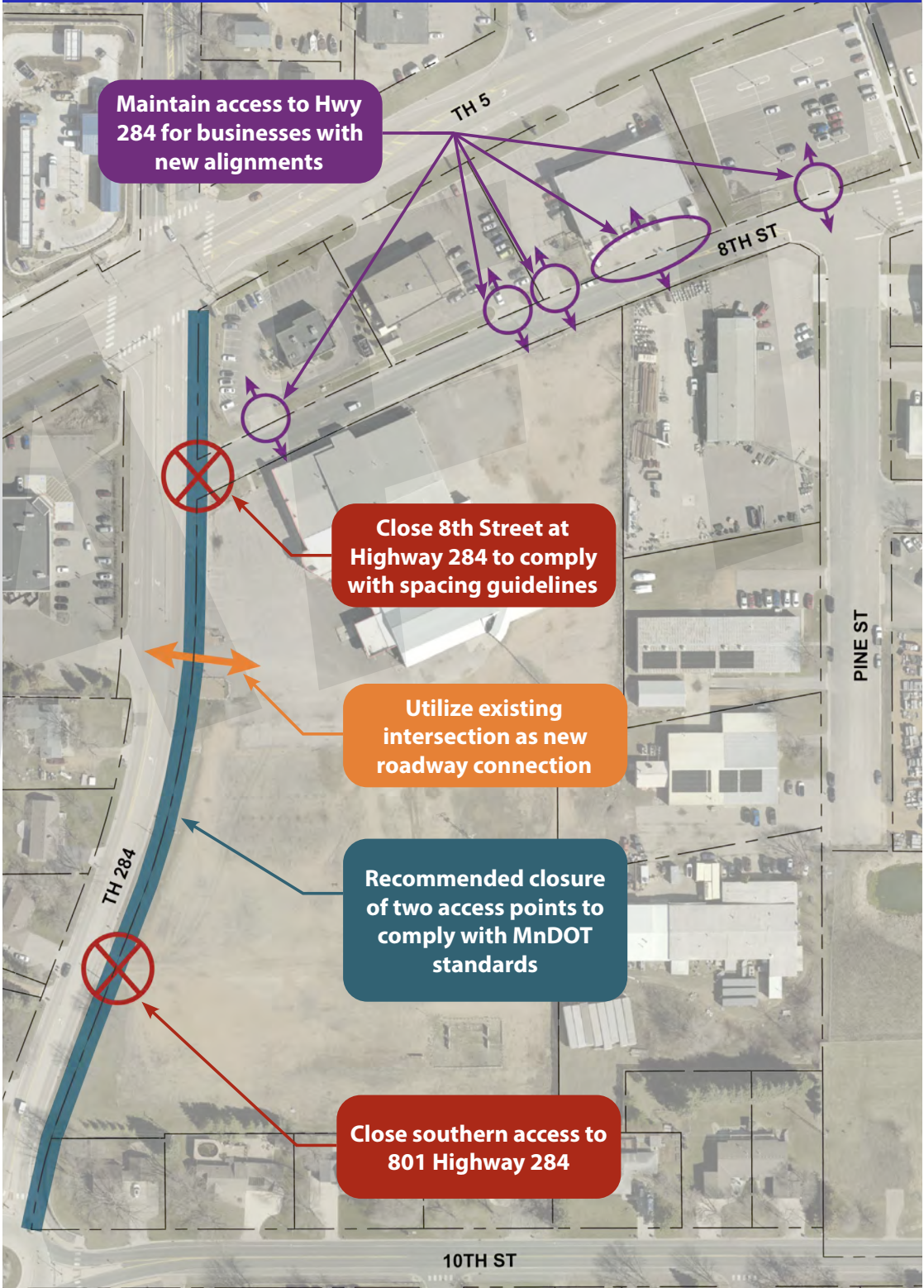
The roadway alternatives provide several approaches for how the 8th Street realignment could be implemented while recognizing the importance of maintaining access to existing properties. Two roadway alternatives were developed and evaluated to understand the trade-offs associated with different alignments and cross-section configurations. Each option offers unique advantages related to redevelopment potential, property access, pedestrian connectivity, implementation complexity, and long-term transportation performance. Collectively, these alternatives illustrate how transportation investments can support redevelopment opportunities while maintaining functionality for existing businesses and property owners.

PROPOSED ROADWAY DESIGN

The proposed roadway alternatives maintain the existing roadway design for 8th Street, with 2-driving lanes and curb and gutter. Sidewalks are included on both sides, separated from the roadway by a 6-foot grassed boulevard.



ROADWAY CONSIDERATIONS



DEVELOPMENT FRAMEWORK: ROADWAY ALTERNATIVES



LEGEND

-  Highway 284 access closure
-  Vacated right-of-way
-  Future access easement*
-  Maintained access points
-  Future roadway

**Further evaluation will be needed as part of the development review process to determine the best access options for all businesses/property owners*

DEVELOPMENT FRAMEWORK: DEVELOPMENT ALTERNATIVES

Building upon the roadway alternatives, the development alternatives presented in this plan continue to explore the site's redevelopment capacity and illustrate a range of potential future development scenarios. Rather than identify a single preferred concept, the alternatives demonstrate different ways the site could accommodate a mix of residential, commercial, hospitality, and public space uses while responding to market opportunities and transportation considerations.

Each alternative varies in its land use composition, building placement, development intensity, open space configuration, and transportation needs. Some alternatives emphasize commercial development and destination-oriented uses, while others incorporate a greater proportion of residential development or community amenities. Collectively, the alternatives demonstrate how different development programs can build upon the proposed transportation improvements, advance the City's goals, and create distinct site experiences and redevelopment outcomes.

An important consideration in evaluating each alternative is the anticipated transportation impact associated with different land uses. Retail, restaurant, hotel, townhome, and multifamily residential developments each generate varying levels of traffic and parking demand. Understanding these differences is important because roadway improvements, access management strategies, and site circulation networks must be designed to align with future development intensity. Traffic generation estimates and transportation considerations are therefore integrated into each alternative to help illustrate the relationship between land use decisions, redevelopment potential, and infrastructure needs.

Together, the development alternatives provide a foundation for future conversations with developers, property owners, and decision-makers. They are intended to test how different market-supported development scenarios could be accommodated on the site while remaining responsive to transportation investments, market conditions, community expectations, and the long-term vision established for the area.

LAND USE TYPOLOGIES

Each alternative incorporates a range of land use typologies. The typologies described below have been tailored to the site's unique context.

Residential Uses

Residential development provides an opportunity to expand housing choices within Waconia while supporting economic activity and efficient use of infrastructure. Two primary residential typologies were evaluated: apartments and townhomes.

While multifamily apartments were found to be supported by market conditions, community engagement results indicated limited support for apartment development on this particular site. Residents and stakeholders generally expressed a preference for housing types that provide a greater transition in scale and character to surrounding uses. As a result, townhomes emerged as the preferred residential development form, offering opportunities for ownership housing while maintaining compatibility with adjacent development patterns. Townhomes can also provide a higher-quality transition between commercial uses, open spaces, and neighboring properties.

Commercial and Retail Uses

Commercial development remains a foundational component of the site's future vision. Market findings indicate opportunities for additional neighborhood-serving retail and service-oriented businesses that complement existing commercial districts within Waconia. Potential development patterns include multiple freestanding retail buildings organized across individual pad sites, allowing flexibility to respond to future market demands and tenant

needs. Retail uses should be designed to create an attractive destination into the community while contributing to a cohesive site design and pedestrian-friendly environment.

Hospitality Uses

Community engagement results demonstrated strong support for a hotel as a potential use on the site. A hospitality use could capitalize on the property's visibility and regional access while supporting local businesses, visitors, and economic development objectives. A hotel may also serve as an anchor use that helps activate the site and strengthen Waconia's position as a destination within the region.

Community and Gathering Spaces

Community input consistently highlighted the importance of incorporating shared, community-oriented spaces alongside private development. There is also strong interest in public-private partnerships to help deliver meaningful spaces that serve the broader community. These spaces are often considered "third places," meaning they provide settings outside of home and work where people can gather, socialize, and build community in an informal and welcoming environment.

Future redevelopment should include a mix of active and passive open spaces that support placemaking, recreation, and social interaction. These may take the form of parks, green spaces, trails, plazas, stormwater features, seating areas, and other gathering spaces that contribute to the site's identity and usability. Well-designed community spaces can strengthen the development's overall character, encourage social connection, and support a cohesive and balanced site plan that reflects the community's aspirations for the site.



DEVELOPMENT FRAMEWORK: DEVELOPMENT ALTERNATIVES

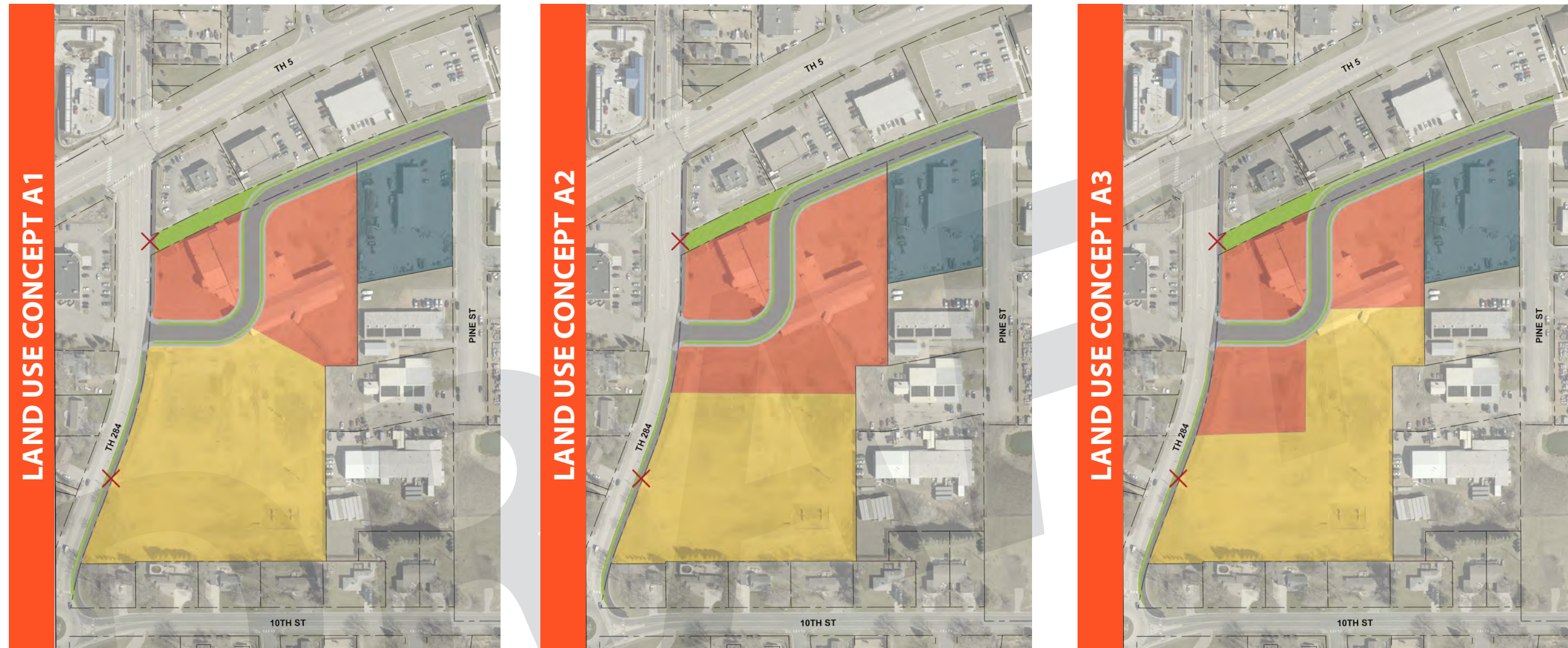
CONCEPT A ALTERNATIVES

LEGEND

Commercial Development (Freestanding Retail and Hotels)

Residential Development (Apartments/Townhomes)

Potential land use change - to be determined



	Concept A1					Concept A2					Concept A3				
	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand
Commercial development	2 to 3	128,433 sf	27,292 sf	1,789 vpd	87 spaces	3 to 4	181,675 sf	38,606 sf	2,531 vpd	122 spaces	3	143,986 sf	30,597 sf	2,006 vpd	97 spaces
Residential development	1	241,595 sf	50 units	333 vpd	72 spaces	1	188,353 sf	39 units	259 vpd	56 spaces	1 to 2	226,042 sf	47 units	311 vpd	67 spaces
Adjacent land use change	1	60,332 sf	--	--	--	1	60,332 sf	--	--	--	1	60,332 sf	--	--	--

*Accounts for future right-of-way, easements, internal circulation and stormwater management needs

DEVELOPMENT FRAMEWORK: DEVELOPMENT ALTERNATIVES

CONCEPT B ALTERNATIVES

LEGEND

Commercial Development (Freestanding Retail and Hotels)

Residential Development (Apartments/Townhomes)

Potential land use change - to be determined



	Concept B1					Concept B2					Concept B3				
	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand
Commercial development	2	92,074 sf	19,566 sf	1,283 vpd	62 spaces	3 to 4	173,317 sf	36,830 sf	2,415 vpd	117 spaces	3	166,395 sf	35,359 sf	2,318 vpd	112 spaces
Residential development	1	262,103 sf	54 units	361 vpd	78 spaces	1	180,860 sf	37 units	249 vpd	54 spaces	1	187,782 sf	39 units	259 vpd	56 spaces
Adjacent land use change	1	45,259 sf	--	--	--	1	45,259 sf	--	--	--	1	45,259 sf	--	--	--

*Accounts for future right-of-way, easements, internal circulation and stormwater management needs

DEVELOPMENT FRAMEWORK: DEVELOPMENT ALTERNATIVES

COMMERCIAL ONLY ALTERNATIVES

Commercial-only development concepts were prepared for each roadway alternative to evaluate the site’s potential to accommodate future commercial growth. These concepts were developed in response to community feedback expressing a preference for commercial development over residential uses and were informed by the findings of the market analysis. The market study identified demand for approximately 390,000 square feet of additional commercial development within the City of Waconia by 2035, demonstrating the community’s capacity to support future commercial investment.

Development Opportunity

The concepts recognize the unique characteristics of the southern portion of the site, where topographic changes may make commercial development more challenging in the near term. Sites closer to Highway 5 are likely to develop first due to their greater visibility, access, and market appeal. In addition, smaller standalone commercial pad sites can be difficult to attract users to until commercial activity is established closer to the Highway 5 and Highway 284 intersection. As a result, the concepts identify the southern portion of the site as an area that could be developed in later phases as market conditions evolve and opportunities emerge.

Access and Circulation

Further planning for site access and circulation will be needed to support a commercial only development. The southern portion of the site may be laid out to support one large commercial pad or multiple individual pads. Depending on the desired development approach, additional right-of-way or access easements will be needed to provide access to each development site. Further site planning and design is needed to identify an access point that aligns with the chosen transportation alternative and existing site topography.



Phased Approach

In the near term, the area could remain undeveloped and function as a larger community open space, providing visual relief, and an appropriate transition between future commercial development and the adjacent residential neighborhoods. In that respect, the concepts that present residential options would provide a more natural transition between existing and future residential use.

Over the longer term, should adjacent property owners to the south become willing sellers, the southern portion of the site could be incorporated into a larger and more coordinated development area. This approach could provide opportunities for:

- More efficient site planning and land use organization.
- Improved circulation and connectivity.
- Coordinated infrastructure investments.
- Enhanced development flexibility.
- A more comprehensive and cohesive development vision.
- Additional commercial development opportunities that may not be feasible on smaller standalone sites.

This phased approach preserves flexibility for future development while also providing a meaningful community benefit in the interim through expanded open space and a thoughtful transition to neighboring residential properties.

Public-Private Partnership Potential

The concepts also supports how a larger commercial development area could create opportunities for public-private partnerships that advance broader community goals. A larger site provides greater flexibility for coordinated infrastructure improvements, shared parking strategies, public amenities, stormwater management investments, and phased development approaches that are often difficult to achieve on smaller, stand-alone commercial parcels. Similar partnership models have been used throughout Minnesota, where public investment in roads other infrastructure has helped catalyze private development, including projects such as the Chaska Curling Club, and mixed-use redevelopment districts in communities across the Twin Cities.

These types of partnerships can enhance project feasibility, leverage private investment, support high-quality development outcomes, and help position the site as a commercial destination within Waconia. However, realizing the development of this scale may require a longer implementation timeline, as it would likely depend on an investment commitment and lead from the City to assemble partnerships.

DEVELOPMENT FRAMEWORK: DEVELOPMENT ALTERNATIVES

COMMERCIAL ONLY ALTERNATIVES



	Concept A4					Concept B4				
	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand	Total pad sites	Total lot area	Building footprint/ Residential units*	Estimated trip generation	Estimated parking demand
Commercial development	3+	370,028 sf	78,631 sf	5,155 vpd	249 spaces	3+	354,177 sf	75,263 sf	4,934 vpd	239 spaces
Residential development	0	--	--	--	--	0	--	--	--	--
Adjacent land use change	1	60,332 sf	--	--	--	1	45,259 sf	--	--	--

*Accounts for future right-of-way, easements, internal circulation and stormwater management needs

DESIGN PRINCIPLES

While the development framework explores transportation investments and the site’s redevelopment capacity, the following design principles establish the overarching vision that should guide future investment and redevelopment. They provide a foundation for how future development should respond to the site’s unique context, transportation improvements, market opportunities, and the community aspirations expressed throughout this study. The principles are intended to inspire prospective developers and serve as a common reference point for property owners, elected officials, City staff, and development partners as redevelopment opportunities emerge.

Together, these principles establish a shared vision for how the site should function, connect to surrounding areas, contribute to the community, and create a lasting sense of place. They help ensure that future projects build upon the City’s long-term goals, leverage planned transportation needs, and create a distinctive, high-quality destination that reflects Waconia’s character and identity. Ultimately, the principles seek to guide redevelopment toward outcomes that are economically sustainable, context-sensitive, and enduring assets for current and future generations.

Context Sensitive Site and Building Design



Ensure that all development complements the existing character of Waconia through coordinated architecture, appropriate scale, high-quality materials, and cohesive site design that functions well as a unified place. The character should support a cohesive design that serves as a community destination that draws residents and visitors.

Integrated Green Space and Landscape Design



Incorporate trees, green spaces, and native vegetation throughout the site to enhance environmental performance, reduce impervious surfaces, and provide visual and physical connections to nature along streets and pathways.

Multimodal Connectivity



Design a well-connected transportation network that prioritizes safe and accessible walking and biking routes, facilitates easy access from adjacent neighborhoods, ensures ADA compliance, and minimizes access points along major roadways.

Active Edges and Placemaking



Create visually engaging and pedestrian-oriented streetscapes with features such as transparent facades, entrances facing sidewalks, outdoor activity areas, trees, and lighting that enhance the public realm and strengthen the identity of the site.

Land Use Transitions



Provide well-designed transitions between residential areas and more intensive land uses by incorporating buffering elements such as landscaping, building orientation, setbacks, and scale changes to ensure compatibility, protect residential character, and enhance overall site cohesion.

Stormwater Management



Identify and incorporate opportunities for water features that function as stormwater management systems while also enhancing the public realm, creating visible, attractive, and accessible elements such as rain gardens, ponds, and landscaped corridors that contribute to both environmental performance and placemaking.

Community and Gathering Spaces



Integrate publicly accessible and semi-public spaces as a central element of site design, while encouraging land uses that support community-oriented functions or partnerships with the City, fostering an active public realm and contributing to a healthy and sustainable tax base.

Compact Mixed Use Development



Promote a compact and efficient development pattern that carefully balances residential and commercial uses within the same or adjacent buildings to support a vibrant, functional, and diverse urban environment.

IMPLEMENTATION CONSIDERATIONS

The following implementation factors provide guidance for evaluating future redevelopment opportunities and advancing the City’s vision for the site. Building upon the transportation framework, development framework, and design principles presented in this study, they identify key considerations related to transportation, utilities, land use, site design, and implementation that should be addressed throughout the development process.

These factors are intended to help developers, property owners, City staff, and elected officials understand how future projects can leverage transportation investments, accommodate market-supported development, address infrastructure needs, and create high-quality redevelopment outcomes that align with community aspirations and the City’s long-term goals.

TRANSPORTATION FACTORS

The following factors must be considered and included during the development process to ensure access for all existing and future properties and safe and efficient travel for all modes of travel.

Roadway Alternatives

The roadway alternatives update the local network to include a full access at Highway 284 and provide access to new and existing developments. The roadway design proposed aligns with current City of Waconia standards for local roadways, and includes sidewalks on both sides to support non-motorized travel. Both roadway alternatives connect Highway 284 to the existing 8th Street, Pine Street, and East Frontage Road intersection. Alternative A prioritizes the existing circulation, creating a direct connection to East Frontage Road. Alternative B prioritizes a new connection to 8th Street east of Pine Street, with a secondary connection to East Frontage Road. This alternative also requires roadway dedication from and collaboration with the adjacent parcel at 710 Pine Street.

A determination on the selected roadway alternative should consider:

- Which local roadway connections to prioritize
- Which alternative provides the best access options for existing and proposed development
- Which alignment and intersections will best serve the increased traffic from a safety and mobility perspective

Highway 284 Intersection

Both roadway alternatives create an intersection with Highway 284 that increase the distance from the Highway 284 and Highway 5 intersection. MnDOT’s access spacing guidelines for a secondary intersection is 1/4 to 1/8 mile from the nearest primary intersection (Highway 5). The roadway alternatives utilize the existing full access point that connects with the Walgreens access point. This intersection is approximately 450-feet from the nearest primary access point and will require coordination with MnDOT for approval of the design of the intersection. Traffic patterns and future volumes resulting from proposed development should be analyzed to ensure the new intersection includes turn lanes and traffic control that support increased traffic to the study area.

Access Management

Access to existing and proposed developments must be considered in the next stage of development. Shared access agreements and site circulation planning shall be explored through the development process. All future driveways should comply with city spacing standards.

A shared access agreement and formal easement must be established in the northwest parcel along Highway 284 to connect the property at 77 Highway 5 to the new roadway network. All other properties along Highway 5 can maintain their existing driveways onto 8th Street.

UTILITY FACTORS

To ensure access to utility infrastructure and compliance with environmental requirements the following factors must be considered and included during the development process.

Water and Electric Utilities

Existing water and electric utility infrastructure are present on the site. New connections will need to be planned and designed to serve proposed development. Utility easements will also be determined as needed to support the new infrastructure design.

Stormwater

The site is currently served with stormwater infrastructure, designed to support the former use of the site. Additional infrastructure and modifications must be planned and designed to support proposed development. Additionally, local and regional stormwater storage and treatment requirements must be followed. Coordination with the Carver County Watershed Management Organization, Minnesota Pollution Control Agency, and local coordination will confirm needed approvals and infrastructure needs. This coordination will support a determination by the City of Waconia if existing stormwater capacity will be used to serve the site or if on-site stormwater treatment will be required as part of the development.



INFRASTRUCTURE IMPLEMENTATION ACTIONS

☐ Highway 284 intersection: coordination and approval with MnDOT

☐ Roadway alternatives: determine desired local network to support proposed development

☐ Traffic analysis: analyze traffic patterns and needs with proposed development to ensure intersection and access design accommodates new travel patterns

☐ Access management: define access and internal circulation design and establish shared access agreements and easements as needed

☐ Environmental review: coordinate with regional organizations to identify standards and complete approvals

☐ Stormwater management: Identify plan for stormwater management of site - utilize existing capacity or require on-site management.

IMPLEMENTATION CONSIDERATIONS

LAND USE FACTORS

The following factors must be considered and included during the development process to ensure future development aligns with the City’s goals and policies and creates a destination for community and visitors alike. These factors will be used by the City Council to inform decision making and should be used by the selected developer during the development process.

Land Use Mix

A mix of commercial and residential development is recommended for the nine-acre site. A combination of both use types was identified based on the market study, City and project goals, development timing considerations, and community input. Commercial development supports freestanding retail and hotel development on the site at varied scales that align with future property limits.

Residential development is guided for the site based on site conditions (including roadway access/visibility and adjacent uses) and market analysis. Community input shared varied opinions of residential development, with strong opposition toward high-density development. Residential development is guided at a density of 6 to 12 units per acre, supporting townhome development. However, support for a mix of up to 22 units per acre may be explored. A Comprehensive Plan amendment and future zone change will be required to support residential development on the site.

Development/Building Considerations

Future development will follow existing City standards and should be designed to align with surrounding development. Commercial buildings are assumed to utilize 10 to 25 percent of the site, providing space for parking, landscaping and gathering spaces. Residential development is guided at a density of 6 to 12 units per acre.

The creation of gathering or community connection opportunities within future development is highly supported across the site. These spaces may include outdoor gathering spaces, such as seating, or internal community uses that welcome the community into the development.

Residential and commercial development on the 801 Highway 284 site should utilize the identified design principles throughout the development process.

Adjacent Development

The adjacent development includes a variety of uses, from residential to industrial, and the impacts to and from these uses and future development must be considered. Existing buffer standards must be followed and additional design considerations for transitional areas should be incorporated.

Future use and development of the property at 710 Pine Street must be considered through the development process. Considerations include future right-of-way dedication needs with the future roadway network and inclusion in development opportunities if identified.

Traffic Considerations

Future development will increase the traffic volumes accessing the site, and should be considered through the development process. General estimates for the trip generation associated with commercial and residential development is identified in the following pages and these estimates should be refined as development plans are solidified. These estimates will inform future roadway design and traffic control needs within and surrounding the site.

LAND USE IMPLEMENTATION ACTIONS

- ☐ **Land use mix:** identify a mix of land uses that align with the selected roadway alternative and site goals
- ☐ **Development approvals:** amend the Comprehensive Plan and change site zoning to support the identified land use mix
- ☐ **Design principles:** utilize the design principles to inform the design process
- ☐ **Community destination:** consider the inclusion of community and gathering spaces and destinations within the development
- ☐ **Adjacent development:** coordinate with surrounding property owners throughout the development process
- ☐ **Property access:** ensure shared access agreements and easements are identified early in the development process
- ☐ **Traffic volumes:** update traffic and parking estimates throughout the development process to guide development needs

IMPLEMENTATION TOOLS

Successful implementation of this Small Area Plan will require ongoing collaboration between the City, property owners, developers, agency partners, and the community. While the ultimate development outcome will be shaped through future market conditions and development proposals, the City has a variety of tools available to help guide the process and advance the vision established in this plan.

The following implementation tools can be used throughout each stage of the development process, from site marketing and developer solicitation to project review, approvals, infrastructure investments, and long-term site build-out. **Together, these tools provide the City with opportunities to influence the form, character, timing, and quality of future development, helping ensure that redevelopment aligns with community priorities, supports long-range goals, and reflects the vision outlined in this Small Area Plan.**

Public (City-led) Tools

These are actions the City of Waconia can directly control or lead.

Planning & Regulatory Tools

- Planned Unit Development (PUD): Allows flexibility in design, layout, and mix of uses to achieve a more cohesive and unique project.
- Design Guidelines / Overlay Districts: Establish architectural quality, materials, landscaping, and design features.
- Zoning Updates: Tailor zoning to explicitly allow mixed-use and mid-density housing.

Financial Tools

- Tax Increment Financing (TIF): Helps fund infrastructure, public spaces, or gap financing for desired development features.
- Public Infrastructure Investment: Streets, utilities, trails, and streetscape improvements to set a high-quality framework.
- Grants & State/Federal Funding: For housing, brownfield cleanup, sustainability, or placemaking elements.

Land & Site Control

- Land Write-Down / Subsidized Land Sale: Reducing land cost to attract high-quality or desired uses.
- Phased Land Release: Ensures development occurs in a coordinated, high-quality manner.
- Development Agreements: Contractually require design quality, use mix, and community benefits.



Private (Developer-led) Tools

These are strategies typically driven by developers and would be coordinated with the City.

Development Approach

- Mixed-Use Product Design: Integrating commercial and residential (e.g., apartments over retail, townhomes near amenities).
- Placemaking & Branding: Creating a strong identity through architecture, signage, and curated tenant mix.
- Phased Development Strategy: Building the project over time to respond to market demand.
- Private Open Spaces: Courtyards, plazas, rooftop spaces that contribute to a unique feel.
- Shared Parking: Reduces parking needs and improves site design.
- Sustainability Features: Green buildings, stormwater features, and energy-efficient design.

Public-Private Partnership (PPP) Tools

- These are collaborative approaches between the City and private sector—often the most effective for unique developments.

Financial Partnerships

- Gap Financing / Cost Sharing: City helps fund parking, public spaces, or infrastructure improvements.
- Revenue Sharing Agreements: Aligns long-term interests between the City and developer.
- Joint Grant Applications: Leveraging both public and private eligibility for funding.

Land Development Partnerships

- Joint Development Agreements: City retains some control while working with a developer to implement the vision.
- Ground Leases: City maintains ownership of the land while allowing private development.
- Master Developer Model: One lead developer coordinates the entire site for consistency and quality.
- Public Art Programs: Co-funded installations that reinforce the Waconia identity.

NEXT STEPS

The 801 Highway 284 site presents a unique opportunity for the City of Waconia to create a distinctive community destination that reflects community values, supports economic growth, and enhances the community's sense of place. The development framework and design principles presented in this study establish a vision for how the site can evolve into a vibrant and connected destination. While this study does not prescribe a specific redevelopment outcome, it provides guidance for future decision-making and development discussions. As opportunities emerge, the recommendations contained within this plan should be used to inform redevelopment proposals, leverage infrastructure investments, and help ensure future projects align with the City's vision, community priorities, and long-term goals.

The following process identifies key steps that may be used to guide future redevelopment efforts and move development opportunities forward.

Small Area Plan Approval

1. Establish planning guidance and tools to guide the development process.

Developer Selection and Property Transfer

2. Determine the City's level of interest in continued ownership or maintenance of future development outcomes.

3. Identify the desired implementation tool for identifying a development partner for the execution of the redevelopment process.

Planning Approvals

4. Identify required processes and approvals at the local and regional level (e.g., Comprehensive Plan amendments).

5. Collaborate with developer through the application process and execute approvals.

6. Site review for potential remediation and mitigation needs.

7. Identify and complete additional environmental and/or traffic studies required for plan approval.

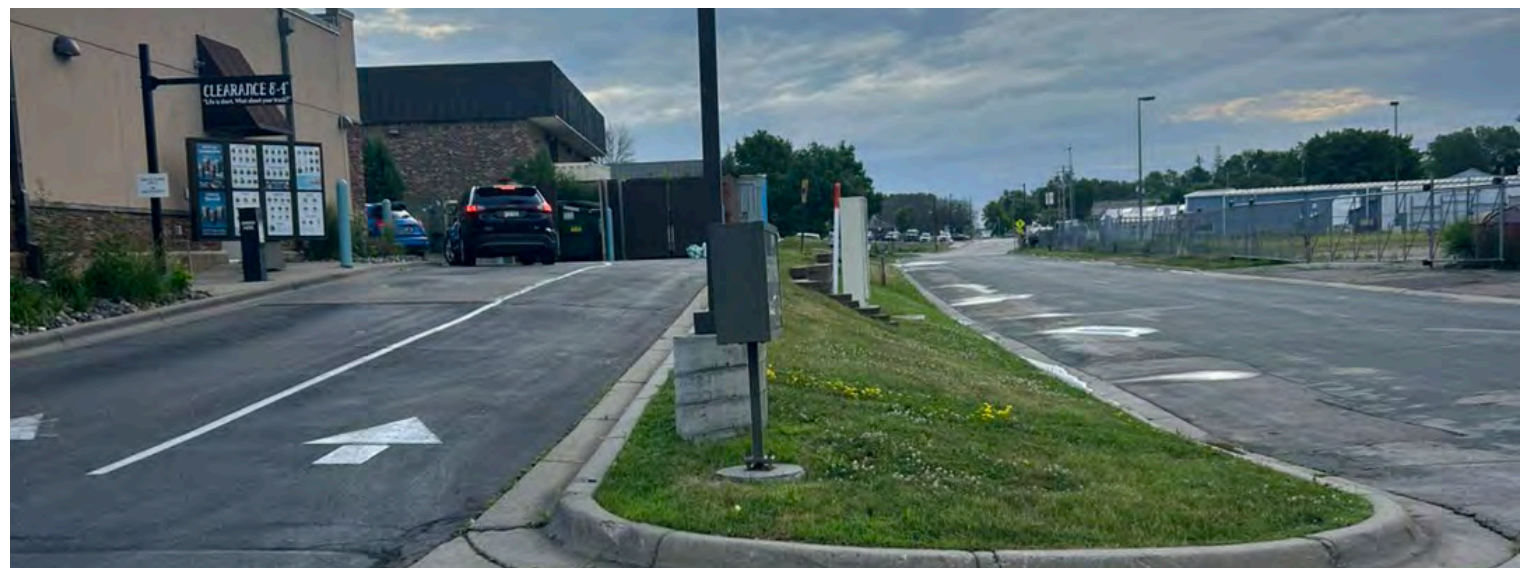
Infrastructure Planning and Design

8. Collaborate with the developer to design utility and transportation network improvements to support development activities.

Construction

9. Construct City infrastructure and improvements.

10. Construction begins on approved site developments.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026
Item Name:	9.3. Site Plan — Trails Edge Senior Apartments at 905 Airport Road
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2026-178 approving the Site Plan application to allow the construction of a multifamily apartment building at 905 Airport Road.

EXPLANATION OF AGENDA ITEM:

BACKGROUND:

Applicant: Carver County Community Development Agency (CDA)

Owner: CCCDA Trail's Edge Senior LP

Address: 905 Airport Road

P.I.D. #: 753140030

Zoning District: R-5, High Density Residential

Comprehensive Plan Designation: H – High Density Residential

REQUEST:

The City has received a Site Plan and Design Review application submitted by the Carver County CDA to allow the construction of a 3-story, 43-unit affordable senior apartment building for the property located at 905 Airport Road.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05, Subd. 2.E – R-5, High Density Residential District
2. Section 900.06 – Supplementary Regulations
3. Section 900.07 – Landscaping and Fencing
4. Section 900.08 – Performance Standards
5. Section 900.09 – Off-Street Parking, Loading, and Access Regulations
6. Section 900.10 – Sign Regulations
7. Section 900.12, Subd. 10 – Site Plan Review

SITE PLAN REVIEW

City Ordinance requires Site Plan Review “in order to further promote the safe and efficient use of land and to further enhance the value of property in the City.” City Ordinance requires Site Plan Review for any construction for which a building permit is required, except for construction of detached, single-family residential structures or structures accessory thereto.

EXISTING CONDITIONS

The subject parcel is currently undeveloped and zoned appropriately for high density residential use.

ZONING

The property is currently zoned R-5, High Density Residential District, which allows for multiple family dwellings as a permitted use.

LOT REQUIREMENTS**Minimum Lot Area**

30,000 sq. ft. for multi-family dwellings. For multi-family dwellings a minimum of ten (10) percent of the gross project area shall be in private recreational uses for project residents. Such area shall be for recreational uses suited to the needs of the residents including swimming pools, tennis courts, tot lot areas, nature areas, etc.

Minimum Lot Width = 150 ft.

Maximum Hardcover Surface = 70%

Maximum Structure Height = 40 ft.

Minimum Yards:

Front yard = 50 ft. min. setback from Airport Road

Side yard = equal to the height of the structure

Rear yard = 30 ft. min. setback

VEHICULAR ACCESS AND TRAFFIC

The applicant is proposing two vehicular access locations off of Airport Road. The northerly access is new and the location is acceptable as proposed. The southerly access is existing and is a shared access with the neighboring property to the south. This location is also acceptable. However, confirmation is needed that a cross-access easement or an agreement exists allowing for both properties to use this access.

SCREENING OF EQUIPMENT

Any mechanical equipment visible from the street will be required be screened from view by an accent enclosure consistent with the design of the building.

OFF-STREET PARKING

The off-street parking requirements stated for multi-family residences are as follows:

- 1.6 spaces per one bedroom unit.
- 1.8 spaces per two bedroom unit

The plans indicate the development of 72 parking stalls, which is conforming. City Code requires 71 total parking stalls based on the unit and bedroom count provided.

LANDSCAPING

Section 900.07, Subd. 2.D of the City Ordinance requires properties zoned R-5 to have the equivalent of one (1) tree/landscape planting for every two dwelling units on any given property.

City Ordinance requires a minimum of 22 trees to be planted on site based on the number of units in the multi-family building. The landscape plan indicates 23 trees to be planted, which conforms to City Code minimum requirements.

Section 900.05.6. – R-5, High Density Residential District requires “a minimum of 10% of the gross project area shall be in private recreational uses for project residents. Such area shall be for recreational uses suited to the needs of the residents including swimming pools, tennis courts, tot lot areas, nature areas, etc.”

The plans indicate an area for community gardens with raised planter beds for the planned seniors in the apartment community. The proposed community garden meets the private recreational requirement stated above.

Note: A building permit is required for retaining walls 4 ft. or greater in height which requires a certified plan designed by a licensed Professional Engineer. It is recommended that a fence be provided for the top of the retaining wall located on the northeast side of the project.

SIGNS

The applicant has not included any details regarding the proposed signage for the site. Any future signage shall require a permit and shall conform to Section 900.10 of the City Code and all applicable design standard requirements.

LIGHTING

Section 900.08, Subd. 1.C provides standards for exterior lighting. The lighting plan conforms to City Code requirements.

City Code states “Exterior lighting shall be designed and arranged to limit direct illumination and glare in any contiguous parcel of land. Reflected glare or spill light shall not exceed five tenths (0.5) foot candle when the source of light abuts any residential or public use parcel or one (1.0) foot candle when the source of light abuts any commercial or industrial parcel or any public right-of-way...”

PEDESTRIAN ACCESS

The plans identify a sidewalk along the rear side of the building. The sidewalk extendeds from

the proposed walk to the trail at the southwest corner of the site providing the required pedestrian access from and to the site.

TRASH

City Ordinance requires “All trash and trash handling equipment to be stored within the principal structure, within an attached structure accessible from within the principal structure, or totally screened from eye-level view from public streets and adjacent residential properties. If accessory structures are proposed, they shall be constructed of the same building material as the principal structure.”

The plan set identifies a trash room on level one adjacent to the underground parking areas. Interior trash handling conforms to City Code requirements. Please note that the dumpsters/trash receptacles should only be outside of the structure on identified pick up days and then be put back in the identified trash room. The dumpsters cannot remain outside unscreened and/or unenclosed.

GRADING, DRAINAGE & UTILITIES

The City Engineer and Public Services Director have conducted an initial review of the grading, drainage and utilities. Any recommendation by the Planning Commission should include a condition requiring the applicant to work with the City Engineer to revise the utility and grading information to the satisfaction of the City prior to any work commencing on site.

SEWER AVAILABILITY CHARGE (SAC) AND CITY TRUNK FEES

New construction, a new business, a change in location or change in the use of space in a way that creates more potential demand on the wastewater system will require submission to the Metropolitan Council for a Sewer Availability Charge (SAC) determination. The SAC determination made by the Metropolitan Council informs the City sewer and water trunk fees associated with the potential development, redevelopment and/or remodeling of the subject property, location, or business. City Code requires that for every SAC unit determined by the Metropolitan Council, the project will require the payment of one City sewer trunk fee and one City water trunk fee. The 2026 SAC and City trunk fees are included below for convenience.

SAC Charge	\$2,485 per SAC unit determined by the Metropolitan Council
Sewer Trunk Fee*	\$4,200 per SAC unit determined by the Metropolitan Council
Water Trunk System Development Charge*	\$6,500 per SAC unit determined by the Metropolitan Council
Stormwater Trunk Fee	\$11,500 per acre
Stormwater Access Fee	\$1,600 per acre

*City Code indicates that the equivalent sewer and water trunk units for multi-family equate to 0.8 units per SAC unit determined by the Metropolitan Council.

The applicant has identified this project as a 43-unit affordable housing development for independent adults aged 55+. All units will serve households at or below 50% Area Median Income (AMI). The City of Waconia offers a Water and Sewer Trunk Fee Waiver Program for all water and sewer connections fees for affordable housing meeting the identified criteria. Staff continues to work with the applicant on the application of this program.

CONCLUSION/RECOMMENDATION

The Planning Commission, at their regular meeting on July 9th, 2026, reviewed the pertinent information and recommended approval of the Site Plan application submitted by the Carver County CDA for the Trails Edge Senior apartment building at 905 Airport Road via a 5-0 vote.

If the City Council chooses to approve the Site Plan application, the Planning Commission and staff would recommend approval with the following conditions:

1. The Trails Edge Senior Site Plan shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management. A copy of any approvals or permits shall be submitted prior to any land disturbing activities.
4. The applicant shall obtain a General Construction Stormwater Permit (NPDES) from the Minnesota Pollution Control Agency and submit a copy to the City prior to any land disturbing activities.
5. All indirect costs related to the permitting, review, and plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The watermain, sanitary sewer, grading, and stormwater issues shall be resolved to the satisfaction of the City Engineer and Public Services Director prior to the issuance of the building permit for the development.
7. Final fire hydrant placement, required fire access, and other improvements required per the Fire Code shall be coordinated with the City Fire Chief prior to building permit issuance.
8. The southerly driveway access is existing and is a shared access with the neighboring property to the south. The applicant shall confirm that a cross-access easement or an agreement exists allowing for both properties to use this access.

ATTACHMENTS:

1. Resolution No. 2026-178 Approving Site Plan Trails Edge Senior 2. Location Map 3. Carver County CDA Trails Edge Senior Narrative 4. Trails Edge Architectural Plans 5. Trails Edge Civil and Landscape Plans 6. Fire Truck Turning Movement	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION 2026-178**

**A RESOLUTION APPROVING THE SITE PLAN FOR
THE TRAILS EDGE SENIOR PROJECT AT 905 AIRPORT ROAD**

WHEREAS, the Carver County Community Development Agency (the “**Applicant**”), has submitted a Site Plan Review application for the property located at 905 Airport Road (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is described as Lot 2, Block 2, INTERLAKEN 3RD ADDITION, Carver County, Minnesota and identified as PID# 753140030; and

WHEREAS, the property is zoned for R-5, High Density Residential District; and

WHEREAS, the Applicant is proposing to construct a 3-story, 43-unit affordable senior apartment building which is a permitted use in the R-5, High Density Residential District; and

WHEREAS, the Planning Commission, at their regular meeting on July 9th, 2026, voted 5-0 to recommend approval of the Site Plan Review application with the following conditions:

1. The Trails Edge Senior Site Plan shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. The applicant shall obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management. A copy of any approvals or permits shall be submitted prior to any land disturbing activities.
4. The applicant shall obtain a General Construction Stormwater Permit (NPDES) from the Minnesota Pollution Control Agency and submit a copy to the City prior to any land disturbing activities.
5. All indirect costs related to the permitting, review, and plans associated with engineering and administrative costs shall be paid by the applicant/owner.
6. The watermain, sanitary sewer, grading, and stormwater issues shall be resolved to the satisfaction of the City Engineer and Public Services Director prior to the issuance of the building permit for the development.
7. Final fire hydrant placement, required fire access, and other improvements required per the Fire Code shall be coordinated with the City Fire Chief prior to building permit issuance.
8. The southerly driveway access exists and is a shared access with the neighboring property to the south. The applicant shall confirm that a cross-access easement or an agreement exists allowing for both properties to use this access.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Site Plan Review application submitted by the Carver County CDA for the property located at 905 Airport Road subject to the conditions, findings and recommendations of the Waconia Planning Commission stated above.

Adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

LOCATION MAP—905 AIRPORT ROAD



Carver Count CDA – Trail’s Edge Senior Project Narrative

The Carver County Community Development Agency (CDA) proposes Trail’s Edge Senior, a 43-unit affordable housing development in Waconia for independent adults aged 55+. All units will serve households at or below 50% AMI, with 12 units (28%) reserved for those at or below 30% AMI. The three-story, elevator-served building will include underground parking, a mix of unit types (efficiency to two-bedroom), and shared amenities. It will be co-located with Trail’s Edge South, a 60-unit workforce housing development completed in 2022. Nine units will serve High Priority Homeless individuals, with services provided by the Scott-Carver-Dakota CAP Agency.

The project is part of a previously approved Master Planned Community supporting diverse housing types. The site is near existing and planned retail and high-density residential areas, with coordinated sidewalk and trail connections to parks and a regional trail, enhancing walkability and supporting future commercial growth. Waconia is a desirable location for senior housing, offering strong amenities. The site is walkable to shops (including Target), a mixed-use area, an industrial park, a hospital, and a new elementary school. The Carver County CDA will own and manage the property long term, ensuring lasting affordability. Units will include full-size washers/dryers, controlled access, individual HVAC systems, full kitchens, high-speed internet wiring, enclosed parking, and private patios or balconies. All CDA properties are smoke-free.

An on-site Senior Tenant Service Coordinator will connect residents to services such as Energy Assistance, SNAP, food shelves, transportation, and local providers. CDA partnerships with Carver County Adult Mental Health and Home and Community-Based Care enable seamless support for residents to age in place. This development aligns with the CDA’s mission to provide long-term affordable housing in a growing, connected suburban community.

Trails Edge Senior

905 Airport Road, Waconia, MN 55387
07/01/26
#20027



UNIT MIX - GROSS AREA

Name	Count	Gross Area	%
1BR			
Unit 1-0	21	702 ft²	49%
Unit 1-1 Type A	2	702 ft²	5%
Unit 1-2	9	672 ft²	21%
	32		74%
2BR			
Unit 2-0	4	1,008 ft²	9%
Unit 2-1 Type A	1	1,008 ft²	2%
Unit 2-2	6	1,106 ft²	14%
	11		26%
Grand total	43		100%

GROSS AREA - TOTAL

Level	Area
Level 3	14,463 ft²
Level 2	14,463 ft²
Level 1	16,079 ft²
Level -1	16,137 ft²
Grand total	61,141 ft²

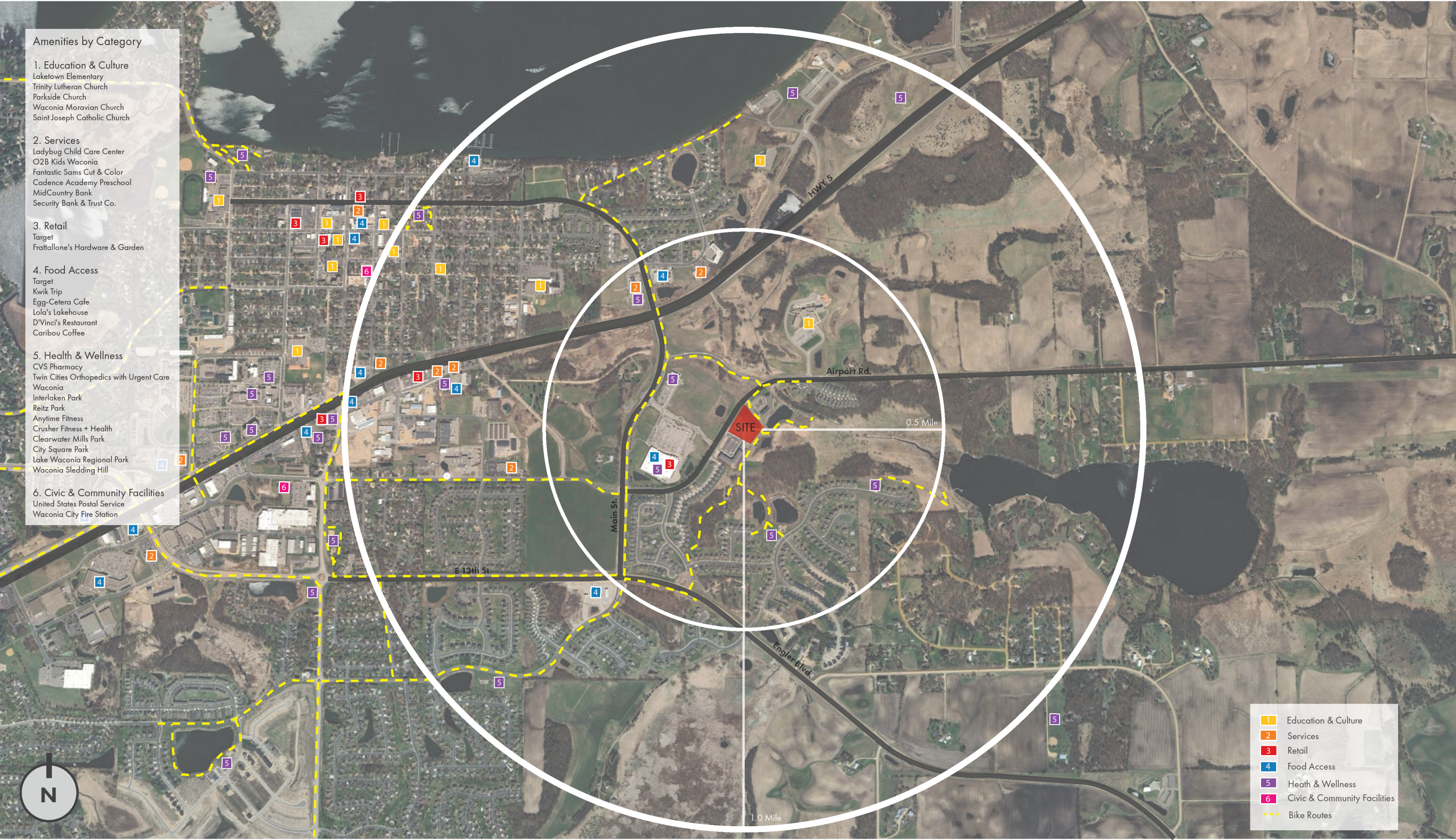
PARKING

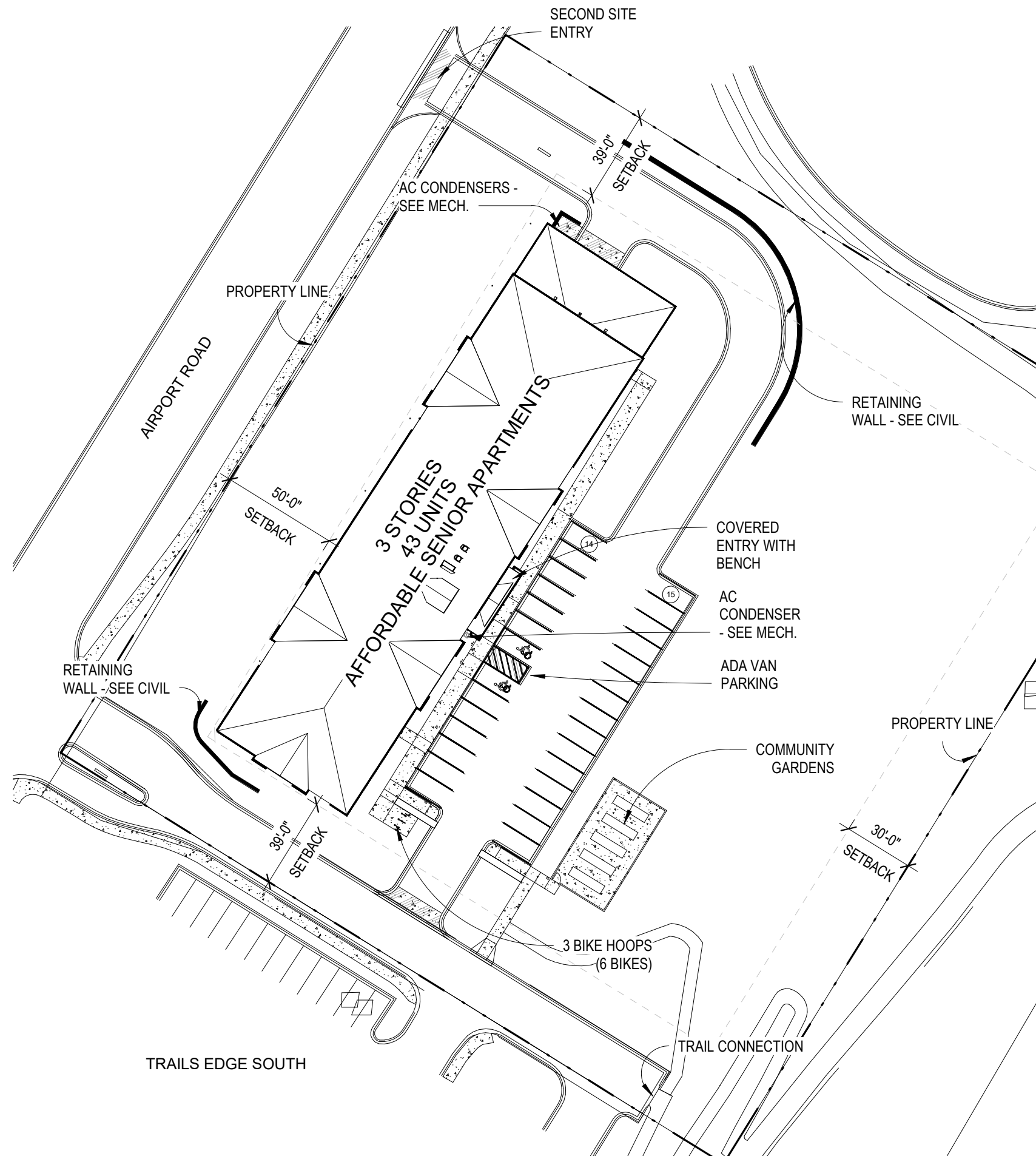
Level	Count
Accessible	
Level -1	3
Standard	
Level -1	40
	43
Accessible	
Level 1	2
Standard	
Level 1	27
	29
Grand total	72

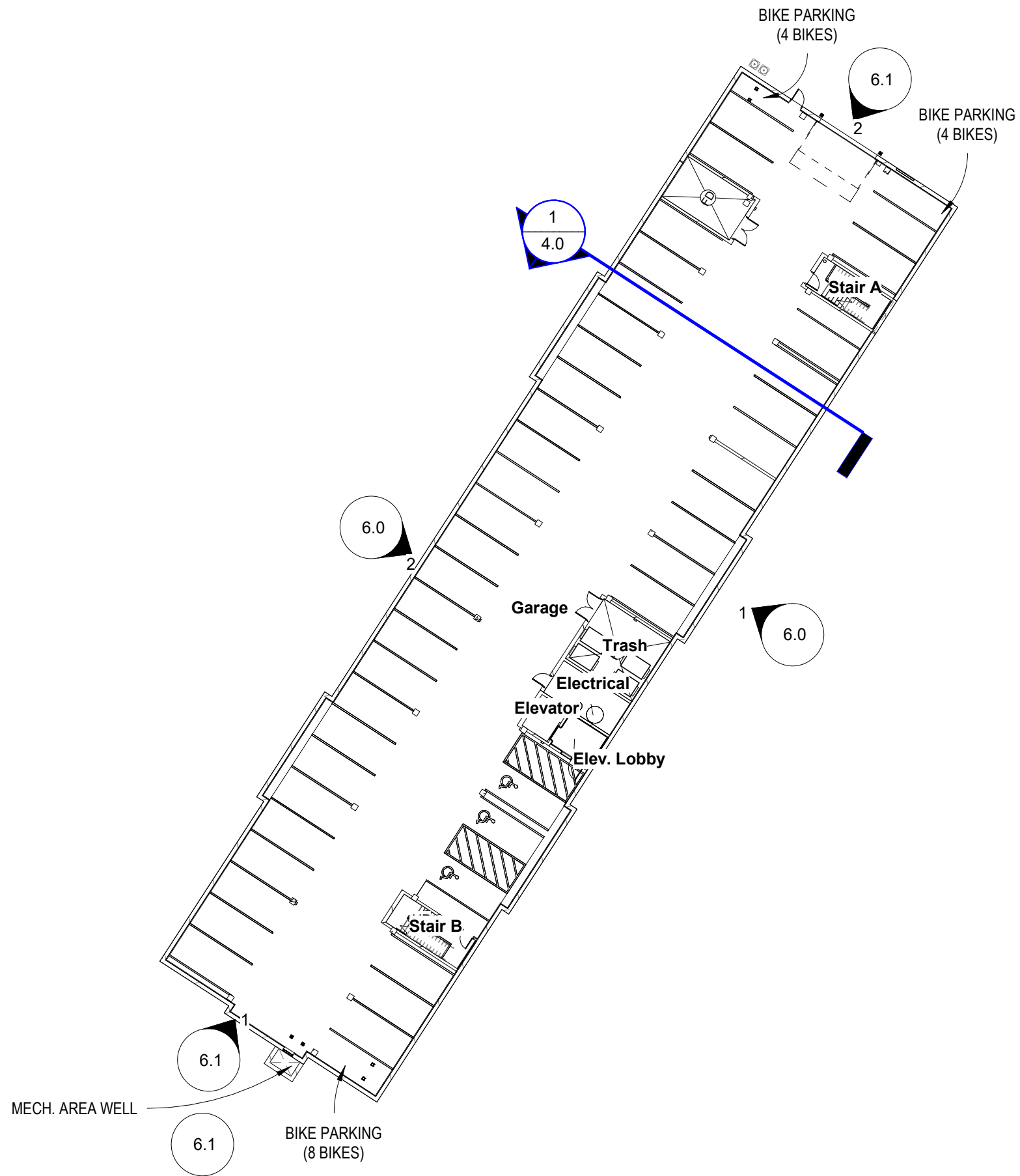
BIKE PARKING

16 GARAGE
6 EXTERIOR
TOTAL: 22

ALL WORK SHALL BE
COMPLETED IN
ACCORDANCE WITH
THE CITY OF
WACONIA'S MANUAL OF
DESIGN &
CONSTRUCTION
STANDARDS.





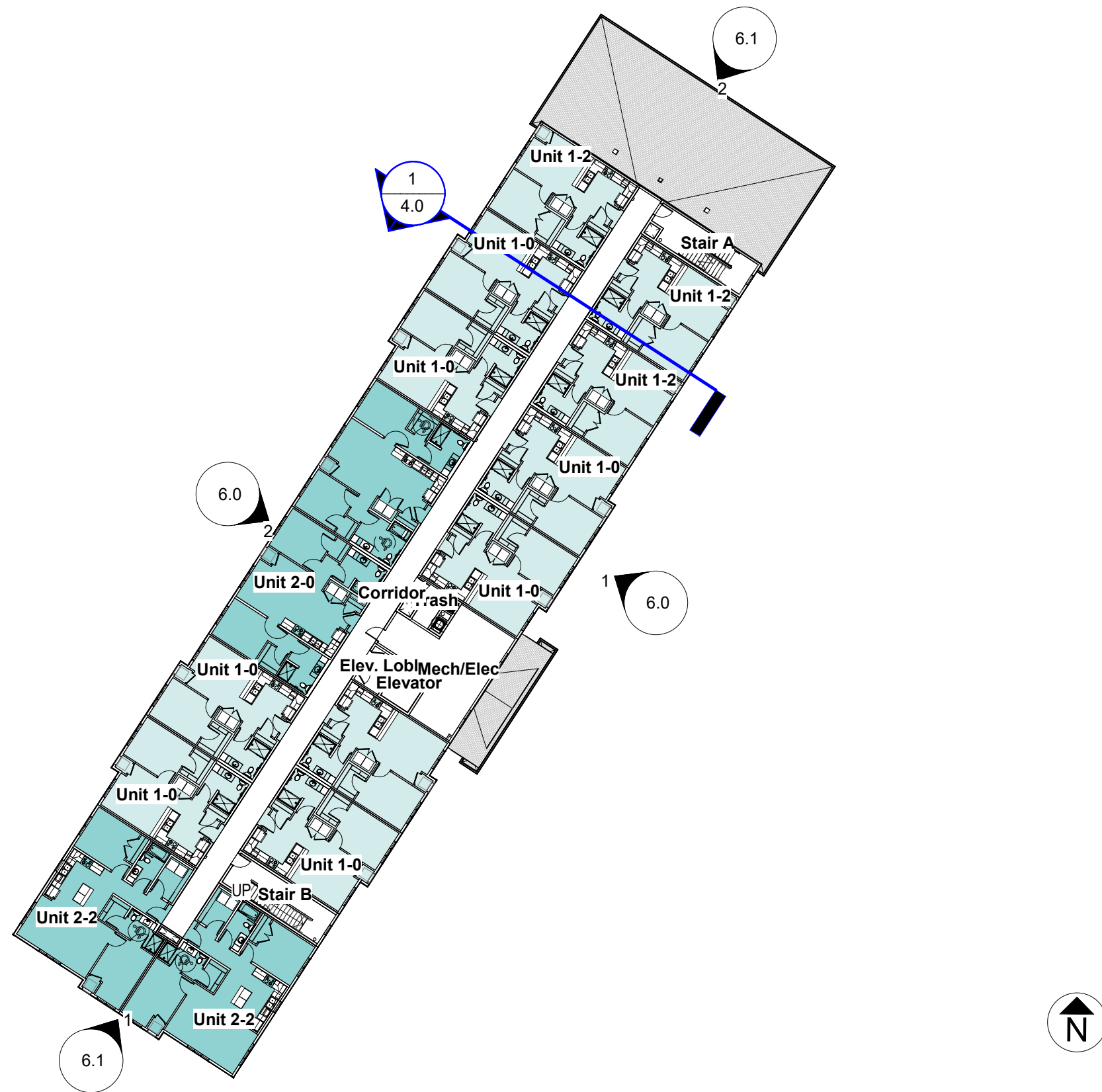


① Level -1
1" = 30'-0"

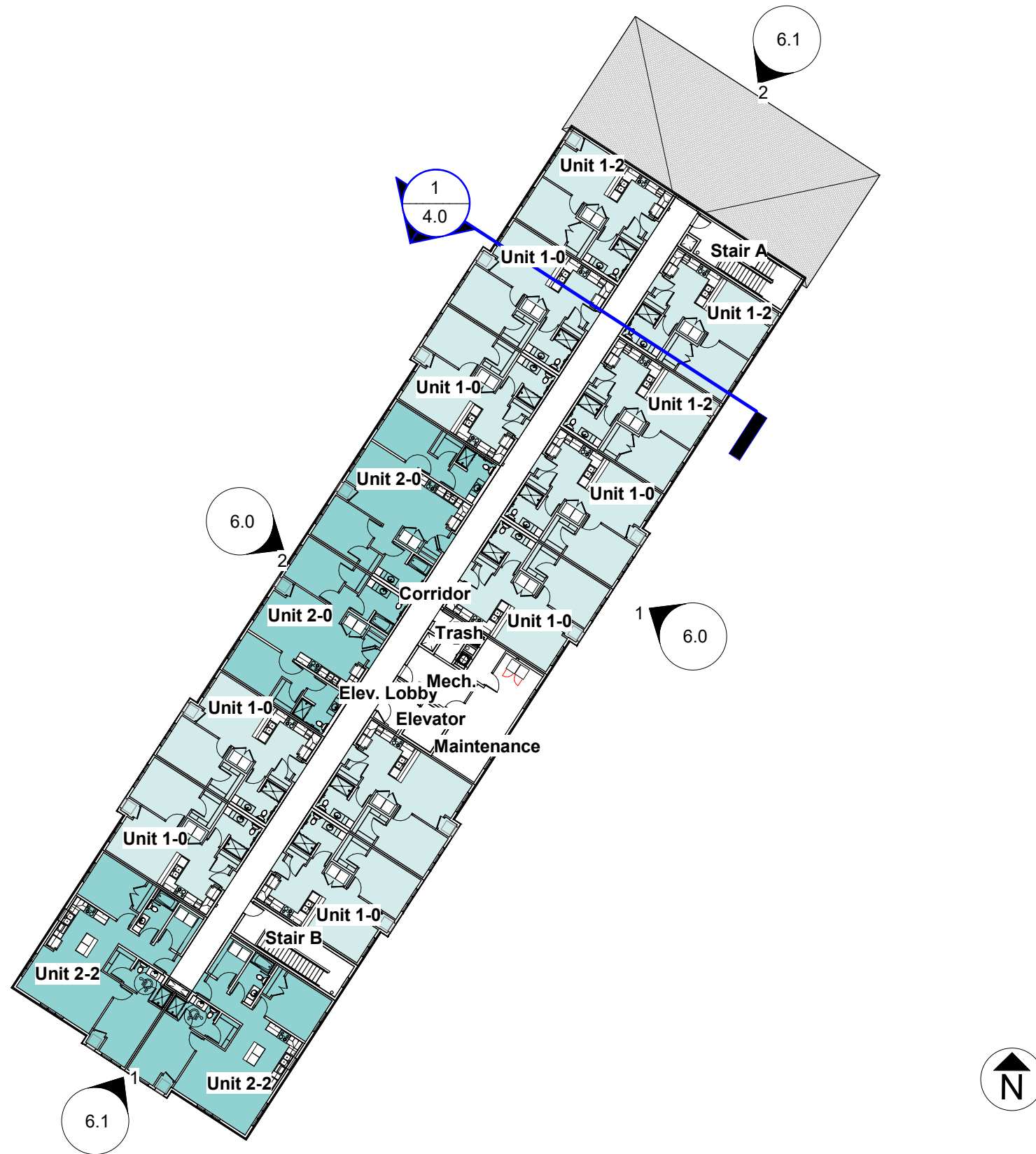


① Level 1
1" = 30'-0"

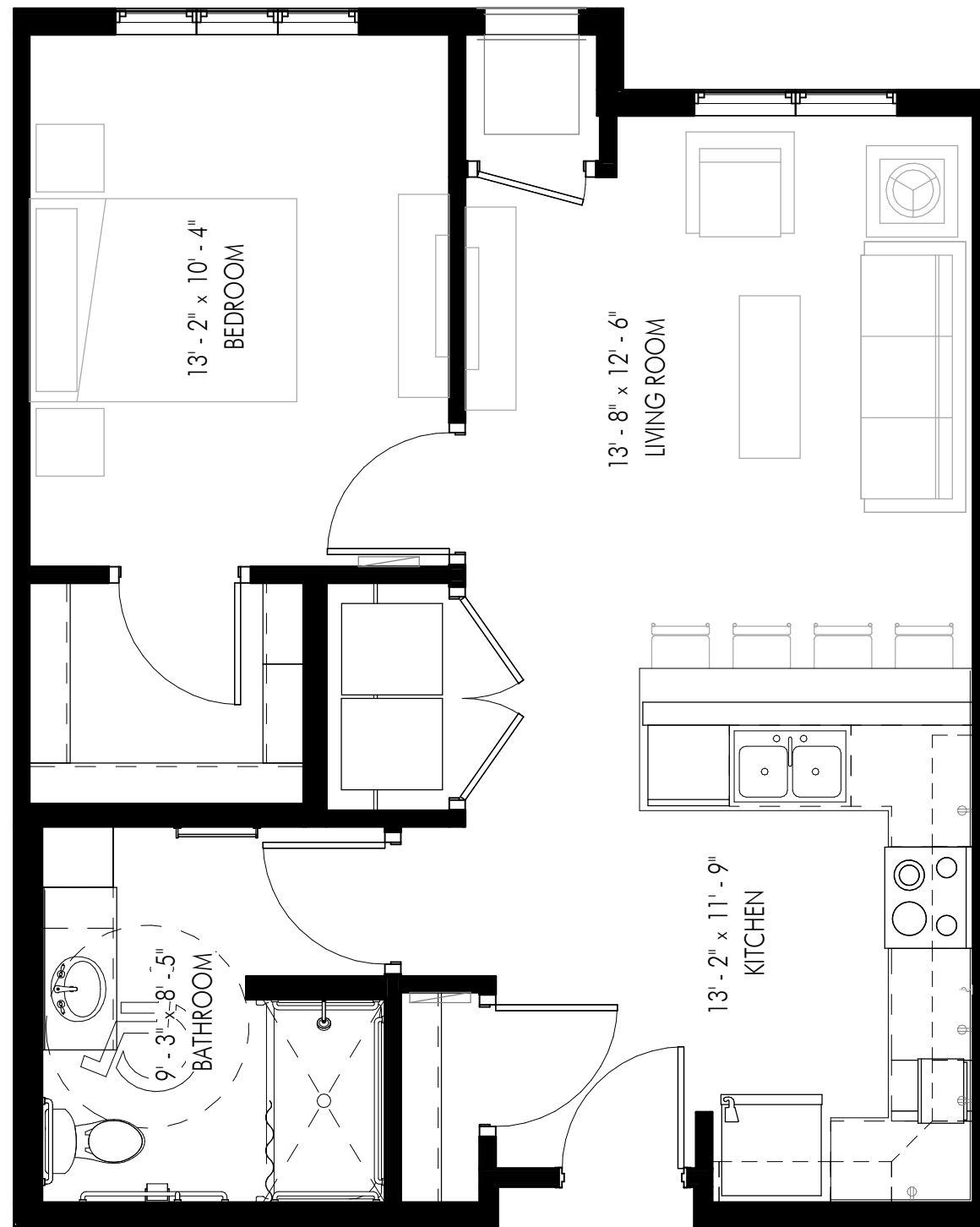




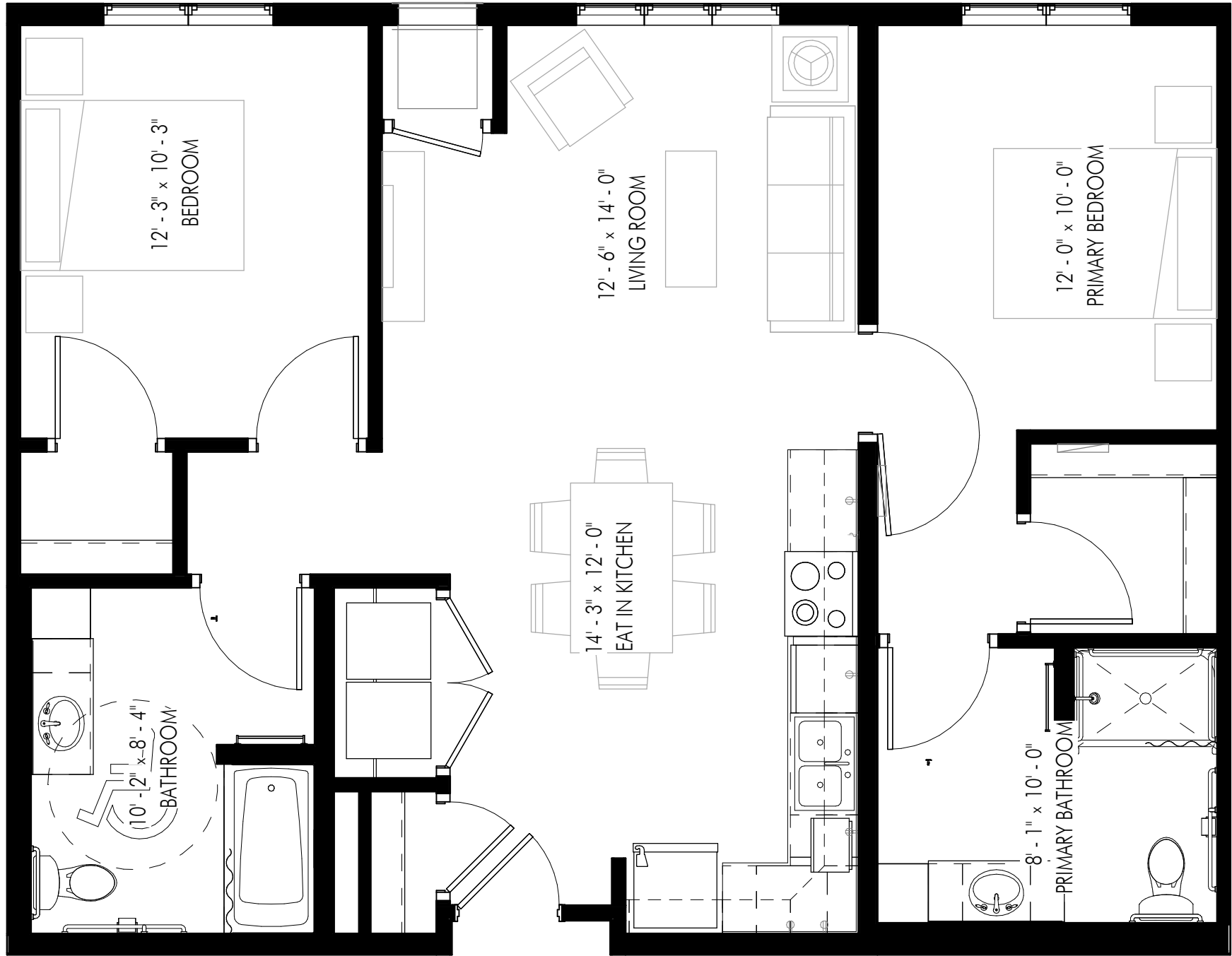
① Level 2
1" = 30'-0"



① Level 3
1" = 30'-0"

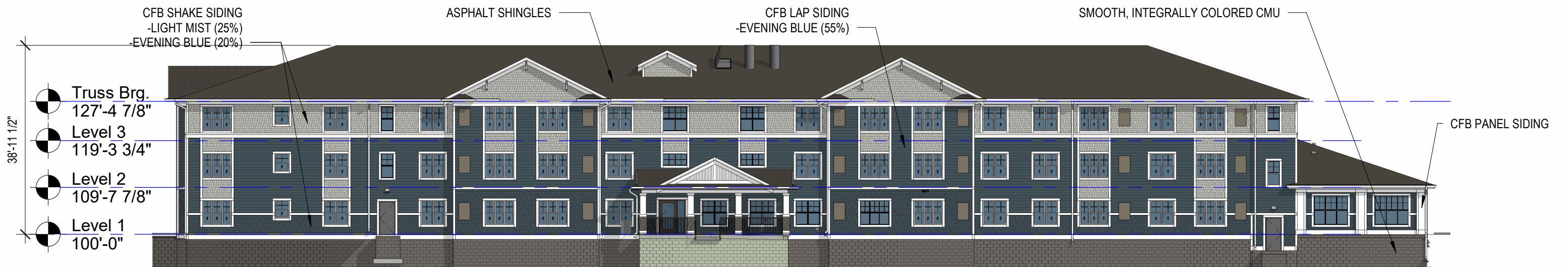


① Marketing Unit 1-0
1/4" = 1'-0"



① Marketing Unit 2-0
1/4" = 1'-0"

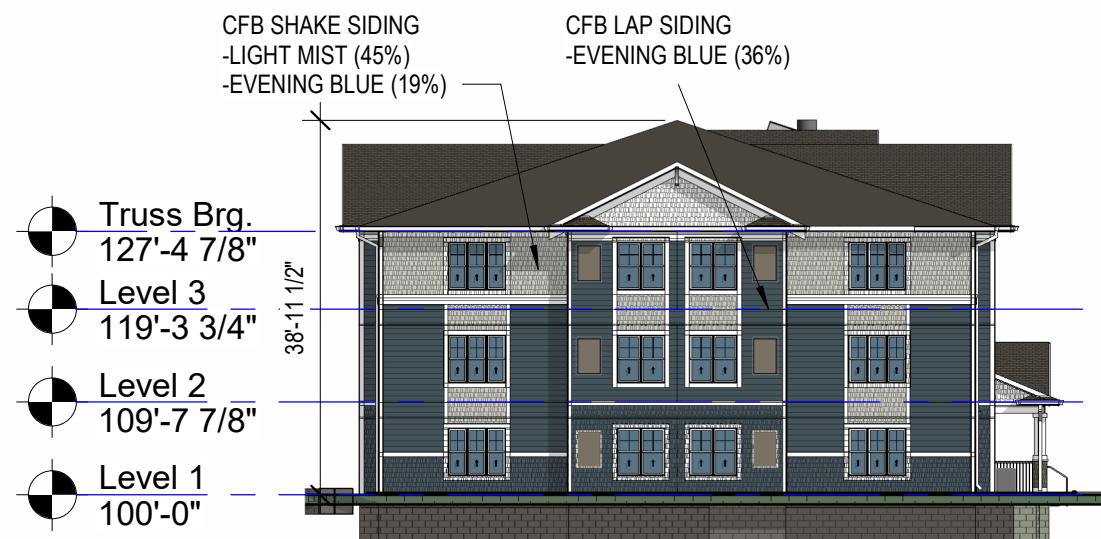




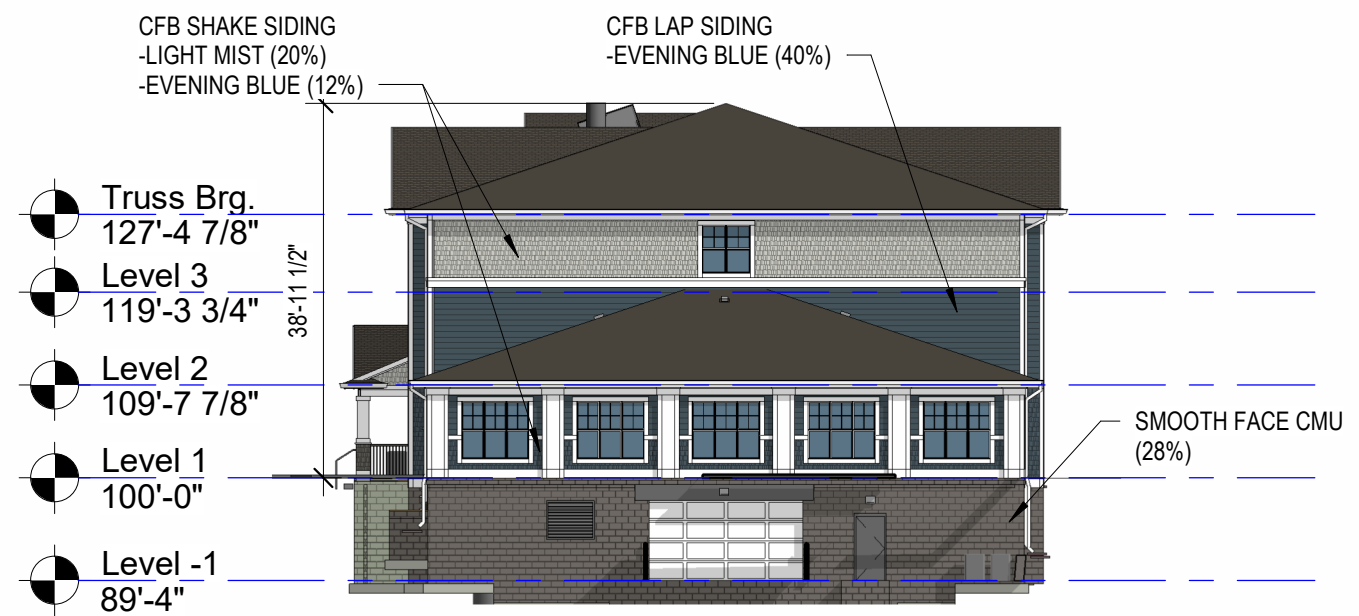
① Carver Oaks - East Elevation
1" = 20'-0"



② Carver Oaks - West Elevation
1" = 20'-0"



① Carver Oaks - North Elevation
1" = 20'-0"



② Carver Oaks - South Elevation
1" = 20'-0"

 REMOVE EXISTING BITUMINOUS PAVING

 REMOVE EXISTING CURB/GUTTER

- CONTRACTOR SHALL REMOVE AND/OR RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES & OWNER.
4. CLEAR AND GRUB VEGETATION AND SITE DEBRIS WITHIN CONSTRUCTION LIMITS PRIOR TO GRADING. STRIP TOP SOIL AND STOCKPILE ON-SITE. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. ALL CLEARING AND GRUBBING, AND REMOVALS SHALL BE PERFORMED PER THE CONTRACT SPECIFICATIONS. EROSION CONTROL MEASURES SHALL BE IMMEDIATELY ESTABLISHED UPON REMOVAL. SEE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) / GRADING & EROSION CONTROL PLAN.
5. CONTRACTOR SHALL PROTECT SURFACE AND SUBSURFACE FEATURES NOT NOTED FOR REMOVAL. CONTRACTOR TO NOTIFY ENGINEER WITH ANY CONFLICTS OR PLAN DISCREPANCIES.
6. CONTRACTOR TO SCHEDULE PRE-CONSTRUCTION MEETINGS (WITH UTILITY OWNERS) TO DISCUSS DISCONNECTIONS AND/OR RELOCATIONS.
7. BITUMINOUS PAVEMENT REMOVALS ARE TO BE MADE TO A VERTICAL SAW CUT OR TO A NEAT MILLED EDGE.
8. CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER AND OTHER POURED CONCRETE ITEMS ARE TO BE REMOVED TO AN EXISTING ELEVATION OR CONSTRUCTION JOINT. SAW CUT AS NECESSARY FOR A NEAT EDGE OF REMOVAL.
9. ANY DAMAGE TO ITEMS NOT NOTED TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR REPLACED TO ORIGINAL CONDITION WITH NO ADDITIONAL COMPENSATION.
10. CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPLICABLE GOVERNING AGENCIES. ALL WORK SHALL BE PERFORMED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
11. CONTRACTOR TO COORDINATE ALL WORK WITHIN THE ADJACENT PROPERTIES WITH THE OWNER AND ADJACENT PROPERTY OWNER.
12. CONTRACTOR TO COORDINATE DEMOLITION PHASING WITH ALL DISCIPLINES INCLUDING BUT NOT LIMITED TO ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, & OWNER.
13. REFER TO THE GEOTECHNICAL REPORT FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DETERMINING.
14. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY REPAIRS TO THE IRRIGATION SYSTEM THAT IS AFFECTED DURING CONSTRUCTION.
15. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF WACONIA'S MANUAL OF DESIGN & CONSTRUCTION STANDARDS.
16. PERIMETER EROSION CONTROL SHALL BE COORDINATED WITH CITY PRIOR TO ANY OTHER WORK. CONTRACTOR MUST PROVIDE A MINIMUM 24-HOUR PRIOR NOTICE.
17. CONNECTION TO AIRPORT ROAD MUST BE COORDINATED WITH THE CITY PRIOR TO ANY WORK. REMOVALS SHALL BE VERIFIED BY THE CITY. BITUMINOUS PAVEMENT SHALL BE SAWCUT AND CONCRETE REMOVED TO JOINT FOR CLEAN MATCH LINES.
18. WORK IN PUBLIC RIGHT-OF-WAY AND CONNECTIONS TO SANITARY SEWER AND WATERMAIN MUST BE COORDINATED WITH PUBLIC SERVICES DEPARTMENT. CONTRACTOR MUST PROVIDE A MINIMUM 48-HOUR PRIOR NOTICE TO ANY WORK BEING PREFORMED.
19. THE CONDITION OF AIRPORT ROAD AND ADJACENT SIDEWALK SHALL BE REVIEWED BY THE CITY AND CONTRACTOR PRIOR TO ANY WORK AND VERIFIED WITH VIDEO OR PICTURES. ANY DAMAGE TO AIRPORT ROAD OR ADJACENT SIDEWALK AFTER WORK COMMENCES SHALL BE REPAIRED BY THE CONTRACTOR AND WILL BE THE DEVELOPER'S RESPONSIBILITY TO REPAIR.

CADD files prepared by the Consultant for this project shall remain the property of the Consultant and shall be used solely as instruments of the Consultant professional services for use with respect to this project. These CADD files shall not be used for other projects or additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

[illegible]

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.

Loucks Project No.	26138.0
Project Lead	PJ
Drawn By	DD
Checked By	PJ
Review Date	07/01/2

C-1-1	DEMOLITION PLAN
C-2-1	SITE PLAN
C-3-1	GRADING PLAN
C-3-2	SWP
C-3-3	SWP NOTE
C-3-4	SOILS PLAN
C-4-1	SANITARY & WATERMAIN
C-4-2	STORM SEWER PLAN
C-5-1	CIVIL DETAIL
C-5-2	CIVIL DETAIL
L-1-1	LANDSCAPE NOTES & DETAILS
L-2-1	LANDSCAPE PLAN

C1-1

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.





SITE DATA	
SITE AREA:	121,041 SF
EXISTING IMPERVIOUS AREA:	9,287 SF (7.7%)
PROPOSED IMPERVIOUS AREA:	47,282 SF (39.1%) (9,287 SF EXISTING & 37,995 SF PROPOSED)

PARKING DESIGN STANDARDS

<u>OFF-STREET BUILDING SETBACKS:</u>	
FRONT	50 FT
SIDE	41 FT
REAR	30 FT

<u>MINIMUM PARKING LAYOUT DIMENSIONS (90 DEGREE PATTERN):</u>	
PARKING SPACE WIDTH	= 9 FT
PARKING SPACE LENGTH	= 20 FT (18.5 FOR STALLS ABUTTING CURBS)
DRIVE LANE WIDTH	= 24 FT

OFF-STREET PARKING	
PROPOSED SURFACE PARKING=	29 STALLS
PROPOSED GARAGE PARKING =	43 STALLS
TOTAL PARKING PROVIDED =	72 STALLS

ACCESSIBLE PARKING	
PROPOSED SURFACE ACCESSIBLE PARKING:	2 STALLS
REQUIRED ACCESSIBLE PARKING:	2 STALLS**

****REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 26 TO 50 STALLS**

SITE NOTES _____

1. ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEET(S) AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
2. ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND APPLICABLE GOVERNING AGENCY REQUIREMENTS.
3. ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
5. BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
6. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.
7. REFER TO THE GEOTECHNICAL REPORT FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO PAVEMENTS AND EXTERIOR SLABS.
8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF WACONIA'S MANUAL OF DESIGN & CONSTRUCTION STANDARDS.
9. PERIMETER EROSION CONTROL MUST BE COORDINATED WITH CITY PRIOR TO ANY OTHER WORK. CONTRACTOR MUST PROVIDE A MINIMUM 24-HOUR PRIOR NOTICE.
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11. WORK IN PUBLIC RIGHT-OF-WAY AND CONNECTIONS TO SANITARY SEWER AND WATERMAIN MUST BE COORDINATED WITH PUBLIC SERVICES DEPARTMENT. CONTRACTOR MUST PROVIDE A MINIMUM 48 HOUR PRIOR NOTICE TO ANY WORK BEING PERFORMED.
12. THE CONDITION OF AIRPORT ROAD AND ADJACENT SIDEWALK MUST BE REVIEWED BY THE CITY AND CONTRACTOR PRIOR TO ANY WORK AND VERIFIED WITH VIDEO OR PICTURES. ANY DAMAGE TO THE STREET OR SIDEWALK AFTER WORK COMMENCES SHALL BE DEEMED TO BE CAUSED BY THE CONTRACTOR AND WILL BE THE DEVELOPER'S RESPONSIBILITY TO REPAIR.

ON-SITE (PRIVATE) SIGNAGE AND STRIPING NOTES _____

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE SIGNAGE AND STRIPING AS SHOWN ON THIS PLAN.
2. CONTRACTOR SHALL PAINT ALL ACCESSIBLE STALLS, LOGOS AND CROSS HATCH LOADING AISLES WITH WHITE PAVEMENT MARKING PAINT, 4" IN WIDTH.
3. CONTRACTOR SHALL PAINT ANY/ALL DIRECTIONAL TRAFFIC ARROWS, AS SHOWN, IN WHITE PAINT.
4. ALL SIGNAGE SHALL INCLUDE POST, CONCRETE FOOTING AND STEEL CASING WHERE REQUIRED.
5. ALL SIGNAGE NOT PROTECTED BY CURB, LOCATED IN PARKING LOT OR OTHER PAVED AREAS TO BE PLACED IN STEEL CASING, FILLED WITH CONCRETE AND PAINTED YELLOW. REFER TO DETAIL(S).
6. ANY/ALL STOP SIGNS TO INCLUDE A 24" WIDE PAINTED STOP BAR IN WHITE PAINT, PLACED AT THE STOP SIGN LOCATION, A MINIMUM OF 4' FROM CROSSWALK IF APPLICABLE. ALL STOP BARS SHALL EXTEND FROM DIRECTIONAL TRANSITION BETWEEN LANES TO CURB.
7. ALL SIGNS TO BE PLACED 18" BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.

WARNING:

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THE CONTRACTOR SHALL CONTACT GOMPER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



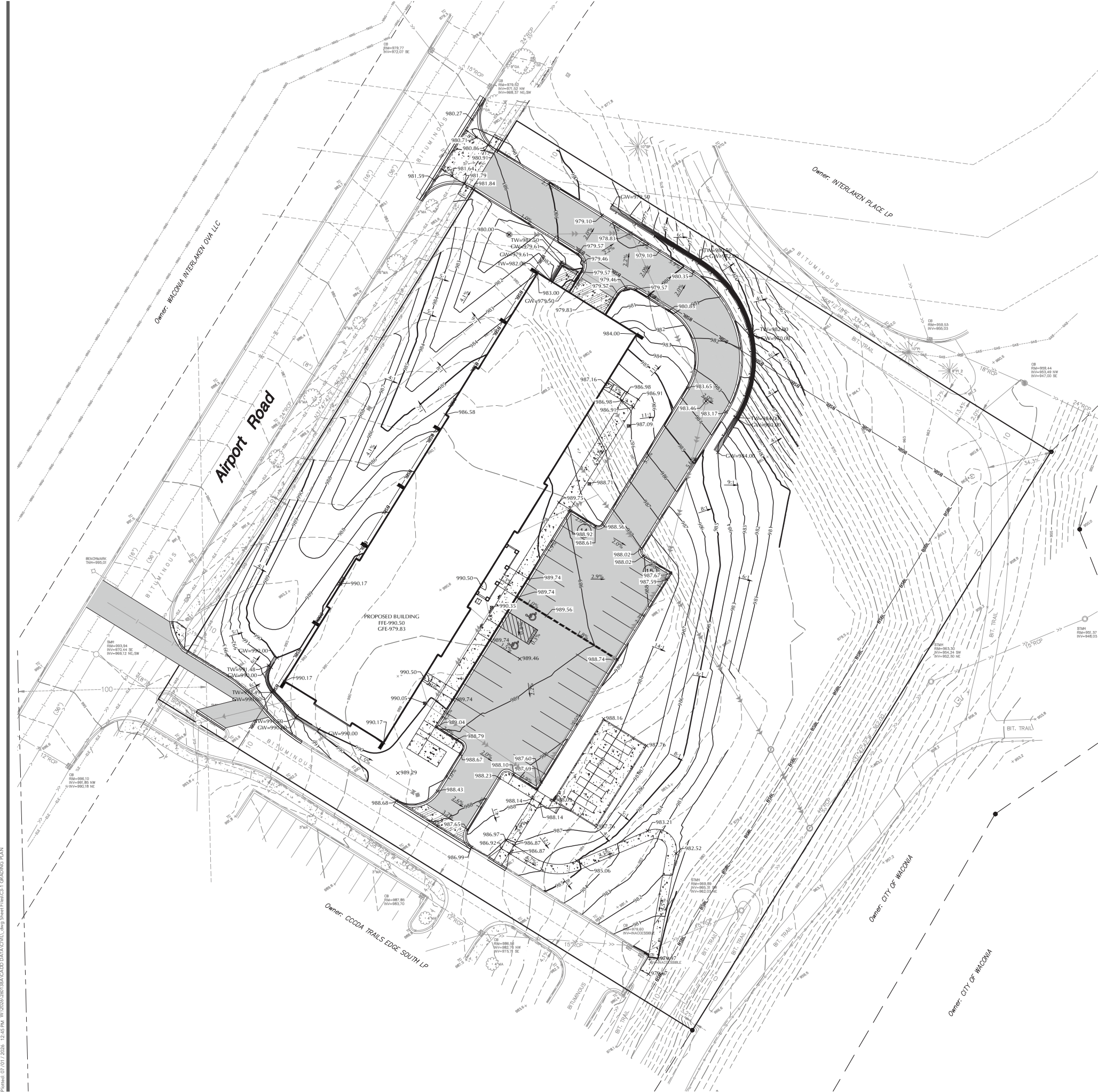


0 20 40

SCALE IN FEET

C2-1

Printed: 07/01/2026 12:45 PM V:\2026\30138A\CADD\DWG\PLANS\3.1 GRADING PLAN



EXISTING	PROPOSED

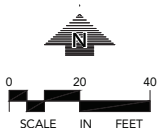
GRADING, DRAINAGE & EROSION CONTROL NOTES

- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL ACCESSIBLE ROUTES SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
- AT TURNING POINTS ALONG THE ACCESSIBLE ROUTE THE PAVEMENT SHALL NOT EXCEED 2% IN ANY DIRECTION FOR AN AREA 60" IN DIAMETER.
- ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SLUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SLUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SLUMPED ELEVATIONS.
- REFER TO GEOTECHNICAL EVALUATION REPORT FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
 - REUSE OF ON-SITE SOILS
 - GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
 - SITE GRADING AND SUBGRADE PREPARATION.
 - PAVEMENTS AND EXTERIOR SLABS.
 - TRENCH EXCAVATION AND BACKFILL.
 - EXTERIOR UTILITY SUPPORTS.
 - FROST PROTECTION.
- GRADING, INCLUDING BUT NOT LIMITED TO EXCAVATION AND BACKFILL OF THE INFILTRATION AREA(S) SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOMBATS WITH RUNNER TRACKS ARE RECOMMENDED. NO WHEELED MACHINES SHALL BE USED.
- CITY AND WATERSHED SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO CONSTRUCTION OF STORMWATER BMPs.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. REFER TO THE LANDSCAPE PLANS, DETAILS AND SPECIFICATIONS FOR FINAL SITE STABILIZATION.
- FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "GW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
- FOR SITE STAIRS, "TS" EQUALS SURFACE ELEVATION AT TOP OF STAIRS AND "BS" EQUALS SURFACE ELEVATION AT BOTTOM OF STAIRS. REFER TO SITE PLAN FOR NUMBER OF RISERS AND RISER HEIGHT.
- STREETS MUST BE CLEANED AND SWEEP WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
- DUST MUST BE ADEQUATELY CONTROLLED.
- SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
- SEE UTILITY PLAN FOR WATERMAIN, STORM SEWER, AND SANITARY SEWER INFORMATION.
- SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
- REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING ELEVATIONS.
- THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE NPDES PERMIT.
- INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BALE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
- PER NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) REQUIREMENTS, THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.
- CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF GRADING ACTIVITIES AS NEEDED PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF WACONIA'S MANUAL OF DESIGN & CONSTRUCTION STANDARDS.
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- RETAINING WALLS 4' TALL OR GREATER REQUIRE A CERTIFIED PLAN DESIGNED BY A LICENSED PROFESSIONAL ENGINEER. A CITY BUILDING PERMIT IS ALSO REQUIRED. WALL PLANS SHALL BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:
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TRAIL'S EDGE SENIOR

905 AIRPORT ROAD
WACONIA, MN 55307

IVY PROPERTIES

323 Washington Ave. N., Suite 200
Minneapolis, MN 55401

LOUCKS

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely and in accordance with the project. These CADD files shall not be used for any other project, for addition to the project, or for completion of the project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made on the full set of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any and all consequences, claims, and liabilities.

SUBMITTAL/REVISIONS

DATE	DESCRIPTION
05/13/26	CITY SUBMITTAL
07/01/26	CITY RESUBMITTAL

PROFESSIONAL SIGNATURE

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.

License No.	PJ25046-PE	49933
Date		

QUALITY CONTROL

Loucks Project No.	26138.0A
Project Lead	PJD
Drawn By	DOL
Checked By	PJD
Review Date	07/01/26

SHEET INDEX

C1-1	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
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C3-3	SWPPP NOTES
C3-4	SOILS PLAN
C4-1	SANITARY & WATERMAIN
C4-2	STORM SEWER PLAN
C8-1	CIVIL DETAILS
C8-2	CIVIL DETAILS
L1-1	LANDSCAPE NOTES & DETAILS
L2-1	LANDSCAPE PLAN

GRADING PLAN

C3-1

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CONSTRUCTION STAKING
LOUCKS IS PLEASED TO OFFER
CONSTRUCTION STAKING SERVICES.
PLEASE CONTACT BRIAN PECHACEK FOR
INQUIRIES.
EMAIL: BPECHACEK@LOUCKSINC.COM
PHONE: 763.424.5505

LEGEND		PROPOSED	
	CATCH BASIN		
	FLARED END SECTION		
	SANITARY MANHOLE		
	HYDRANT		
	GATE VALVE		
	POST INDICATOR VALVE		
	WATER MANHOLE / WELL		
	LIGHT POLE		
	POWER POLE		
	ELECTRIC METER		
	GAS METER		
	TELEPHONE PEDESTAL		
	SIGN		
	BENCHMARK		
	SOIL BORING		
	PARKING STALL COUNT		
	ACCESSIBLE PARKING STALL		
	STORM SEWER		
	DRAIN TILE		
	SANITARY SEWER		
	FORCE MAIN		
	WATERMAIN		
	SANITARY SEWER SERVICE		
	WATER SERVICE		
	UNDERGROUND ELECTRIC		
	UNDERGROUND FIBER OPTIC		
	UNDERGROUND GAS		
	UNDERGROUND TELEPHONE		
	OVERHEAD UTILITY		
	FENCE		
	CHAIN LINK FENCE		
	CONCRETE CURB		
	RETAINING WALL		
	CONCRETE		
	NO PARKING BUILDING		
	CONTOUR		
	SPOT ELEVATION		
	DIRECTION OF FLOW		
	TREE LINE		
	PARKING SETBACK LINE		
	BUILDING SETBACK LINE		

SANITARY SEWER & WATERMAIN NOTES

1. ALL SANITARY SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), CURRENT EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTATION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION DEPARTMENT SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SITE UTILITY SERVICES SHALL TERMINATE 5' FROM THE EXTERIOR BUILDING WALL UNLESS OTHERWISE NOTED. THE SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR, MECHANICAL CONTRACTOR AND MECHANICAL ENGINEER TO DETERMINE THE RESPONSIBILITY OF BRINGING THE SERVICE(S) INTO THE BUILDING. INSPECTIONS AND TESTING PER APPLICABLE GOVERNING AGENCIES.
5. ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR SANITARY SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER AND SERVICES AS REQUIRED. INSULATION OF WATERMAIN AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
6. PER MINNESOTA DEPARTMENT OF LABOR & INDUSTRY REQUIREMENTS, A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FROM WATERMAIN TO ANY MANHOLE, SEPTIC SYSTEM, CATCH BASIN, SEWER PIPE, OR OTHER SOURCE OF CONTAMINATION, MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE UNLESS OTHERWISE SHOWN.
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF SANITARY STRUCTURE(S) AND UNDERGROUND SYSTEM(S) FOR ENGINEER'S REVIEW.
8. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
9. HYDRANT USE: CONTRACTOR IS RESPONSIBLE TO NOTIFY PUBLIC UTILITIES DEPARTMENT WHEN THEY NEED TO USE A HYDRANT; ONLY PRE-AUTHORIZED HYDRANTS WILL BE USED. HYDRANTS TO BE OPERATED ONLY WITH NOTICE TO EMPLOYMENT. CONTRACTOR SHALL NOTIFY IN WRITING, ALL AFFECTED CUSTOMERS AT LEAST 24 HOURS BEFORE HYDRANT USE. ANY TRUCK, ETC., FILLED FROM A HYDRANT MUST BE METERED, MUST HAVE PHYSICAL BREAK OR BACK-FLOW PREVENTER APPROVED BY PUBLIC UTILITIES DEPARTMENT. ALSO APPLIES TO SUB-CONTRACTORS.
10. OPERATING VALVES FOR TURNING WATER MAIN ON/OFF: PUBLIC UTILITIES DEPARTMENT WILL OPERATE ALL VALVES AND FILL ALL WATER MAINS (PUBLIC AND PRIVATE). CONTRACTOR SHALL GIVE AT LEAST 24 HOURS NOTICE TO HAVE VALVES SHUT OFF. CONTRACTOR SHALL NOTIFY IN WRITING, ALL AFFECTED CUSTOMERS AT LEAST 24 HOURS IN ADVANCE BEFORE SHUT OFF; ATTACH TO DOOR, ETC., NOT IN MAILBOXES.
11. TEMPORARY SERVICE: THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE IF SERVICE CANNOT BE RESTORED SAME DAY. IF USING HYDRANT FOR TEMPORARY SERVICE, NOTIFY PUBLIC UTILITIES DEPARTMENT AND USE ONLY PRE-APPROVED HYDRANT AND SUPPLIED HYDRO METER WITH BACK FLOW. THE CONTRACTOR'S TEMPORARY MAIN SHALL BE DISINFECTED, FLUSHED AND BACTERIOLOGICAL ANALYSIS SHOWN NEGATIVE PRIOR TO PUTTING THE TEMPORARY SYSTEM IN SERVICE. THE TEMPORARY WATER SYSTEM SHALL BE IN PLACE PRIOR TO THE PUBLIC UTILITIES DEPARTMENT SHUTTING OFF ANY WATER MAINS.
12. REFER TO GEOTECHNICAL EVALUATION REPORT, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
 - A. REUSE OF ON-SITE SOILS
 - B. GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
 - C. SITE GRADING AND SUBGRADE PREPARATION.
 - D. PAVEMENTS AND EXTERIOR SLABS.
 - E. TRENCH EXCAVATION AND BACKFILL.
 - F. EXTERIOR UTILITY SUPPORTS.
 - G. FROST PROTECTION.
13. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF CONSTRUCTED UTILITIES (RECOMMENDED PRIOR TO BACKFILLING) PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
14. ALL UNUSED UTILITY SERVICES SHALL BE ABANDONED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
15. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED UTILITY PERMITS FROM THE APPLICABLE GOVERNING AGENCIES.
16. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF WACONIA'S MANUAL OF DESIGN & CONSTRUCTION STANDARDS.
17. PERMITTER EROSION CONTROL MUST BE COORDINATED WITH CITY PRIOR TO ANY OTHER WORK. CONTRACTOR MUST PROVIDE A MINIMUM 24-HOUR PRIOR NOTICE.
18. CONNECTION TO AIRPORT ROAD MUST BE COORDINATED WITH THE CITY PRIOR TO ANY WORK. EXTENTS OF REMOVALS SHALL BE VERIFIED BY THE CITY. BITUMINOUS PAVEMENT SHALL BE SAWCUT AND CONCRETE REMOVED TO JOINT FOR CLEAN MATCH LINES.
19. WORK IN PUBLIC RIGHT-OF-WAY AND CONNECTIONS TO SANITARY SEWER AND WATERMAIN MUST BE COORDINATED WITH PUBLIC SERVICES DEPARTMENT. CONTRACTOR MUST PROVIDE A MINIMUM 48 HOUR PRIOR NOTICE TO ANY WORK BEING PERFORMED.
20. THE CONDITION OF AIRPORT ROAD AND ADJACENT SIDEWALK MUST BE REVIEWED BY THE CITY AND CONTRACTOR PRIOR TO ANY WORK AND VERIFIED WITH VIDEO OR PICTURES. ANY DAMAGE TO THE STREET OR SIDEWALK AFTER WORK COMPLETION SHALL BE NOTED TO BE CAUSED BY THE CONTRACTOR AND WILL BE THE DEVELOPER'S RESPONSIBILITY TO REPAIR.

PIPE MATERIALS		
UTILITY TYPE	MATERIAL	SIZE
STORM SEWER	DUAL WALL HDPE RCP (IN CITY ROW)	15" DIAMETER 15" DIAMETER
STORM SEWER	PVC SCH 40	8" & 12" DIAMETER
WATERMAIN	DIP CL 52 (W/ POLYETHYLENE ENCASEMENT)	6" & 8" DIAMETER
SANITARY SEWER	PVC SDR 26 (DEPTH 15' TO 26') PVC SDR 35 (DEPTH UP TO 15')	8" DIAMETER

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT Gopher State ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

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**TRAIL'S EDGE
SENIOR**

905 AIRPORT ROAD
WACONIA, MN 55387

IVY PROPERTIES

323 Washington Ave., N., Suite 200
Minneapolis, MN 55401

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12755 Highway 55, Suite R100
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CADD QUALIFICATION

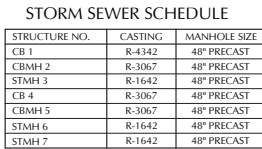
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PROFESSIONAL SIGNATURE
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

License No.	49933
Date	
QUALITY CONTROL	
Locucks Project No.	26138.0A
Project Lead	PJD
Drawn By	DDL
Checked By	PJD
Review Date	07/01/26

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C8-2	CIVIL DETAILS
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SANITARY SEWER AND WATERMAIN PLAN



LEGEND		
EXISTING		PROPOSED
	CATCH BASIN	
	FLARED END SECTION	
	SANITARY MANHOLE	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	
	WATER MANHOLE / WELL	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	GAS METER	
	TELEPHONE PEDESTAL	
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	CONCRETE	
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	TREE LINE	
	PARKING SETBACK LINE	

STORM SEWER NOTES

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6. ALL STORM SEWER DOWNSPOUT COLLECTION PIPES AND WYES SHALL BE PVC (SCHEDULE 40, SEE DETAIL 5002/CB-1).
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF STORM STRUCTURES(S) AND UNDERGROUND SYSTEM(S) FOR ENGINEER'S REVIEW.
8. CONTRACTOR TO VERIFY UNDERLYING SOILS BENEATH ALL STORMWATER FACILITIES, AND PROVIDE DOCUMENTATION TO THE ENGINEER, PRIOR TO CONSTRUCTION OF THE FACILITIES.
9. ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4714.
10. REFER TO GEOTECHNICAL EVALUATION REPORT FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
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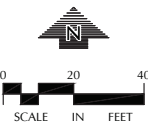


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Plymouth 5544
763.424.550
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

05/13/26	CITY SUBMITTA
07/01/26	CITY RESUBMITTA

PROFESSIONAL SIGNATURE

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.

***** PJ Diach - PE *****
License No. 4993
Date

QUALITY CONTROL

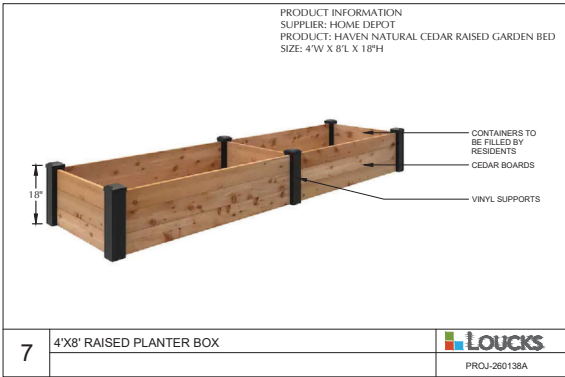
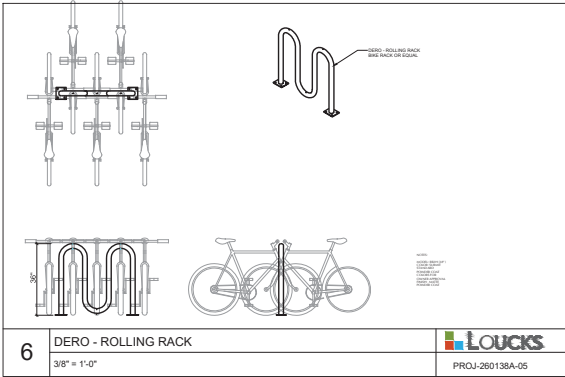
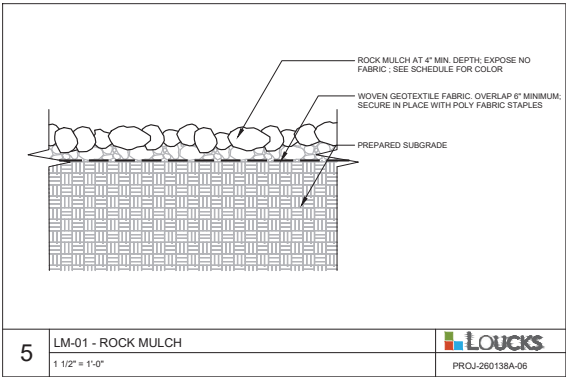
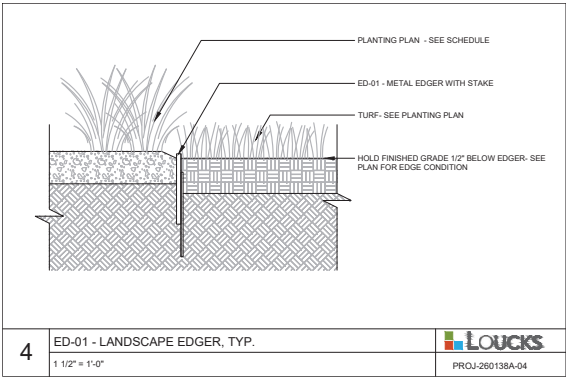
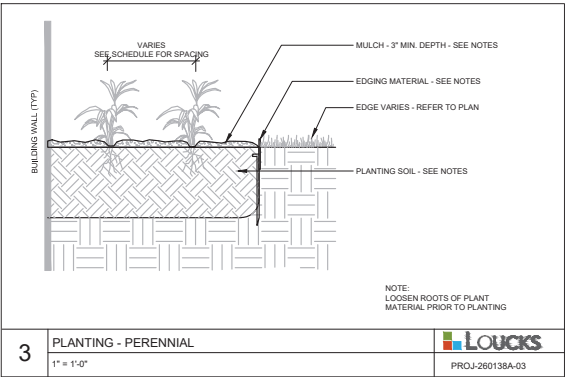
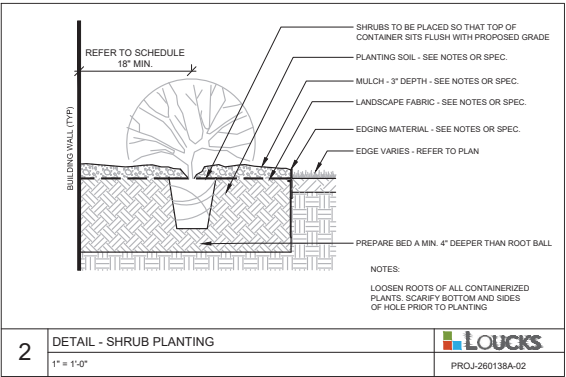
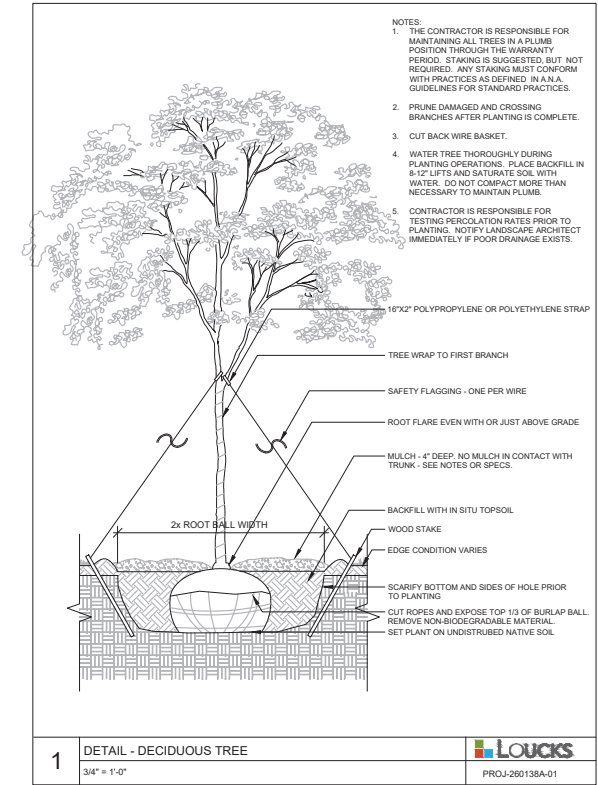
Loucks Project No.	26138.0
Project Lead	PJL
Drawn By	DD
Checked By	PJL
Review Date	07/01/2

SHEET INDEX

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C4-2	SANITARY & WATERMAIN
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CONSTRUCTION STAKING
LOUCKS IS PLEASED TO OFFER
CONSTRUCTION STAKING SERVICES.
PLEASE CONTACT BRIAN PECHACEK FOR
INQUIRIES.
EMAIL: BPECHACEK@LOUCKSINC.COM
PHONE: 763.424.5505

Run Description		From		To	To	Area Up	Sum Area	Area Time of	Pipe Time	Selected	"C"	CSA	Sum CSA	Intensity	Q = Flow	Slope	Pipe	Select	Capacity	Full Velocity	Pipe Length	Up Elev.	Down Elev.	Invert Elev.	Cover
Prefile	From	To	To	Area Up	Sum Area	Area Time of	Pipe Time	Selected	"C"	CSA	Sum CSA	Intensity	Q = Flow	Slope	Pipe	Select	Capacity	Full Velocity	Pipe Length	Up Elev.	Down Elev.	Invert Elev.	Cover		
CB	1	CBMH	2	0.53	0.53	0.00	0.21	10.00	0.85	0.45	0.45	0.55	2.55	1.00	10.58	15	6.46	5.28	65	980.00	978.83	97.58	974.83	3.08	2.56
CBMH	2	STMH	3	0.37	0.90	0.00	0.31	10.21	0.85	0.31	0.77	5.60	4.28	1.00	12.88	15	6.46	5.28	68	978.83	983.46	97.83	980.28	2.56	8.17
STMH	3	STMH	6	0.07	0.97	0.00	0.37	10.28	0.85	0.07	0.77	1.23	4.28	1.00	12.88	15	6.46	5.28	69	983.46	984.94	98.49	984.94	1.32	13.17
CBMH	5	STMH	6	0.07	1.34	0.00	0.24	10.82	0.85	0.06	1.15	5.46	6.27	2.00	13.02	15	6.46	5.28	144	987.59	977.83	97.83	970.72	13.27	7.84
STMH	6	STMH	7	0.00	1.34	0.00	0.11	11.07	0.85	0.00	1.15	5.41	6.21	2.00	12.98	15	6.46	5.28	147	980.00	980.00	98.04	984.00	13.62	2.56
RD	10	CBMH	5	0.08	0.08	0.00	0.24	10.00	0.90	0.07	0.07	5.65	4.41	1.00	5.32	12	3.56	4.54	64	989.71	987.59	98.59	986.00	1.90	6.42
RD	20	CBMH	4	0.09	0.09	0.00	0.27	10.00	0.90	0.08	0.08	5.85	0.48	1.00	5.56	12	3.56	4.54	73	990.05	987.59	98.59	983.03	6.80	4.55
CBMH	4	STMH	5	0.20	0.29	0.00	0.40	10.27	0.85	0.17	0.28	5.59	1.40	1.00	8.46	15	6.46	5.28	127	987.60	987.32	98.32	982.13	2.76	3.74



LANDSCAPE INSTALLATION:

GENERAL NOTES

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, THE CONTRACTOR MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND /OR INSTALLATION.

PROTECT ALL EXISTING TREES ON SITE SCHEDULED TO REMAIN. IF EXISTING TREES ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING.

SOIL & GROUND COVER

ALL PLANTING AREAS RECEIVING PLANTED GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 24" DEPTH OF PLANTING SOIL. (MNDOT 3877 - 2B OR EQUIV.)

WHERE SOD / SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD / SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED AS PER MNDOT SPECS.

SOD ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE Laid PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.

LANDSCAPE CONTRACTOR SHALL VERIFY THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

PLANTINGS INFO

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. UNLESS NOTED OTHERWISE, ALL SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED MINIMUM SHRUB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL HAVE BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR / ROOT FLARE IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR / ROOT FLARE. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR / ROOT FLARE SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND /OR QUOTATION.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

FERTILIZER

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 SLOW RELEASE FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. PLANTS MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 6 OZ PER 2.5" CALIPER PER TREE AND 3 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCE.

EDGING FOR PLANTING BEDS

BLACK METAL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD / SEED UNLESS NOTED OTHERWISE.

PLANTING BED PREPARATION

ALL ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 3" DEEP SHREDDED HARDWOOD / ROCK MULCH WITH NO WEED BARRIER.

ALL SHRUB BED MASSINGS TO RECEIVE 3" DEEP SHREDDED HARDWOOD / ROCK MULCH AND FIBER MAT WEED BARRIER.

ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD / ROCK MULCH RING WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE-EMERGENT HERBICIDE (PREN OR EQUAL) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED / INDICATED ON DRAWING OR IN SPECIFICATION.

INSPECTION AND WARRANTY

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE / PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE (1) CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE.

WARRANTY (ONE (1) FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TIMING OF INSTALLATION

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED / SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15. DORMANT SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

TREES ARE NOT TO BE PRUNED, REMOVED OR TRANSPORTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.

IRRIGATION

VERIFY EXISTING / PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND /OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL SODDED / SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

IRRIGATION SYSTEM IS NOT TO SPRINKLE ACROSS PAVEMENT NOR SHALL THE SYSTEM SPRINKLE THE BUILDING.

THE SYSTEM SHALL INCORPORATE A RAIN SENSOR INTO IRRIGATION SYSTEM.

PLANTINGS OUTSIDE THE LIMITS OF IRRIGATION ARE TO BE WATERED REGULARLY UNTIL PLANTING / SOD / SEED HAS BEEN ESTABLISHED.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
DECIDUOUS TREES						
	AC-R	3	ACER RUBRUM 'FRANKSRED'™	RED SUNSET MAPLE	B&B	2.5" CAL
	GL-S	3	GLEDTISIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	B&B	2.5" CAL
	QU-B	3	QUERCUS BICOLOR	SWAMP WHITE OAK	B&B	2.5" CAL
	QU-M	4	QUERCUS MACROCARPA	BURR OAK	B&B	2.5" CAL
EVERGREEN TREES						
	JU-V	3	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	B&B	6' HGT
	PI-G	2	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B&B	6' HGT
	PI-R	4	PINUS RESINOSA	NORWAY PINE	B&B	6' HGT
ORNAMENTAL TREES						
	CE-C	2	CERCIS CANADENSIS	NORTHERN STRAIN REDBUD	B&B	2" CAL
SHRUBS						
	CO-F	12	CORNUS SERICEA 'ARTIC FIRE'	ARCTIC FIRE DOGWOOD	CONT	#5
	HY-A	19	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME HYDRANGEA	CONT	#5
	PY-O	16	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL'™	LITTLE DEVIL NINEBARK	CONT	#5
	SY-D	27	SYRINGA VULGARIS 'PRAIRIE PETITE'	PRAIRIE PETITE LILAC	CONT	#5
CONIFEROUS SHRUBS						
	JU-D	25	JUNIPERUS X MEDIA 'SAYBROOK GOLD'	SAYBROOK GOLD JUNIPER	CONT	#5
	JU-G	14	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	CONT	#5
	JU-Y	29	JUNIPERUS CHINENSIS 'MINT JULEP'	MINT JULEP JUNIPER	B&B	#5
	TH-R	3	THUJA OCCIDENTALIS 'RUSHMORE'	RUSHMORE ARBORVITAE	B&B	5' HGT
PERENNIALS						
	NE-W	19	NEPETA X FAASSENII 'WALKERS LOW'	WALKERS LOW CATMINT	CONT	#1
GRASSES						
	SP-H	29	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSOED	CONT	#1
GROUND COVERS						
	HM-1		HARDWOOD MULCH			
	RM-1		ROCK MULCH	GREY TRAP ROCK - 3"		
	SM-1		NATIVE PRAIRIE SEED MIX	MN DOT SOUTHERN SHORTGRASS ROADSIDE MIX		
	SM-2		STORMWATER SEED MIX	MN DOT SOUTHERN TALL GRASS ROADSIDE MIX		
	TS-1		TURF SOD			
SYMBOL	CODE		BOTANICAL NAME	COMMON NAME		

TRAIL'S EDGE SENIOR

905 AIRPORT ROAD
WACONIA, MN 55387

IVY PROPERTIES

323 Washington Ave. N., Suite 200
Minneapolis, MN 55401

LOUCKS

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinco.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely in support of this project. These CADD files shall not be used on other projects, for addition to the project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

05/13/26 CITY SUBMITTAL
07/01/26 CITY RESUBMITTAL
.....
.....
.....
.....
.....
.....
.....

PROFESSIONAL SIGNATURE

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 Landscape Architect under the laws of the State of Minnesota.

Douglas G. Lofgren - LA
License No. 45591
Date -

QUALITY CONTROL

Loucks Project No. 26138.0A
Project Lead PJD
Drawn By MN
Checked By DDL
Review Date 07/01/26

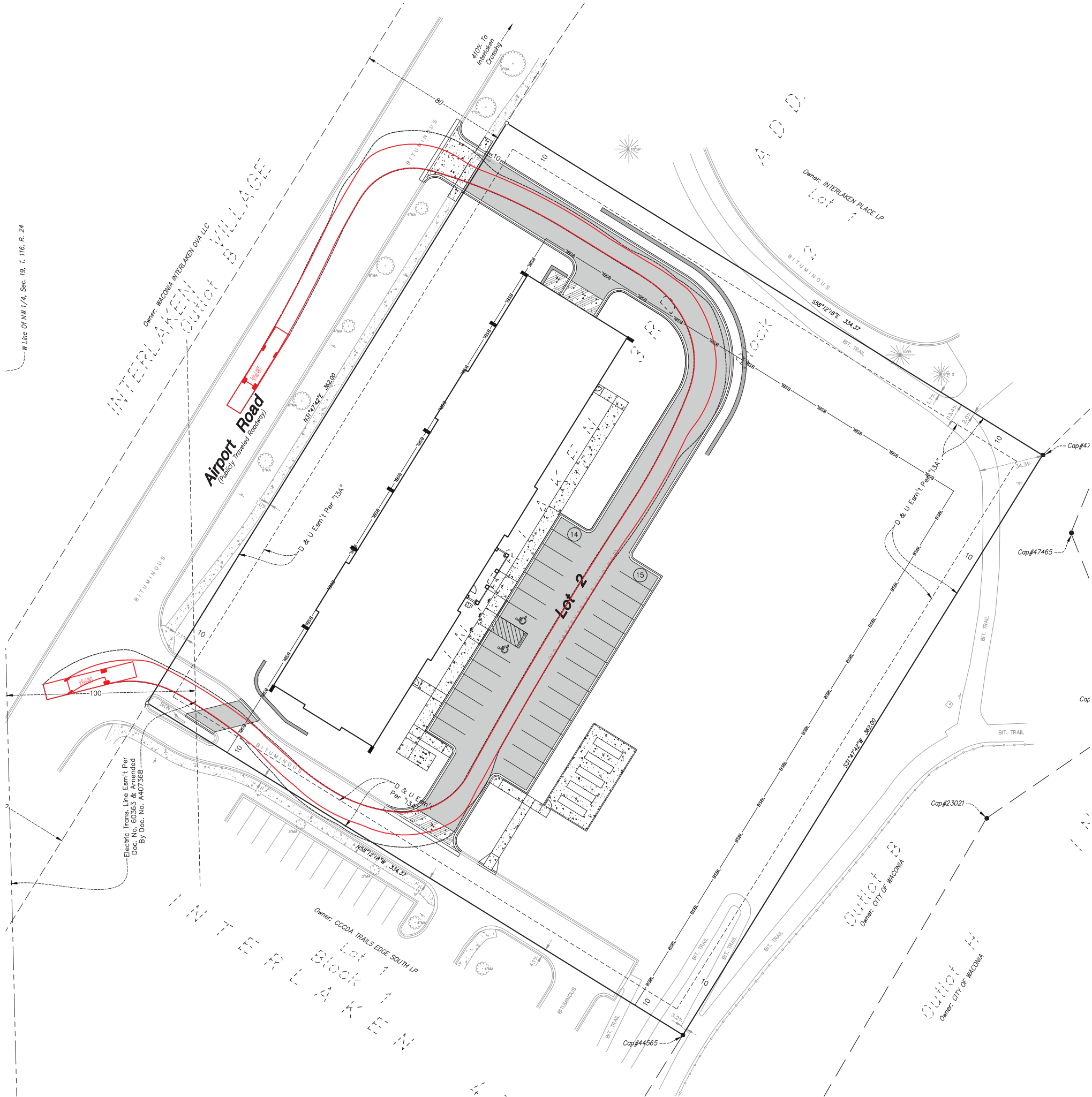
SHEET INDEX

C1-1.....DEMOLITION PLAN
C2-1.....SITE PLAN
C3-1.....GRADING PLAN
C3-2.....SWPPP NOTES
C3-3.....SWPPP NOTES
C3-4.....SOILS PLAN
C4-1.....SANITARY & WATERMAIN
C4-2.....STORM SEWER PLAN
C6-1.....CIVIL DETAILS
C6-2.....LANDSCAPE DETAILS
L1-1.....LANDSCAPE NOTES & DETAILS
L2-1.....LANDSCAPE PLAN

LANDSCAPE NOTES, SCHEDULES, AND DETAILS

L1-1

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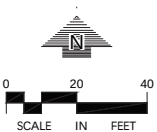
49.08

12.92

20

St Paul 49FT
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Max Steering Angle (Virtual)

49.080ft
8.330ft
7.441ft
0.691ft
7.830ft
6.00s
•••••



TRAIL'S EDGE
SENIOR

905 AIRPORT ROAD
WACONIA, MN 55387

IVY PROPERTIES

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Minneapolis, MN 55401

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CADD QUALIFICATION	
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SUBMITTAL/REVISIONS	
05/13/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE	
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.	
License No.	PJ Shuck, P.E. 49933
Date	-
QUALITY CONTROL	
Loucks Project No.	26138.0A
Project Lead	PJD
Drawn By	DOL
Checked By	PJD
Review Date	05/13/26
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L1-1	LANDSCAPE NOTES & DETAILS
L2-1	LANDSCAPE PLAN

FIRE TRUCK
TURNING
MOVEMENT

Exhibit

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	July 20, 2026		
Item Name:	9.4. Ordinance No. 793, Amending Municipal Code Section 630, Regulating Parking & Traffic and Ordering Summary Publication.		
Originating Dept:	Administration		
Presented By:	Shane Fineran		
Previous Council Action:	May 18, 2026, Emerging Issue Discussion		
Item Type:	Regular Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Ordinance No. 793 Amending Chapter 630 of the City Code related to Parking Regulations Adopt Resolution No. 2026-179 Summary Publication of Ordinance No. 793 EXPLANATION OF AGENDA ITEM: At the May 18, 2026, City Council meeting, the Council discussed an emerging issue of downtown core parking regulations and limits. The Council desired to consider proposed amendments to the downtown core parking regulations. Staff have prepared an Ordinance that would amend and update the downtown core parking areas regulated by time limits that more closely reflect the core areas of commercial activity than previous designations, as well as updated the time restriction from 90 minutes to 4 hours based on that discussion. Areas deleted include Elm Street north of Main Street and Vine Street south of 2nd Street. Additions include Olive Street and Vine Street north of Main Street to the alleyways and the south side of Main Street between Maple Street and Vine Street. Additionally, Lot #2 will be designated as a winter safe harbor location similar to Lot #7 lower ramp per the terms of our negotiated acquisition of adjacent parcels to expand public parking in the area of Elm & 1st Streets. ATTACHMENTS: 1. Ordinance No. 793 Amendment Chapter 630 Parking 2. Resolution No. 2026-179 Summary Publication Ordinance 793 3. Downtown Retricted Parking Areas			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other:	
_____ Amendment Required			

**CITY OF WACONIA
ORDINANCE NO. 793**

**AN ORDINANCE AMENDING CHAPTER 630 REGARDING PARKING
REGULATIONS**

The City Council of the City of Waconia ordains:

FINDINGS AND PURPOSE

The City of Waconia has created rules for parking as part of the Waconia City Code. During major snow events, at any time of year, the City needs the ability to clear the streets for the purpose of safe and efficient snow removal. The purpose of this ordinance is to recognize that the acquisition of parcels identified as PID #750501610 and #750501620 was done to provide accessible and convenient parking in the downtown core that serves residents, businesses, and visitors with longer term parking up to 72 hours and safe winter harbor. Amendment of Chapter 630 will include provisions adding Lot #2 to safe winter harbor parking regulations that provide for parking in specific public parking lots that will not interfere with snow removal operations and will not be in violation of winter parking regulations. Additionally, the purpose of the amendment will update the limits of time restricted parking to better recognize the existing commercial core land use and allow for longer term parking on the public streets and public parking lots to allow for longer term patronage of adjacent businesses.

AMENDMENTS

Chapter 630, *Parking Regulations*, is amended as follows:

Section 630.03, Subd. 1 & 3, General and business district time limits, is amended as follows:

- Subd. 1. No person shall park or leave standing any motor vehicle or trailer other than a truck, bus, or commercial vehicle, whether attended or unattended, upon any of the portions of the following described public streets for a period of more than four (4) hours between the hours of 8:00 a.m. and 6:00 p.m., except on Sundays and holidays:
- The north and south side of Main Street between Elm Street and Maple Street.
The north and south sides of First Street between Elm Street and Maple Street.
Main Street between Lake Street and Second Street.
Olive Street between the alley between Lake Street and Main Street and Second Street.
Vine Street between Main Street and the alley between Lake Street and Main Street.
The west side of Vine Street between Main Street and First Street.

The east side of Vine Street between First Street to the alley between Second Street and Third Second Street.

The north side of Second Street between Olive Street and Elm Street.

Subd. 3. No motor vehicle or trailer shall in any case be parked upon any street in any one place or in any municipal or public parking lot for a longer continuous period than twenty-four (24) hours unless properly signed for no more than a continuous period than seventy-two (72) hours. Notwithstanding anything in the preceding sentence to the contrary, such 24-hour time limit shall not apply to trailers from May 1st to May 20th and October 1st to October 20th of each year so as to allow for seasonal transition of recreational equipment.

Section 634.01, Subd. 5, Winter parking, is amended as follows:

Subd. 5. Exceptions to Parking Lots. Parking in the public Lot #2 located off of Elm Street South and parking Lot #7 lower level located at 141 Main Street West described in Subd. 4., shall not apply, and instead parking will be allowed between the hours of 2:00 a.m. and 6:00 a.m. from November 1 to April 1 of each winter season. Vehicles parked in Lot #2 and the lower level of Lot #7 shall comply with parking regulations described in 630.03, Subd. 3. always.

SUMMARY

The following official summary of Ordinance No. 731 has been approved by a four-fifths vote of the City Council of the City of Waconia as clearly informing the public of the intent and effect of the Ordinance:

AN ORDINANCE AMENDING CHAPTER 630 REGARDING PARKING REGULATIONS adds provisions allowing for parking in Lot #2 during winter parking restrictions during the hours of 2:00 a.m. and 6:00 a.m. from November 1st to April 1st, increases parking length in property signed public parking lot stalls for up to 72 hours, amends the location of on street parking restrictions in the downtown core and increases the length of on street parking restriction length to 4 hours.

The full text of the ordinance is available for public inspection during regular office hours at the office of the City Clerk, 201 South Vine Street, Waconia, and shall be posted by law. Any person may request the City to send the full text of the ordinance via standard or electronic mail by calling City Hall at (952) 442-2184.

EFFECTIVE DATE

This ordinance is effective upon publication.

Passed and adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO. 2026-179**

A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO.793

WHEREAS, the City Council of the City of Waconia, Minnesota (the “City”) adopted Ordinance No. 793 on July 20, 2026 (the “Ordinance”); and

WHEREAS, pursuant to Minnesota Statutes §412.191, the City may publish the title and a summary of an Ordinance instead of its full text if the summary informs the public of the intent and effect of the Ordinance and the summary is approved by a four-fifths vote of the City Council; and

WHEREAS, the City Council finds: i) the summary set forth below informs the public of the intent and effect of the Ordinance; and ii) the title and summary of the Ordinance should be published instead of the full text of the Ordinance;

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 793 is hereby approved:

AN ORDINANCE AMENDING CHAPTER 630 REGARDING parking regulations.

The full text of the ordinance is available for public inspection during regular office hours at the office of the City Clerk, 201 South Vine Street, Waconia, and shall be posted by law. Any person may request the City to send the full text of the ordinance via standard electronic mail by calling City Hall at (952) 442-2184.

3. The City Administrator shall submit the Ordinance title and summary to a qualified newspaper for publication using bold type no smaller than eight points in size.

Passed and adopted by the City Council of the City of Waconia this 20th day of July 2026.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



City of Waconia Downtown Restricted Parking

Main St W

Main St W

Main St E

1st St W

1st St W

1st St W

1st St E

2nd St W

2nd St W

Legend

 No Parking

0 80 160 320
US Feet

Note:
IAW Sec 630.03.01 No person shall park or leave standing any motor vehicle or trailer other than a truck, bus, or commercial vehicle, whether attended or unattended, upon any of the portions of the following described public streets for a period of more than four (4) hours between the hours of 8:00 a.m. and 6:00 p.m., except on Sundays and holidays.