

WACONIA CITY COUNCIL MEETING AGENDA



Tuesday, February 18, 2025
6:00 PM

VISION STATEMENT

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

MISSION STATEMENT

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

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

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@waconia.org to make certain that you are called upon during the meeting.

1. **CALL MEETING TO ORDER AND ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPT AGENDA**
4. **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
5. **ADOPT CONSENT AGENDA** *The items listed on the Consent Agenda are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember, City Staff, or Citizen so requests; in which case, the item will be removed from the Consent Agenda and considered at the end of the Regular Agenda.*
 - 1) [Approve City Council Minutes February 3, 2025](#)
Motion to Approve the February 3, 2025, Council Minutes
 - 2) [Approve February 18, 2025 Expenditures](#)
Motion to Approve Payment of February 18, 2025 Expenditures.
 - 3) [Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred January 2025](#)
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in January 2025
 - 4) [Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred January 2025](#)
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in January 2025

- 5) [Preventative Maintenance Service Agreement with Twin City Garage Door for Fire Station](#)
Adopt Resolution No. 2025-050 Approving Preventative Maintenance Service Contract
- 6) [Authorize City Staff to Obtain Pricing for Command Vehicle Replacement](#)
Adopt Resolution No. 2025-051 Authorizing City Staff to Obtain Pricing for Command Vehicle Replacement, CIP Adopt Project #424
- 7) [Accepting Cash Donations for Operations of the Fire Department](#)
Adopt Resolution No. 2025-052 Accepting Cash Donations for Operations of the Fire Department
- 8) [Firefighter Right Front Seat Certification](#)
Adopt Resolution No. 2025-253 Right Front Seat Certification for Firefighter Kris Baumann
- 9) [Accepting Donation and Approving Pass Thru Recommendation - Waconia Fire Relief Association](#)
Adopt Resolution No. 2025-054 Accepting Donation and Approving Pass Thru Recommendation from Waconia Fire Relief Association
- 10) [Approve Purchase of Water Maintenance Division Half Ton Pickup](#)
Adopt Resolution No. 2025-055 Authorizing Acquisition of Half Ton Pickup Maintenance Vehicle for Water Division - Project No. 542
- 11) [Approve Purchase of Sewer Maintenance Division One-Ton Truck](#)
Adopt Resolution No. 2025-056 Authorizing Acquisition of One-Ton Truck Maintenance Vehicle for Sewer Division
- 12) [Approve Purchase of Replacement Mobile Generator](#)
Adopt Resolution No. 2025-057 Authorizing Acquisition of a Mobile Generator, CIP Project No. 842
- 13) [Replace Air Conditioning Unit at Southeast Area Lift Station](#)
Adopt Resolution No. 2025-058 Authorizing Replacement of Air Conditioning Unit at Southeast Area Lift Station Capital Project #809,
- 14) [Authorizing Approval of Sale or Disposal of Surplus Equipment](#)
Adopt Resolution No. 2025-059 Authorizing Approval of Sale or Disposal of Surplus Equipment
- 15) [Prepare Plans & Specifications and Authorize Advertisement for Bids - 2025 Storm Pond Cleaning](#)
Adopt Resolution No. 2025-060 Prepare Plans & Specification and Authorize Advertisement for Bids - 2025 Storm Pond Cleaning Project
- 16) [Prepare Plans & Specifications and Authorize Advertisement for Bids - Bent Creek Culvert Lining Project](#)
Approve Resolution No. 2025-061 Approving the Preparation of Plans & Specification and Authorizing Advertisement for Bids - Bent Creek Culvert Lining
- 17) [Authorize Agreement with AET for Testing services on the 2025 Downtown Reconstruction Project Phase 3](#)
Adopt Resolution No. 2025-062 Authorizing Agreement for Testing Services with American Engineering Testing, Inc. for the 2025 Downtown Reconstruction Project Phase 3
- 18) [Carver County CDA Growth Partnership Initiative Grant](#)
Adopt Resolution No. 2025-063 Approving Grant Application
- 19) [Accepting Cash Donation for Holiday Lighting](#)
Adopt Resolution No. 2025-064 Accepting Cash Donation for Holiday Lighting
- 20) [Authorize Hire for Customer Support Specialist](#)
Adopt Resolution No. 2025-065 Approving Hire for Customer Support Specialist
- 21) [Approve Special Event Permit for Tour de Tonka](#)
Adopt Resolution No. 2025-066 Approving Special Event Permit for Tour de Tonka
- 22) [Approve Special Event Permit The Frunge](#)
Adopt Resolution No. 2025-067 Approving Special Event Permit The Frunge
- 23) [On-Sale Temporary Liquor License Waconia Brewing Company](#)
Adopt Resolution No. 2025-068 Approving Temporary On-Sale Liquor License, Waconia Brewing Company, May 30 and May 31, 2025
- 24) [Approve Temporary On-Sale Liquor License for Waconia Lions Club](#)
Adopt Resolution No. 2025-069 Approve Temporary On-Sale Liquor License for Waconia Lions Club
- 25) [Approve Temporary On-Sale Liquor Licenses for the Waconia Lions Club](#)
Adopt Resolution No. 2025-070 Approving Temporary On-Sale Liquor License for Waconia Lions Club
- 26) [Approve Application to Conduct Off-Site Gambling](#)

Adopt Resolution No. 2025-071 Approving Application to Conduct Off-Site Gambling for Waconia Lions

- 27) [Approve Purchase of Replacement Skidsteer and Accessories - Capital Equipment Project No. 27](#)

Adopt Resolution No. 2025-072 Authorizing Acquisition of Replacement Skidsteer Unit #180, CIP No. 27

6. COUNCIL BUSINESS

- 1) [Accepting the City of Waconia Water System Study, dated February 11, 2025](#)

Adopt Resolution No. 2025-072 Receiving the City of Waconia 2025 Water System Study

- 2) [Establishing Municipal State Aid Street Designation and Renaming Wildcat Way as Wildflower Way](#)

Adopt Resolution No. 2025-073 Establishing a Minnesota State Aid Street

- 3) [Approve Plans and Authorization to Bid for the 2025 Downtown Reconstruction Phase 3](#)

Adopt Resolution No. 2025-074 Authorize Bid for the 2025 Downtown Reconstruction Phase 3

7. ITEMS REMOVED FROM CONSENT AGENDA

8. STAFF REPORTS

9. BOARD REPORTS

- 1) Councilmember Grengs
- 2) Councilmember Coleman
- 3) Councilmember Gleason
- 4) Councilmember Siddons
- 5) Mayor Litfin

10. ANNOUNCEMENTS

11. CLOSED SESSION

- 1) [Closed Session](#)

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

12. ADJOURN REGULAR MEETINGOFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

Work Session: Franchise Fees, Water Supply Plan Implementation Update

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Park Board - February 20th at 6:30 p.m.

City Council - March 3rd at 6:00 p.m.

Planning Commission - March 6th at 6:30 p.m.

City Council - March 17th at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve City Council Minutes February 3, 2025					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve the February 3, 2025, Council Minutes							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Approve City Council Minutes of February 3, 2025.							
<u>Attachments:</u>							
1. 02-03-2025 City Council Minutes							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
FEBRUARY 3, 2025**

1) CALL MEETING TO ORDER AND ROLL CALL

Council Members Present: Mayor Tim Litfin, Derek Siddons, Jacob Coleman, Jeff Grengs, and Nick Gleason.

Staff Present: Shane Fineran, Jackie Schulze, Jon Haukaas, Lane Braaten, Nicole Meyer, Jody Lechner, Justin Sorensen, City Engineer Jake Saulsbury, and City Attorney Mike Melchert

2) PLEDGE OF ALLEGIANCE

3) ADOPT AGENDA

Motion by Coleman second by Gleason to Adopt the Agenda as Published with switching Agenda items 4 and 5.

MOTION CARRIED

5) VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

Aaron Olson, Waconia High School Choir Director, introduced himself and provided the Council with a brief history of the Waconia Show Choir. The Power Company is in its 27th year as a competitive show choir. This year competed in five states in five weeks. In 2024 the Power Company ranked 11th in the Country.

Abby Rausch spoke on her experience and what she has gained and learned from participating in Show Choir

Logan DeMarce spoke on the Legacy of Power Company sharing the number of awards Power Company has received.

Shay Compaan spoke on the opportunities other than singing and dancing that are included in the Mega Watt which is the band for the Power Company.

4) CLOSED SESSION

1. RECESS TO CLOSED SESSION - Allen v Waconia

[Cover Page](#)

Motion by Grengs Second by Coleman to Recess to Closed Session. Attorney-Client Privilege.

MOTION CARRIED.

6) [ADOPT CONSENT AGENDA](#)

- 1) Approve City Council Minutes January 21, 2025

[Cover Page](#)

[January 21, 2025 Council Minutes](#)

- 2) Approve February 3, 2025 Expenditures

[Cover Page](#)

- 3) Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred December 2024

[Cover Page](#)

- 4) Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred December 2024

[Cover Page](#)

- 5) Preventative Maintenance Service Agreement with Nordic Mechanical for Fire Station

[Cover Page](#)

[Resolution No. 2025-040 Authorizing HVAC Preventative Maintenance Agreement for Fire Station](#)

[Service Agreement Boiler Maintenance at Fire Station with Nordic Mechanical](#)

- 6) Contractor Pay Request #3 - Water Treatment Facility Piping Modifications

[Cover Page](#)

[Water Treatment Facility Piping Payment #3](#)

- 7) Approve Installation Contract for Playground Equipment at Windmill Creek Park

[Cover Page](#)

[Resolution No. 2025-041 Approving Agreement for Playground Equipment at Windmill Creek Park](#)

[Agreement for Playground Equipment at Windmill Creek Park with Flag Ship](#)

- 8) Adopt a Development Standards Manual for the City of Waconia

[Cover Page](#)

[Resolution No. 2025-042 Adopting a Manual of Design and Construction Standards](#)

[Cover Letter for Standards Manual 01-27-2025](#)

[Waconia Development Standards 2025](#)

- 9) Authorize Hire for Assistant Planner

[Cover Page](#)

[Resolution No. 2025-043 Authorizing Assistant Planning Hire](#)

- 10) Accepting Grant Proceeds from Carver County Public Services Solid Waste Reduction & Recycling Grant for 2024

[Cover Page](#)

[Resolution No. 2025-044 Accepting Grant Proceeds form Carver County Public Services Solid Waste Reduction and Recycling Grant for 2024](#)

- 11) Authorize City Staff to Obtain Pricing for City Hall Facility Improvements

[Cover Page](#)

[Resolution No. 2025-045 Authorizing City Staff to Obtain Quotes for City Hall Facility Improvements](#)

12. Ratifying Sale of PID #750501470

[Cover Page](#)

[Resolution No. 2025-046 Ratifying Sale of Property](#)

Motion by Grengs second by Coleman to Adopt the Agenda as Published with removing item 6.1, 6.7, and 6.8 and moving those items to Section 8 Items Removed from Consent Agent

MOTION CARRIED

- 7) COUNCIL BUSINESS

1. [Amendment to the City's Financial Policy and Guidelines](#)

[Cover Page](#)

[Resolution_No._2025-036 \(2\).doc](#)

[Financial Policy and Guidelines Proposed Changes 02-03-2025](#)

Nicole Meyer, Finance Director, explained and recommended changes to the City's Financial Policy and Guidelines. Specifically, under Travel Expenses to better accommodate for conference travel for staff, Investment in Certificate of Deposit to include credit unions has been removed from the proposed changes, Special Assessment Pre-Payments to update rules and regulations set forward by Carver County, and minor adjustments to correct grammar and punctuation.

This item was tabled at the January 21, 2025, Council meeting to provide the Council more details of the recommended changed proposed by staff.

Motion by Gleason second by Coleman to Adopt Resolution No. 2025-036 Amending the City of Waconia Financial Policy and Guidelines.

MOTION CARRIED

[2\) Utility Bill Fee Adjustment - 1149 Pond Curve](#)

[Cover Page](#)

Staff received a request from the property owners at 1149 Pond Curve for forgiveness of the base rate fees to their utility account starting in February 2025 due to a house fire which occurred on January 20, 2025. The house is currently uninhabitable. The property owners estimate they will not be able to live in their home for 8 to 12 months.

Council in agreement that these fees are included in the annual budget and should not be the burden of the residents.

Staff directed to draft a potential house fire exemption policy for the Council to review.

[3\) Stop Sign request for 1st Street at Birch Street](#)

[Cover Page](#)

[Resolution No. 2025-047 Authorizing Changes to Intersection Traffic Control at Birch Street and First Street](#)

[Stop Sign Request 01-02-2025](#)

[Birch Street and 1st Street Site Images with Stop Sign Locations](#)

[MUTCD Multi-Way Stop Applications](#)

Jon Haukaas, Public Services Director, received a stop sign request at the intersection of 1st Street and Birch Street. The request is for an all-way stop controlled condition to address the safety concerns focused primarily on cross-traffic conflicts. Staff reviewed traffic volumes, sighting lines, and historical crash data. The installation of an all-way stop at the intersection of 1st Street and Birch Street may reduce the potential for vehicle conflicts and modifying this intersection to an all-way stop is recommended.

Motion by Grengs second by Siddons to Adopt Resolution No. 2025-047 Authorizing Changes to Intersection Traffic Control at Birch Street and First Street.
MOTION CARRIED

4) [Approve 2nd Street Layout and Streetlighting Layout for 2025 Downtown Reconstruction Phase 3](#)

[Cover Page](#)

[Public Hearing Notes 01-28-2025](#)

[Resolution No. 2025-048 Approving Streetlighting Layout Downtown Reconstruction Phase 3 Project](#)

[Downtown Reconstruction Phase 3 Lighting 12-05-2024](#)

[2025-049 Approving 2nd Street Layout for the 2025 Phase 3 Downtown Reconstruction Project](#)

Haukaas stated that this agenda item addresses two items of follow-up from the January 21st Council Meeting. First Resolution addresses the cross-section layout of 2nd Street between Olive Street and Elm Street. The Council approved moving forward with a design for 2nd Street showing an 8-foot sidewalk on the north side and a 5-foot separated sidewalk on the south side. This design moved the curb lines to the north approximately 1.5 feet to help align with 2nd Street to the east. This design followed the previously approved downtown design guidelines for the north sidewalk and created a transition zone by using more residential standard for the south sidewalk.

The second option considered adding boulevard green space at the back of curb on both the north and south sides of the street and narrower sidewalks. This would represent a more residential design layout for both sides of the street and not follow the Downtown Design guidelines. This option has the most impact to adjacent properties on the south and has increased costs.

The third option used the Downtown Design guidelines for both sides of the street. This includes 8-foot sidewalks at the back of the curb. This option involves the layout to move the street south and provide an additional two feet of the right-of-way as green space for the proposed apartment building project on the north side. The sidewalk on the south side can be designed so that the southern edge of the new sidewalk lines up with the south side of existing sidewalk, thereby minimizing impact and additional expense.

Both the previously approved Option 1 And the new Option 3 can meet the goals of the project without additional expense. Option 3 also addresses concerns raised by the north side property owner.

Staff recommend moving forward with a change to the design using the Option 3 layout with 8-foot attached sidewalks on both sides and moving the roadway south. The design Option 3 also is consistent with the existing zoning of this area and both sides of the streets.

Michael Dehn, 25 2nd Street West, as there is no option for screening the front side of his property his Maple tree is very valuable and is requesting the Council do whatever it can as to not impact the root system of this tree and is in favor of Option 3.

The Council is in agreement for Option 3.

Motion by Coleman second by Grengs to Adopt Resolution No. 2025-048 Approving the Layout of 2nd Street for the 2025 Downtown Reconstruction Phase 3

The Council directed staff to add mid-block lighting to the north side of 2nd Street and a more detailed examination was given to the location of the street light poles throughout the project. The location of the street poles are constrained by a number of issues: the available space in the right-of-way, the proximity of buildings adjacent to the right-of-way, the need to install drain tile for street drainage, conduits below the sidewalk for electrical, irrigation, and fiber, and curb overhang to allow space for bumpers or to open vehicle doors.

Staff recommended approving the street lighting layout to include these adjustments and finalizing the layout.

Motion by Grengs second by Litfin to Adopt Resolution No. 2025-049 Approving the Streetlighting Layout for th2w 2025 Downtown Reconstruction Phase 3pproving Streetlighting Layout Downtown Reconstruction Phase 3 Project.

Ayes: 3 - Litfin, Grengs, Coleman, Gleason

Nays: 1- Siddons

MOTION CARRIED

8) ITEMS REMOVED FROM CONSENT AGENDA

Agenda Item 6.1 Approve City Council Minutes January 21, 2025.

Mayor requested this item be pulled from the Consent Agenda to request staff to include the State of Minnesota Surplus Services Program when requesting contract bids for disposing of surplus equipment and supplies.

Motion by Coleman second by Gleason to Approve the City Council Minutes J annuary 21, 2025

MOTION CARRIED

Agenda Item 6.7 Approve Installation Contract for Playground Equipment at Windmill Creek Park

The Mayor requested this item be pulled from the Consent Agenda to discuss with staff the saving of City dollars by having staff do a portion of the project; specifically the demolition.

Haukaas explained this is something staff could do; however, the hauling and disposal would be the same cost to the City. Using City staff does take away from other duties and projects. This would be all about timing and weather and does have impact to the neighborhood.

Motion by Siddons second by Gleason to Adopt Resolution No. 2025-041 Approving Agreement for Playground Equipment at Windmill Creek Park.
MOTION CARRIED

Agenda Item 6.8 Adopt a Development Standards Manual for the City of Waconia

The Mayor pulled this item from the Consent Agenda to share the good news with the Community.

Haukaas stated at this time, the City does not have an official Development Standards Manual. This will assist in removing inconsistencies when a city does not have standards in the adopted practices. Clear direction saves money for both the City and contractors.

Motion by Gleason second by Coleman to Adopt Resolution No. 2025-042 Adopting a Manual of Design and Construction Standards
MOTION CARRIED

9) STAFF REPORTS

Sergeant John Howard gave a brief update to the Council stating January showed a mild decrease in calls which was 10 calls less in 2025 than in January of 2024. There were 37 criminal incidences in the City mostly property crimes and a 400% decrease in criminal sexual conduct. Non-criminal calls were basically identical with a 250 total. Reminded residents that winter parking restrictions are in force.

10) BOARD REPORTS

Council Member Grengs: Nothing to report

Council Member Coleman: Nothing to report

Council Member Gleason: Nothing to report

Council Member Siddons: Nothing to report

Mayor Litfin: --Visited the Waconia Senior Center twice in January. Once for Donuts with the Mayor and once to call bingo and play cards.

--Attended the annual Chamber of Commerce Awards luncheon.

--Met with the Waconia High School Student Council. Two Student Council will present to the City Council in March.

--Attended the Ridgeview Board of Directors Meeting to review the Board's 2024 Fiscal Numbers

--Reminded resident of the Special Olympic Polar Plunge on February 8th.

11) ANNOUNCEMENTS

Jackie Schulze, Assistant City Administrator reminded the Council that the Second Annual Stewardship Award is now accepting applications. Go to www.waconia.org to nominate a Waconia Resident that gives back to the Community in any way. The nomination deadline is March 15, 2025, and the winner will receive a plaque of recognition.

12) ADJOURN REGULAR MEETING

Motion by Coleman Second by Gleason to adjourn February 3, 2025, City Council meeting at 7:45 p.m.

MOTION CARRIED

Tim Litfin, Mayor

ATTEST: _____

Sue Schwalbe, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve February 18, 2025 Expenditures					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Payment of February 18, 2025 Expenditures.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Attached is the claim and disbursements register for the City of Waconia as of February 18, 2025. Payments are made to vendors via check, electric payment, and through the City's purchasing card program. Note: The City paid several annual debt payments which include principal and interest payments on February 1, 2025. These payments are listed as electronic/other in the attached reports. <u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred January 2025					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Safari Island Community Center Incurred in January 2025							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in January 2025. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Safari Island Community Center.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Safari Island Fund (231)							
Budget Information: ☒ X Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred January 2025					
Originating Department:		Finance					
Presented by:		Amanda Ortloff					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Motion to Approve Rink Management Corporation Expenditures for Waconia Ice Arena Incurred in January 2025							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Rink Management Services Corporation has provided the attached report for expenditures paid in January 2025. Per the City's contract with Rink Management, these expenditures are paid by Rink Management for the City's operation of the Waconia Ice Arena.							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Ice Arena Fund (678)							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 18, 2025

Item Name: Preventative Maintenance Service Agreement with Twin City Garage Door for Fire Station

Originating Department: Administration

Presented by: Jackie Schulze

Previous Council Action (if any):

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

Adopt Resolution No. 2025-050 Approving Preventative Maintenance Service Contract

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

The City contracts with Twin City Garage Door for preventative maintenance on our garage doors at our Public Services facility. Because the doors at the new fire station were under warranty during 2024, we did not need to add this facility to our normal preventative maintenance agreement until 2025. Now that the warranty is coming up, we felt it was necessary to receive quotes from two vendors, to ensure we were getting a fair rate.

- Yale Mechanical: \$2,256.35
- Twin City Garage Door: \$710.00

The scope of work proposed includes:

Overhead Doors Maintenance:

- Inspect and lubricate rollers, bearings, and bushings
- Adjust spring tension
- Inspect and tighten hinges, hardware, and bottom fixtures
- Check cables and drums for wear or damage
- Inspect door sections and track alignment
- Tighten shafts, couplers, and set screws
- Inspect spring hardware and weather stripping

Electrical Operators Maintenance:

- Adjust limit switch, belt, brake, and clutch
- Lubricate roller chain, sprockets, and bearings
- Inspect safety eyes and reverse mechanisms

After review of these quotes, we recommend continuing to partner with Twin City Garage Door for the preventative maintenance for the Fire Station facility

Attachments: 1. Resolution No. 2025-050 Approving Agreement with Twin City Garage Door for Periodic Maintenance of Fire Station Overhead Doors 2. 01-13-2025 Preventative Maintenance Contract with Twin City Garage Door		
FINANCIAL IMPLICATIONS: Funding Sources & Uses:		ADVISORY BOARD RECOMMENDATIONS:
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2025-050**

**RESOLUTION APPROVING AGREEMENT WITH
TWIN CITY GARAGE DOOR FOR PERIODIC MAINTENANCE
OF FIRE STATION OVERHEAD DOORS**

WHEREAS, the City of Waconia recognizes the importance of regular maintenance and inspection of the Waconia Fire Department's overhead doors and electrical operators to ensure operational reliability and safety; and

WHEREAS, the City has received an estimate from Twin City Garage Door for the annual periodic maintenance inspection of overhead doors and operators located at the Waconia Fire Station at 10451 West 10th Street, Waconia, Minnesota; and

WHEREAS, the scope of work includes inspection, lubrication, and necessary adjustments to rollers, bearings, hinges, cables, tracks, electrical operators, and safety mechanisms to maintain optimal function; and

WHEREAS, the estimated cost for these services is **\$710.00**, which includes labor and shop supplies, with any additional repairs or parts requiring separate approval;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waconia that the agreement with Twin City Garage Door for Annual Maintenance of Fire Station overhead doors is approved.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



Twin City Garage Door
5601 Boone Avenue North
New Hope, MN 55428
(763) 533-3838
service@twincitygaragedoor.us

BILL TO

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

ESTIMATE
399306945

ESTIMATE DATE
Jan 13, 2025

JOB ADDRESS

Waconia Fire Station
10451 West 10th Street
Waconia, MN 55387 USA

Job:

ESTIMATE DETAILS

Annual Periodic Maintenance Inspection :
On 12(Twelve) Full Vision doors and operators.

Here are the items that will be checked:

OVERHEAD DOORS:

1. Inspect & Lubricate rollers
2. Inspect & Lubricate bearings and bushings
3. Adjust spring tension
4. Inspect & Tighten hinges & hardware
5. Inspect cables for wear or damage
6. Inspect & Adjust drums for wear or damage
7. Inspect door sections
8. Inspect and Adjust track
9. Tighten shafts, couplers, set screws
10. Inspect bottom fixtures
11. Inspect spring hardware for secure mounting
12. Inspect weather strip for wear or damage

ELECTRICAL OPERATORS:

1. Inspect & Adjust limit switch, belt, brake, and clutch
2. Inspect & Lubricate roller chain, sprockets, and bearing
3. Inspect safety eyes & reverse mechanisms

-If major parts and labor are needed to repair the door, you will be quoted added costs before proceeding.
-The needed parts will be billed separately and installed at the Customer's direction and convenience.

Estimate is given on a per trip basis

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
LAB-002	Standard Labor	4.00	\$170.00	\$680.00

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
1901004	SHOP SUPPLIES / ENERGY CHARGE - COMMERCIAL	1.00	\$30.00	\$30.00

SUB-TOTAL	\$710.00
TAX	\$0.00
TOTAL	\$710.00

Thank you for your business!

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Twin City Garage Door as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here:

TIM LITFIN, MAYOR

Date FEBRUARY 18, 2025



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Authorize City Staff to Obtain Pricing for Command Vehicle Replacement					
Originating Department:		Fire					
Presented by:		Justin Sorensen					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-051 Authorizing City Staff to Obtain Pricing for Command Vehicle Replacement, CIP Adopt Project #424							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
As part of the 2025 CIP, the Fire Department has a Command Vehicle replacement (Project #424) budgeted at \$90,000. In 2025, the current 2016 Chevrolet Tahoe will be 10 years old. As identified in the Fire Department Capital Replacement Schedule, we anticipate replacing this piece of equipment at 10 years of age in order to update technology and assure that the equipment is serviceable and always ready to respond. This particular unit has been used as a command vehicle and is the most frequently used vehicle by duty officers. These vehicles are critical to the duty officer staffing model that runs the majority of our calls. In 2024, 75% of our calls were duty officer only calls for service. Staff will be researching different types of vehicles that will be more specifically suited to the duty officer role to improve efficiency of this vehicle. Staff is requesting Council's approval to obtain pricing, take delivery, and complete the project in 2025. Once quotes are obtained, staff will bring the project to the Council for approval.							
Attachments:							
1. Resolution No. 2025-051 Authorizing Staff to Obtain Equipment Pricing for Fire Command Vehicle Replacement							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

CITY OF WACONIA

RESOLUTION NO. 2025-051

**RESOLUTION AUTHORIZING CITY STAFF TO OBTAIN EQUIPMENT PRICING
FOR FIRE COMMAND VEHICLE REPLACEMENT**

WHEREAS, replacement of the Fire Department's Command Vehicle is currently programmed in the 2025 CIP for \$90,000; and

WHEREAS, Fire Department Leadership agrees to ensure that their fleet of equipment is on an appropriate replacement schedule to assure technological compliance and serviceability of its equipment; and

WHEREAS, the City Council will have the opportunity to review the quotes received and ultimately approve or deny the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia that City staff are authorized to obtain quotes for the replacement of the Utility Vehicle replacement project currently identified in the CIP as project #424.

Adopted and approved by the City Council of the City of Waconia on this 18th day of February 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Accepting Cash Donations for Operations of the Fire Department					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-052 Accepting Cash Donations for Operations of the Fire Department							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Fire Department staff received the following donation with an appreciation letter for the service provided by City staff: • Healing Hearts Connection - \$400 - Frunge Fundraising Event on March 1, 2025 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the Fire Department's 2025 budget. Attachments: 1. Resolution_No._2025-052 Accepting Cash Donation for Operations of the Fire Department							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Fire (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
☒ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-052**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Healing Hearts Connection	Cash	\$400

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

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

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

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

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 18, 2025
Item Name:	Firefighter Right Front Seat Certification
Originating Department:	Administration
Presented by:	Jackie Schulze

Previous Council Action (if any):

Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2025-253 Right Front Seat Certification for Firefighter Kris Baumann

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The Fire Duty Officer program was approved in June of 2020. A Right Front Seat Certification was included with the Duty Officer Policy, which allows firefighters who are not officers but have specific qualifications, to be eligible to fill duty officer shifts.

The Right Front Seat qualification process is designed to ensure that firefighters who assume leadership responsibilities have the necessary skills, knowledge, and decision-making abilities to lead their crews effectively during emergency responses. Firefighters seeking this qualification must:

- Complete a structured training program that includes leadership development, tactical decision-making, and crew management.
- Obtain Fire Chief approval before being eligible to serve in the officer position during Duty Crew or all-call responses.

In addition, the Right Front Seat Certification process plays a key role in maintaining strong leadership within the department, ensuring that firefighters who step into command positions are well-prepared to make critical decisions under pressure. This process enhances crew safety, operational efficiency, and the department's overall effectiveness in serving the community.

Firefighter Kris Baumann has recently completed the Right front Seat Certification. She has achieved all of the requirements as well as completed the Right Front Seat Certification packet, which is included for reference. We recommend Council approve Firefighter Baumann's status change to Right Front Seat Certified.

Attachments:

1. [Resolution No. 2025-053 Approving Firefighter as Right Front Seat Certified](#)
2. [Right Front Seat Manual Updated 11-21-2023](#)

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		
Budget Information:	Planning Commission	
_____ Budgeted	Parks and Recreation Board	
_____ Non Budgeted	Safari Island Advisory Board	
_____ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2025-253**

**RESOLUTION APPROVING FIREFIGHTER
AS RIGHT FRONT SEAT CERTIFIED**

WHEREAS, the City of Waconia adopted the full Duty Officer policy in June of 2020;
and

WHEREAS, as program titled “Right Front Seat Certification” was adopted as part of
that policy; and

WHEREAS, Firefighter Kris Baumann has completed the necessary right seat
certification qualifications and trainings; and

WHEREAS, with the Right Seat Certification, Firefighter Baumann will be able to be
part of the Duty Officer program; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves
Firefighter Kris Baumann as Right Front Seat Certified.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

Waconia Fire Department

Right Front Seat Packet



Version 1.2 Updated 12/1/2023.

Firefighter Name: _____ Badge #: _____

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Firefighter's Name: _____ Badge #: _____

I Request to start the Right Front Seat (RFS) Qualification process.

Firefighter's Signature

Date

Minimum qualifications

Fire Apparatus Operator State Certification

Date of Completion _____

Emergency Medical Technician (EMT) or Emergency Medical Responder (EMR)

Date of Expiration _____

All certifications must be "active" and candidate must be in "Good Standing" with the fire department, consistently meeting 25% per quarter for a minimum of six (6) consecutive quarters.

Signature of Chief Officer _____

Captain's Recommendation

To be completed at the start of the process.

I recommend Firefighter _____ be considered to start the Right Front Seat process.

Captain's Signature

Date

Training Division

Firefighter _____ has completed four (4) successful duty crew shifts and met all expectations, the training department / Asst. Chief 2 has confidence in the candidate's abilities to lead and manage a crew on the fire ground.

Asst. Chief's Signature

Date

Fire Chief's Final Approval

To be completed after packet completion.

I hereby give Firefighter _____ permission to ride as the Right Front Seat/ Officer on Waconia Fire Department Vehicles.

This Firefighter has completed all required expectations set forth in this manual and I have confidence in their abilities to lead and manage a crew on the fire ground.

Fire Chief's Signature

Date

INTRODUCTION

The Waconia Fire Department relies on great leadership both from its officers and its firefighters. By becoming Right Front Seat qualified, you have chosen to further develop your leadership role within the department. This manual was designed to help ensure your successful transition into a formal leadership role as the acting crew lead of an engine company.

You will be required to have this packet fully completed and approved by the Fire Chief before you can sign up and ride in the officer position both on Duty Crew and during all call response.

General Guidelines

The Waconia Fire Department uniformly sets high expectations of all its firefighters, and even higher expectations of its officers. As the acting company officer, you will have many expectations and responsibilities that will impact you, your crew, your family and your community. We operate as a team, and everyone goes home! The Fire Department is not the product of one individual's effort, nor is it organized for the glory of a single firefighter. Our purpose is to protect the lives and property of our citizens against loss by fire and other emergencies.

The following items are intended to give you direction in becoming the best company officer that you can be:

1. YOU ARE RESPONSIBLE FOR THE LIVES OF YOUR CREW; this is not a responsibility to take lightly.
2. You will be asked to make difficult decisions, both on scene and off. Remember that you are representative of the Waconia Fire Department. Be certain that your actions are a credit to this position.
3. Be aggressive in the pursuit of education and training opportunities. Training is the key to self-preservation. This packet will not help you master your craft only to start you down the path.
4. Be loyal to the department and your co-workers. Guard your speech both on and off duty. Keep privileged information to yourself, but always be willing to discuss the purposes, functions, history and traditions of the fire service. Be certain that the opinions you express are those of the Fire Department. Public criticism of the Department is criticism of you.
5. Embrace and embody our core values. Putting a stake in Pride, Integrity, Honor, and Respect will ensure a smooth and easy transition into your leadership role.
6. Be the type of person who inspires confidence and respect. Do this by being honest, fair and trustworthy in all your dealings with others. When deciding, think of the good of all over the individual. Dependability is your greatest asset.

7. Be able to accept criticism graciously and praise, honors, and advancement modestly. You may be striving for promotion and advancement in the fire service. Be certain that your tactics in this competition are ethical. Your activities are being observed and evaluated by those in charge.
8. Remember and honor those who came before you both in actions and in words. The Department has a rich tradition of leadership and history, make sure your impact is a positive one.

In the fire service you are undertaking a very serious responsibility. Our effort is to reduce the loss of life and property by providing fire suppression, emergency rescue services, and fire and life safety education to the public. The Waconia Fire Department thrives when individuals, like yourself, take on leadership roles. Remember, a title or qualification does not make you a leader, your actions do!

DEPARTMENT EXPECTATIONS

Below are some topics that are important for you to familiarize yourself with. Some are general practice topics, and some are policies or guidelines.

Please familiarize yourself with the Department's Policy Handbook and the Standard Operating Guidelines (SOG's) both available electronically to all firefighters. You will be responsible for reviewing and understanding all Department policies and guidelines.

RFS Process and Timeline

You will be responsible for signing up and successfully complete both the online and classroom portion of Blue Card. This course will be made available at varying times each year through the training division. Blue Card is a 40 to 50-hour online course followed by a 3-day classroom skills lab. Also, you will be required to re-certify and keep this current to continue your eligibility for RFS. Please consult the training division for class availability. For members with 10 or more years of service, this course can be started after the Right Front Seat Packet is complete but must be completed within 1 year to maintain eligibility.

You will be required to work 1 4-hour duty crew shift with two of the three Chiefs, one of the two selected must be the Fire Chief, for a total of 8 hours. You will act as the officer during these shifts with the Chief / Asst. Chief as a shadow. After each shift your performance will be evaluated by the chief officer you worked with. You will be evaluated on Training, Command, WFD Policy and your leadership. You must obtain all signatures from the Chief Officer for successful completion of this requirement. Also, experience and past duty crew shifts worked can be used in place of this requirement when the member has 10 or more years of experience and approved by the Fire Chief.

SOP's/SOG's

As the officer of the crew and the as the Incident Commander on scene it will be important for you to know Waconia Fire Department SOPs and SOG's. As these are drafted, it is your responsibility to become familiar with them as they are adopted and implemented.

Required Class list.

- FAO
- Fire Instructor I
- Blue Card Incident Command Training course

WFD RIGHT FRONT SEAT DUTY CREW EVALUATION

Training *(RFS candidate puts together effective duty crew training, shows proficiency in subject matter, and is enthusiastic)*

Command *(Uses Blue Card size up, creates and initiates effective IAP, considers truck placement, effectively acts as command for "1st 5 min")*

WFD Policy *(Documents calls in fire manager, has good knowledge of WFD SOG's and applies them where appropriate)*

Leadership *(Effective radio communications, displays positive attitude toward assigned duties and WFD, delegates when appropriate, and places high priority on customer services)*

Firefighter _____ has successfully completed a duty crew shift in accordance with Waconia Fire Department standards set forth in this manual.

Chief's

Badge #

Date

WFD RIGHT FRONT SEAT DUTY CREW EVALUATION

Training (*RFS candidate puts together effective duty crew training, shows proficiency in subject matter, and is enthusiastic*)

Command (*Uses Blue Card size up, creates and initiates effective IAP, considers truck placement, effectively acts as command for "1st 5 min"*)

WFD Policy (*Documents calls in fire manager, has good knowledge of WFD SOG's and applies them where appropriate*)

Leadership (*Effective radio communications, displays positive attitude toward assigned duties and WFD, delegates when appropriate, and places high priority on customer services*)

Firefighter _____ has successfully completed a duty crew shift in accordance with Waconia Fire Department standards set forth in this manual.

Chief's

Badge #

Date

WFD RIGHT FRONT SEAT DUTY CREW EVALUATION

Training *(RFS candidate puts together effective duty crew training, shows proficiency in subject matter, and is enthusiastic)*

Command *(Uses Blue Card size up, creates and initiates effective IAP, considers truck placement, effectively acts as command for "1st 5 min")*

WFD Policy *(Documents calls in fire manager, has good knowledge of WFD SOG's and applies them where appropriate)*

Leadership *(Effective radio communications, displays positive attitude toward assigned duties and WFD, delegates when appropriate, and places high priority on customer services)*

Firefighter _____ has successfully completed a duty crew shift in accordance with Waconia Fire Department standards set forth in this manual.

Chief's

Badge #

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Accepting Donation and Approving Pass Thru Recommendation - Waconia Fire Relief Association					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-054 Accepting Donation and Approving Pass Thru Recommendation from Waconia Fire Relief Association							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received a donation from the Waconia Fire Department Gambling Board totaling \$13,050. The gambling board approved this donation as a pass thru for the following purposes: • \$13,050 - Additional ice rescue equipment for the fire department With the Council's acceptance of the donation and recommended purpose for pass thru from the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the Capital Equipment Fund (105).							
<u>Attachments:</u>							
1. Resolution No. 2025-054 Accepting Donation and Pass Thru Recommendation from Waconia Fire Relief Association							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Capital Equipment Fund (105)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
X Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-054**

**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	\$13,050	Capital Equipment Fund

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:

- \$13,050 – Additional ice rescue equipment for the fire department

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 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 18, 2025
Item Name:	Approve Purchase of Water Maintenance Division Half Ton Pickup
Originating Department:	Public Services
Presented by:	Jon Haukaas
Previous Council Action (if any):	Adopted Resolution No. 2024-262 Authorizing Staff to Solicit Pricing for 2025 Capital Projects and Equipment Acquisitions

Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2025-055 Authorizing Acquisition of Half Ton Pickup Maintenance Vehicle for Water Division - Project No. 542

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The City Council authorized the solicitation of pricing for equipment acquisition at the December 18, 2024, meeting. The 2025 Capital Improvement Plan identified \$44,000 for the addition of a half-ton pickup truck to be used in the Water Division. This vehicle will be used primarily by the Utility Division supervisor.

Staff utilized the Minnesota State Cooperative Purchasing Contracting system to find the best pricing from approved vendors. Staff is requesting to retain Unit #49 that had originally been scheduled for replacement and trade-in on this purchase. Unit #49 is needed for our Engineering Technician to perform daily inspections throughout the City. This vehicle has more value to the department to provide service to the community than the City would receive as trade-in value. This does create a budget deficiency and staff requests the City Council approve the additional expenditure. The pricing below includes emergency lighting and a cab protection rack system.

Staff reviewed two different manufacturer dealers to review options as follows:

<u>Vendor</u>	<u>Model</u>	<u>Year</u>	<u>Price</u>	<u>Availability</u>
Burnsville Dodge	Ram 1500	2024	\$49,108.40	Immediate
Buffalo Ford	F150	2025	\$47,239.40	4-8 months

The vehicle currently being used by the Utility Supervisor is being traded in with the accompanying item to purchase a new truck in the Sewer Fund. This creates an immediate need and so staff is recommending the purchase of the Ram 1500 from Burnsville Dodge due to the small cost difference and immediate availability.

Attachments:

1. [Resolution No. 2025-055 Authorizing Acquisition of Half Ton Truck Maintenance Vehicle for Water Division](#)
2. [02-05-2025 Burnsville Dodge Ram 1500 Quote](#)
3. [02-06-20256 Waconia #949 - Dodge Lighting Quote](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:
Water Cash

ADVISORY BOARD RECOMMENDATIONS:

Budget Information:	Planning Commission	
☒ X Budgeted	Parks and Recreation Board	
☐ Non Budgeted	Safari Island Advisory Board	

_____Amendment Required	Other
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**CITY OF WACONIA
RESOLUTION NO. 2025-055**

**RESOLUTION AUTHORIZING ACQUISITION OF A HALF TON TRUCK
MAINTENANCE VEHICLE FOR THE WATER DIVISION
PROJECT NO. 542**

WHEREAS, replacement of half-ton pickup Unit #49 is in the 2025 Capital Investment Plan; and

WHEREAS, staff is requesting to retain Unit #49 in lieu of trade in against the purchase of this new vehicle for availability for the Engineering Technician inspection vehicle; and

WHEREAS, pricing for a new half ton truck was solicited from two different manufacturers utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee the best government pricing; and

WHEREAS, staff have received and reviewed the quotes and delivery availability from both dealerships; and

WHEREAS, the vehicle offered by Buffalo Ford would need to be ordered with a delivery date in late summer or early fall while the vehicle offered by Burnsville Dodge is less than \$2000 more and available immediately; and

WHEREAS, Staff recommends approval of the acquisition of Dodge Ram 1500 due to its nearly equivalent pricing and immediate availability.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of a 2024 Dodge Ram 1500 from Burnsville Dodge plus Lighting and Cab Protector in the amount of \$49,108.40.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

From: Todd Prissel <tprissel@dodgeofburnsville.com>

Sent: Wednesday, February 5, 2025 4:09 PM

To: Doug Bode <DBode@waconia.org>

Subject: RE: Ram 1500

Doug the \$10,500 was with the Back Rack staying on the truck, but you keep the tool boxes as stated. If you want the Back Rack it would be \$10,000.

Thank You,

Todd Prissel

Commercial / Fleet Manager & Retail Sales

Dodge of Burnsville

tprissel@dodgeofburnsville.com

952-767-2702 Direct

952-894-9000 Main Office

Cars on Patrol Shop LLC & Towing

490 Highway 7 East
Hutchinson, MN 55350
320-234-3707
mark@mncopshop.com

Estimate

Date	Estimate #
2/6/2025	#113-949

Name / Address
CITY OF WACONIA

			Project
Description	Qty	Rate	Total
***** 2025 RAM 1500 LED LIGHTING SETUP QUOTE*****			
BACK-RACK, [NO TOOL BOX MOUNTS- ADD \$275 FOR TOOL BOX KIT]	1	328.50	328.50
BACK- RACK MOUNT KIT, NO DRILL, ARROW STICK MOUNT KIT	1	179.99	179.99
WHELEN TIR 8 LED LAMP TRAFFIC ADVISOR, [MOUNT ON BACK-RACK]	1	595.99	595.99
AMBER SNM LEDS LIGHTS FOR GRILLE, SIDE FRONT FENDERS, REAR TAIL GATE AREA	8	82.99	663.92
TOUCH 7 SWITCH CONTROL FOR ALL LIGHTS AND TRAFFIC ADVISOR.[MADE BY WHELEN]	1	210.00	210.00
*** ADD \$108.99 FOR CONTROL HEAD IF PREFERRED SEPERATE CONTROLLER***			
SHO SUPPLIES- WIRE, CONNECTORS SEALER, RELAYS, TIMER SET FOR 1 HOUR SHUT DOWN	1	390.00	390.00
LABOR	1	1,395.00	1,395.00
		Subtotal	\$3,763.40
		Sales Tax (7.875%)	\$0.00
		Total	\$3,763.40



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: February 18, 2025

Item Name: Approve Purchase of Sewer Maintenance Division One-Ton Truck

Originating Department: Public Services

Presented by: Jon Haukaas

Previous Council Action (if any):

Resolution No. 2024-262 Authorizing Staff to Solicit Pricing for 2025 Capital Projects and Equipment Acquisitions

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

Adopt Resolution No. 2025-056 Authorizing Acquisition of One-Ton Truck Maintenance Vehicle for Sewer Division

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

The City Council authorized the solicitation of pricing for equipment acquisition at its December 18, 2024 meeting. The 2025 Capital Improvement Plan identified \$55,000 for the addition of a one ton pickup with a lift gate to be used in the Sewer Division. This vehicle will be used for daily rounds and addition of the lift gate will improve employee safety when needing to move heavier parts and equipment. The lift gate will need to be purchased and installed later by a separate vendor. Staff has submitted a Safety Grant application that should cover the majority of cost associated with the lift gate.

Staff utilized the Minnesota State Cooperative Purchasing Contracting system to find the best pricing from approved vendors.

The pricing below includes the value of trade-in offered for Sewer Division unit #50, emergency lighting, running boards, and a cab protection rack system. Staff looked at two different manufacturer dealers to review options as follows:

<u>Vendor</u>	<u>Model</u>	<u>Year</u>	<u>Price</u>	<u>Availability</u>
Burnsville Dodge	Ram 3500	2024	\$42,144.40	Immediate
Buffalo Ford	F350	2025	\$42,672.40	4-8 months

Staff is recommending the purchase of the Ram 3500 from Burnsville Dodge due to its immediate availability.

Attachments:

1. [Resolution No. 2025-056 Authorizing Acquisition of One-Ton Truck Maintenance Vehicle for Sewer Division](#)
2. [Burnsville Dodge 3500 Quote](#)
3. [Waconia #951 - Dodge Lighting Quote](#)
4. [Ram 1500 Trade-In Offer Dodge of Burnsville](#)

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Sewer Cash

Budget Information:

☒ Budgeted☐ Non Budgeted☐ Amendment Required***ADVISORY BOARD RECOMMENDATIONS:***

Planning Commission

Parks and Recreation Board

Safari Island Advisory Board

Other

**CITY OF WACONIA
RESOLUTION NO. 2025-056**

**RESOLUTION AUTHORIZING ACQUISITION OF ONE-TON TRUCK
MAINTENANCE VEHICLE FOR THE SEWER DIVISION
PROJECT NO. 543**

WHEREAS, replacement of a one-ton truck with lift gate was identified for the Sewer Division in the 2025 Capital Investment Plan; and

WHEREAS, pricing was solicited from two different manufacturers utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, each dealership also provided a trade value for a 2015 Ram 1500 unit no. 50; and

WHEREAS, staff have received and reviewed the quotes from both dealerships; and

WHEREAS, Staff recommends approval of the acquisition of Dodge Ram 3500 and will add on the lift gate using a separate vendor.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of a 2024 Dodge Ram 3500 from Burnsville Dodge plus lighting, running boards and cab protector in the amount after trade-in of \$42,144.40.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

N88894

State Contract # 169667

Allow 18-24 weeks for delivery from order date

Anticipated order cutoff date of TBD

Dodge of Burnsville

12101 Hwy 35W South

Todd Prissel

tprissel@dodgeofburnsville.com

2024 Ram 3500 Reg Cab

Direct # 952-767-2702

V8 4x4 2GA (D28L62)

Base Vehicle Contract Price

\$ 40,868.00

Equipment Groups

Tradesman Level 2 Equipment Group	A6B	\$ 2,373.00	\$ 2,373.00
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Appearance Packages

Chrome Appearance Group	AMP	\$ 1,519.00	\$ 1,519.00
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Functional Packages

Heavy Duty Snow Plow Prep Group	AHD	\$ 225.00	\$ 225.00
5th Wheel/Gooseneck Towing Prep Grp	AHU	\$ 501.00	\$ 501.00

Optional Equipment

Elec Shift on the Fly Trans Case	DK3	\$ 272.00	\$ 272.00
Mirror Pwr Heat Fold Telescop Chrome	GT3	\$ 253.00	\$ 253.00

Additional Features

Clearance Lamps	LNC	\$ 88.00	\$ 88.00
Rear Wheelhouse Liners	MWH	\$ 180.00	\$ 180.00
Uconnect 5 W 8.4" Display (USA)	UBD	\$ 749.00	\$ 749.00
Trailer Brake Control	XHC	\$ 364.00	\$ 364.00

Seat Options

Cloth 40/20/40 Bench Seat/Black	V9/X9	\$ 115.00	\$ 115.00
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Color Options

Bright White	PW7	\$ -	\$ -
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Dealer Options

Pulse Safety Brake Light	PUL	\$ 299.00	\$ 299.00
Metro Tax			\$ 20.00

Total Delivered Price with options Per Contract

\$ 47,826.00

Dodge of Burnsville

Cars on Patrol Shop LLC & Towing

490 Highway 7 East
Hutchinson, MN 55350
320-234-3707
mark@mncopshop.com

Estimate

Date	Estimate #
2/6/2025	#113-951

Name / Address
CITY OF WACONIA

			Project
Description	Qty	Rate	Total
***** 2024 RAM 3500 LED LIGHTING SETUP QUOTE*****			
BACK-RACK, [NO TOOL BOX MOUNTS- ADD \$275 FOR TOOL BOX KIT]	1	328.50	328.50
BACK- RACK MOUNT KIT, NO DRILL, ARROW STICK MOUNT KIT	1	179.99	179.99
WHELEN TIR 8 LED LAMP TRAFFIC ADVISOR, [MOUNT ON BACK-RACK]	1	595.99	595.99
AMBER SNM LEDS LIGHTS FOR GRILLE, SIDE FRONT FENDERS,REAR TAIL GATE AREA	8	82.99	663.92
TOUCH 7 SWITCH CONTROL FOR ALL LIGHTS AND TRAFFIC ADVISOR.[MADE BY WHELEN]	1	210.00	210.00
*** ADD \$108.99 FOR CONTROL HEAD IF PREFERRED SEPERATE CONTROLLER***			
SHO SUPPLIES- WIRE, CONNECTORS SEALER, RELAYS, TIMER SET FOR 1 HOUR SHUT DOWN	1	390.00	390.00
LABOR	1	1,550.00	1,550.00
		Subtotal	\$3,918.40
		Sales Tax (7.875%)	\$0.00
		Total	\$3,918.40

Jon Haukaas

From: Doug Bode
Sent: Friday, February 7, 2025 7:46 AM
To: Jon Haukaas
Subject: FW: Ram 1500

Trade value from Ram.

Doug Bode
Utility Maintenance Supervisor
City of Waconia

From: Todd Prissel <tprissel@dodgeofburnsville.com>
Sent: Wednesday, February 5, 2025 4:09 PM
To: Doug Bode <DBode@waconia.org>
Subject: RE: Ram 1500

Doug the \$10,500 was with the Back Rack staying on the truck, but you keep the tool boxes as stated. If you want the Back Rack it would be \$10,000.

Thank You,

Todd Prissel

Commercial / Fleet Manager & Retail Sales

Dodge of Burnsville

tprissel@dodgeofburnsville.com

952-767-2702 Direct

952-894-9000 Main Office

I will be out of the office February 20th and 20st.

From: Todd Prissel
Sent: Wednesday, February 5, 2025 3:49 PM
To: Doug Bode <DBode@waconia.org>
Subject: RE: Ram 1500

Good afternoon Doug, the trade price for the Ram 1500 would be \$10,500 as long as the tires are good and do not need to be replaced.

Let me know if you have any questions or would like one of the trucks marked sold.

Thank You,

Todd Prissel

Commercial / Fleet Manager & Retail Sales

Dodge of Burnsville

tprissel@dodgeofburnsville.com

952-767-2702 Direct

952-894-9000 Main Office

I will be out of the office February 20th and 20st.

From: Doug Bode <DBode@waconia.org>
Sent: Wednesday, February 5, 2025 9:26 AM
To: Todd Prissel <tprissel@dodgeofburnsville.com>
Subject: FW: Ram 1500

Here are the pictures of the trade in truck the toolboxes don't come with it we are keeping them. Let me know if you need anything else.

Doug Bode
Utility Maintenance Supervisor
City of Waconia

From: Doug Bode <DBode@waconia.org>
Sent: Wednesday, February 5, 2025 9:21 AM
To: Doug Bode <DBode@waconia.org>
Subject: Ram 1500



















Sent from my iPhone



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Purchase of Replacement Mobile Generator					
Originating Department:		Public Services					
Presented by:		Jon Haukaas					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-057 Authorizing Acquisition of a Mobile Generator, CIP Project No. 842							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Capital Investment Plan (CIP) identified the replacement of the current 75kW mobile generator with a 100kW mobile generator to provide backup power to the various sanitary sewer lift stations throughout the community at an estimated cost of \$150,000. The new generator has higher output, selectable power output to accommodate the various power levels, and improved efficiency. Zeigler CAT provides the professional service contract for maintenance of other generators owned by the city and is also a supplier through the State of Minnesota Cooperative Purchasing program. Zeigler provides State Contract pricing for this unit meeting all the requirements of the City in a Cat XQ125 Diesel Generator, mounted on a trailer, with all proper controls. The quote for this unit is \$135,289 with a trade-in value of \$6,500. for the old unit resulting a net cost of \$128,789. Staff recommends approval. <u>Attachments:</u> 1. Resolution No. 2025-057 Authorizing Acquisition Mobile Generator 2. Specification Sheet 3. Ziegler Caterpillar Diesel Generator Agreement							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Sewer Cash							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-057**

**RESOLUTION AUTHORIZING ACQUISITION OF A MOBILE GENERATOR
CAPITAL IMPROVEMENT PROJECT NO. 842**

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

WHEREAS, certain infrastructure throughout the city such as lift stations and wells that are critical to continuous service for our citizens and therefore requiring backup power supply; and

WHEREAS, the current mobile generator is more than 20 years old and not providing the level of reliability to confidently deliver on this need and the Capital Investment Plan Project #842 identified the replacement of a 100kW Portable Generator; and

WHEREAS, projects approved as part of the 2025 budget were finalized and compiled for final approval by the City Council as funding is available in 2025 in the amount of \$150,000; and

WHEREAS, the city staff have solicited quotes from the vendors which have this equipment listed on the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, the vendor has included a reasonable trade-in value for the old equipment; and

WHEREAS, Staff recommend approval of the acquisition of the equipment per the attached quote.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of the 100 kW Portable Diesel Generator mounted on a trailer from Ziegler Inc. of Shakopee, MN in the amount of \$135,289 less \$6,500 for trade-in resulting in a net price of \$128,789.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Standby 110 kW, 137 kVA
 Prime 100 kW, 125 kVA
 U.S. EPA Tier 4 Final
 60 Hz
 1800 RPM

Image shown may not reflect actual configuration

Specifications

Generator	Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Phase	Amp (A)
Standard	60 Hz	480/277V	110 (137)	100 (125)	3-phase	150.35
	60 Hz	208/120V	110 (137)	100 (125)	3-phase	346.97
	60 Hz	240/120V	65 (65)	65 (65)	1-phase	270.83
Optional	60 Hz	600V/349V	110 (137)	100 (125)	3-phase	120.28
	60 Hz	480V/277V	110 (137)	100 (125)	3-phase	150.35
	60 Hz	208/120V	110 (137)	100 (125)	3-phase	346.97
	60 Hz	240/120V	64 (64)	64 (64)	1-phase	266.67

Cat® C4.4 Diesel Engine	Metric	Imperial (English)
Configuration	I-4, 4-Stroke - Water Cooled Diesel	
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268.5 in ³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	ADEM™ A4	

Features & Benefits

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

Design Criteria

- Meets ISO 8528 transient response and linear vibration
- Canadian Standards Association (CSA) Certified

Single-source Supplier

- Package is factory designed and production tested
- Manufactured in ISO 9001:2000 certified Caterpillar facility

Cat C4.4 Diesel Engine

- Four-stroke diesel engine with ACERT technology combined with electronic engine controller offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate
- Low ownership costs enabled by a 3,000 hrs service interval for multi-vee belts and service free tappets
- Oil and fuel filter change intervals: 500 hrs

Cat Clean Emissions Module (CEM)

- Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR)
- Aftertreatment remains invisible to the equipment operator when in use
- No requirement for ash servicing
- Service free for life of the engine

Diesel Exhaust Fluid (DEF) System

- DEF tank provides more than 24 hrs run time @ 75% load.
- Electrically heated DEF lines

Cat Generator

- Matched to the performance and output characteristics of Cat engines
- Integrated voltage selector switch
- UL 1446 Recognized Class H insulation

Automatic Voltage Regulator (AVR)

- D350 excitation module
- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

XQCP Control Panel

- Electronic control panel provides power metering, protective relaying, engine, and generator parameter viewing, and expanded AC metering
- Four lines back-lit LCD text display
- Simple, user-friendly interface and navigation
- Integrates with the Automatic Voltage Regulator (AVR) to provide precise control, excellent block loading, and constant voltage

Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 66 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanized sheet steel body panels for improved corrosion resistance
- Coolant and oil drains along with auxiliary fuel connections are all conveniently located at one location on the exterior of the enclosure for easy access
- Single point lifting

Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601
- OPTIONAL: Meets Transport Canada (UN31A) requirements with factory-installed, optional vent kit

Reduced Environmental Impact

- 110% spill containment of onboard engine fluids

Cooling System

- Provides 50°C ambient capability @ full rating
- Coolant low-level shutdown switch
- Coolant recovery system for easy top off

Charging System

- Charging alternator; 12V-100A, heavy duty with integral regulator and belt guards
- 10-Watt Solar maintainer for batteries

Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular network
- Customer-defined, equipment-based, real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing

Factory-installed Standard Equipment

Engine

- Cat C4.4 heavy-duty diesel engine meets Tier 4 Final emission standards

Engine Air Inlet

- Heavy-duty air cleaner with dust cup and service indicator
- Turbocharger and air-to-air after cooler

Cat CEM

- Engine mounted CEM
- Robust operation in cold weather and low loads
- Includes DOC and SCR

DEF System

- 8-gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank runtime at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

Fuel System

- 150-gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

Cooling System

- Provides 50°C ambient capability @ full rating
- Vertically mounted radiator with engine mounted cooling fan
- 50/50 Extended Life Coolant
- Coolant low-level shutdown switch
- Coolant recovery system
- Coolant drain line with valve

Mounting System

- Engine, generator and radiator soft mounted to the heavy duty, fabricated steel base frame

Sound-attenuated Enclosure

- Provides excellent weather protection
- Offers a quiet package with 66 dBA sound levels
- Rugged, corrosion-resistant construction:
 - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
- Excellent access for service and maintenance:
 - Two doors on each side of the enclosure provides clear access to routine service and maintenance needs.
 - Two rear doors provide access to power distribution and control panel access
 - Separate door for DEF and Diesel fill access
 - Access panel on the front provides access to clean radiator cores and to service DEF tank.
 - Lube oil drain, coolant drain, external fuel supply and return lines are all piped to exterior of the enclosure and located on one panel for easy access.
- Security and safety features:
 - Pad lockable latches on all access doors
 - Exterior emergency stop (E-stop) button

Lube System

- Open crankcase breather with filter
- Oil drain line with internal valve routed to connection point accessible from exterior
- 500-hour engine oil change interval

Starting System

- Single electric starting motor, 12VDC
- Single 12V (850 CCA) maintenance-free battery with disconnect switch, battery rack, and cables
- 120V single-phase block heater

Quality

- Factory testing of standard generator set and complete power module
- UL, NEMA, ISO, and IEEE standards
- O&M manuals
- CSA Certified
- Full manufacturer's warranty

Shore Power

- One 110V shore power connection for powering engine block heater and generator space heater (optional), battery charger (optional), and single duplex service receptacle
- Includes controls to de-energize block and generator space heaters when the engine is running

Factory-installed Optional Equipment

Vent Kit

- Provides necessary vents and films to upgrade the standard UL142 certified tank to meet Transport Canada (UN31A) certification

Trailer Electric

- Two-axle trailer with Electric brakes

Trailer Hydraulic

- Two-axle trailer with Hydraulic brakes

Battery Charger

- 10A, 12 VDC output
- UL & CSA listed

Hitches

- 3" Pintle OR 2-5/16" Ball

Generator Space Heater

- 110 VAC Anti-condensation heater

Permanent Magnet Generator (PMG)

- Adds independent source of excitation to generator

NEMA Receptacles

- 208 Volt locking NEMA receptacles, quantity 2

600V Generator

- Includes 600V generator and 4-position rotary switch for easy selection of desired output
- Available voltages include:
 - 3-phase (600/347 Volt, 480/277 Volt, 208/120 Volt)
 - 1-phase (240/120 Volt)

Technical Data

Cat Generator	
Frame size	LC3114F
Pitch	2/3
No. of poles	4
No. of leads	12
Excitation	Self Excited
Number of bearings	Single bearing, close coupled
Insulation	Class H
Enclosure	Drip proof IP23
Alignment	Pilot shaft
Overspeed capability – % of rated	125% of rated
Voltage regulator	3-phase sensing with volts-per-hertz
Voltage regulation (adjustable to compensate for engine speed droop and line loss)	Less than $\pm 1/2\%$ voltage gain
Wave form deviation	3%
Telephone Influence Factor (TIF)	Less than 50
Harmonic Distortion (THD)	Less than 5%

Cat Generator Set			
	Units	60 Hz — Standby	60 Hz — Prime
Power Rating	kW (kVA)	110 (137)	100 (125)
Performance Specification			
Lubricating System			
Oil pan capacity	L (gal)	9.4 (2.5)	9.4 (2.5)
Fuel System			
Fuel consumption — 100% Load	L/hr (gal/hr)	31.3 (8.27)	28.4 (7.49)
75% Load	L/hr (gal/hr)	-	20.9 (5.51)
50% Load	L/hr (gal/hr)	-	14.4 (3.80)
25% Load	L/hr (gal/hr)	-	7.5 (1.97)
Fuel tank capacity	L (gal)	568 (150)	568 (150)
Run time @ 75% rating	Hr		28
DEF System			
DEF consumption — 100% Load	L/hr (gal/hr)	1.2 (0.31)	0.47 (0.12)
75% Load	L/hr (gal/hr)	-	0.72 (0.19)
50% Load	L/hr (gal/hr)	-	0.39 (0.10)
25% Load	L/hr (gal/hr)	-	0.45 (0.12)
DEF tank capacity	L (gal)	30 (7.92)	30 (7.92)
Run time @ 75% rating	Hr		24
Cooling System			
Ambient capability	°C (°F)	55 (131)	55 (131)
Engine & radiator coolant capacity	L (gal)	18.3 (4.8)	18.3 (4.8)
Noise Rating (with enclosure) @ 7 meters (23 feet) @ 75% rating	dB(A)	66	65

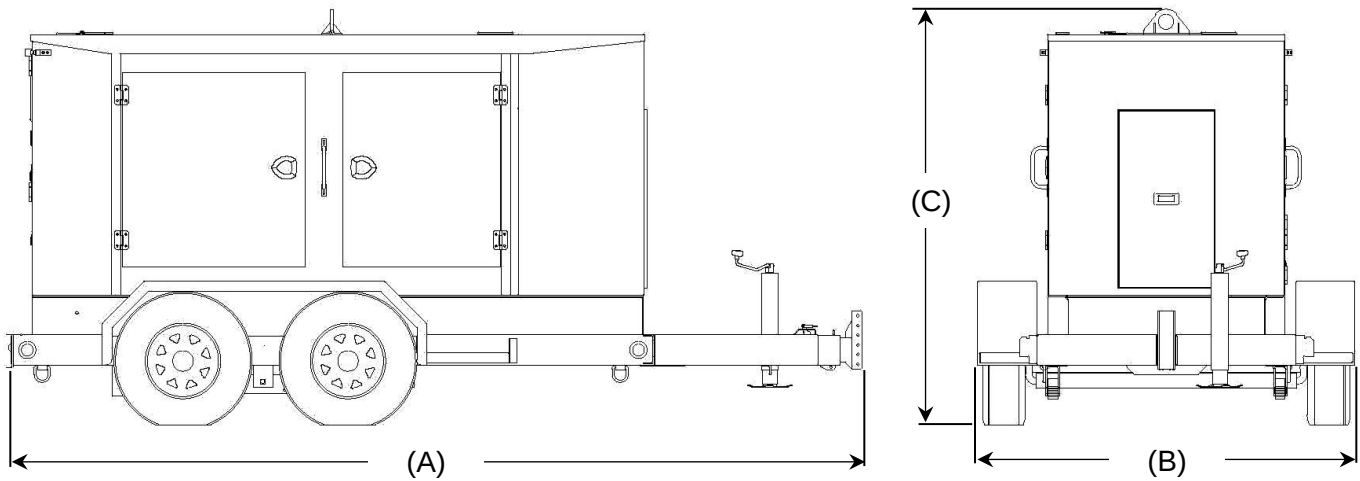


Technical Data (continued)

Dimensions and Weights					
Model	Length mm (in) (A)	Width mm (in) (B)	Height mm (in) (C)	With Lube Oil & Coolant Kg (lb.)	With all fluids Kg (lb.)
XQ125	3,261 (128.4)	1,243 (48.9)	1,856 (73)	2,372 (5,230)	2,876 (6,341)
XQ125 with trailer (electric brakes)	4,475 (176)	1,981 (78)	2,174 (85.5)	2,812 (6,200)	3,316 (7,311)
XQ125 with trailer (hydraulic brakes)	4,495 (177)	1,981 (78)	2,174 (85.5)	2,821 (6,220)	3,325 (7,331)

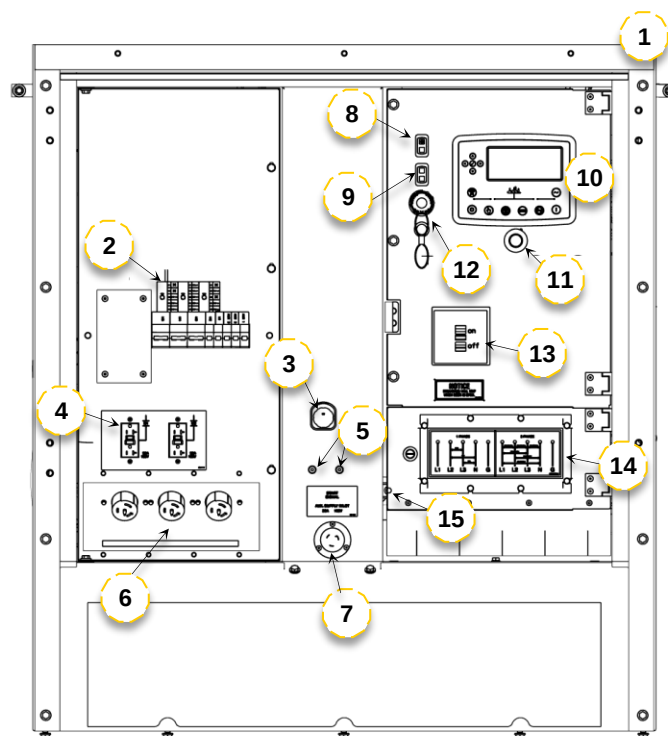
General Layout Dimensions

Dimensions in millimeters (inches).
Shown with optional trailer.



Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable doors (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	2X Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	3X Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	HEST and DPF lamp
9	Glow plug lamp
10	XQCP digital generator set controller
11	Potentiometer for voltage adjustment
12	Cat ET service tool connector
13	Generator main circuit breaker
14	Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch
15	Breaker trip door switch



Ratings Definitions and Conditions

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambient shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

Standby — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

www.Cat.com/rentalpower

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Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission

Date: February 4, 2025

Proposal by



Proposal No. EPG0624DS02-2

8050 Cty Rd 101 East
Shakopee, MN 55379
952-887-4535

Daniel.slagle@zieglercat.com

To: City of Waconia
Attn: Doug Bode

Re: Caterpillar 100kW Towable Generator
Sourcewell Contract# 092222-CAT
Sourcewell Member # 2486

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

<u>QUANTITY</u>	One (1) New CATERPILLAR Tier 4 Portable Diesel Generator Set in 66dB Outdoor Insulated Enclosure Mounted on Trailer with Electric Brakes, Pintle Hitch Box Mounted on Trailer for cables.
<u>MODEL</u>	XQ125BM – Tier 4 Final
<u>RATING</u>	100 kW prime power
<u>VOLTAGE</u>	Selectable voltage switch (480/277V, 120/208V 3ph & 120/240V 1 Ph)
<u>RECEPTACLES:</u>	Main bus bar with hinged cover door 2 – 240V, 50A California style twist lock receptacle 2 – 120V/208V, 20A twist lock 2 - 120V, 20A duplex receptacles with GFI
<u>BREAKERS:</u>	Three (3) thermal magnetic trip breakers. One (1) 60 amp to feed 480V 3ph system. One (1) 100 amp to feed 480V 3ph system. One (1) 200 amp to feed 480V system
<u>CABLES/PLUGS</u>	Three 35' soow cords with plugs 60 amp 208V with APJ6475 S22 Connector 100 amp 480V with APJ10477 S22 Connector 200 amp 480V with AP20458 S22 Connector One (1) 30A 120V Shore power cord. Cable Box On Trailer Tongue.

TOTAL EQUIPMENT PRICE	<u>\$ 135,289 .00 *</u>
PURCHASE OFFER FOR CUSTOMER GENERATOR	<u>\$ 6,500 .00*</u>

* Please refer to the attached Bill of Material.
* Price does not include state or local sales and/or use tax. DMV tax not included.
* **Delivery Jobsite on truck - included in final billing**

APPROXIMATE SHIPPING DATE January 2024

F.O.B Ziegler

TERMS: Net 20 days

ACCEPTED:

Respectfully submitted,
ZIEGLER INC.

By Dan Slagle

Dan Slagle, Sales Engineer

By: TIM LITFIN

Subject to approval by

APPROVED:

ZIEGLER INC.

Its MAYOR

By

BILL OF MATERIAL
EPG0624DS02-2

XQ125 RENTAL P.K.G

100 ekW Prime, 110 ekW Standby.

125kVA Prime, 137kVA Standby

C4.4 Engine; Governor = Isochronous Electronic, Aspiration = ATAAC.

EMCP 4.2B DIGITAL CONTROL PANEL

EMCP 4.2B genset mounted controller

Automatic start/stop with cool down timer

Idle/rated switch

Generator Protection features: 32, 32RV, 46, 50/51, 27/59, 81 O/U

Metering display: voltage, current, frequency, power factor, kW, WHM, and kVAR

EMCP 4.2B GENERATOR PROTECTIVE RELAYING

Generator protective features provided by EMCP 4.2B

Generator phase sequence

Over/Under voltage (27/59)

Over/Under frequency (81 O/U)

Reverse Power (kW) (32)

Reverse Reactive Power (kVAR) (32RV)

Over current (50/51)

COOLING SYSTEM

Radiator package mounted; ambient capability 43Deg C

50% Coolant antifreeze with corrosion inhibitor

Drain lines; exterior.

Blower fan drive and fan guard(w/vertical discharge through enclosure)

Belt guards

Coolant level reservoir / sight gauge

Cooling drain line with valve

DISTRIBUTION PANEL

NEMA 1 steel enclosure with hinged lockable door

Power connection - ground

Separate control and load sections

Hinged load cover door with window that must be closed for main circuit breaker operation

Two 120 volt, 20 amp duplex receptacles with GFI

Two-wire start/stop connection terminals

Voltage selector switch located inside enclosure (LH)

ENCLOSURES

Rust resistant steel

Black stainless steel Padlockable latches on all doors.

Zinc die cast hinges/grab handles.

Doorkeepers on all doors.

Modular panel construction.

Single point lifting.

Sound attenuation

EXHAUST SYSTEM

Integral with flexible connector

AIR INLET SYSTEM

Air cleaner:

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EPG0624DS02-2

- Single medium duty element.
 - Dust cup and service indicator.
- ATAAC.

CHARGING SYSTEM

Charging alternator - 12V with integral regulator.
Belt guards.

FUEL SYSTEM

Fuel filter - replaceable element
3-way fuel valves - for external tank connection
UL142 Dual wall fuel tank base with 24-hour run time capacity at 75% of prime rating
Fuel priming pump
Fuel/water separator

GENERATORS AND GENERATOR ATTACHMENTS

Self-excited generator
Integrated Voltage Regulator (IVR)
Coastal insulation protection
CSA approval

LUBE SYSTEM

Oil cooler
Lubricating oil
Crankcase breather with collection assembly.
Oil filter (spin-on) and dipstick
Oil drain line plumbed to exterior with valve

MOUNTING SYSTEM

Generator set; soft mounted to base to reduce vibration and noise
Base contains bund to capture 110% of all fluids

STARTING SYSTEM

Battery rack and cables installed on base
Single electric starting motor; 12 volt
Single 12V Battery (Cat brand maintenance free)
Glow plugs fitted on engine
120V Engine block heater
Battery charger, 10A, 12VDC

GENERAL

Paint:
- Caterpillar Yellow on engine and generator
- Black on base, lift arch and radiator
- White on enclosure

TRAILER

Installed genset on trailer.
TECHNICAL: Leaf Spring suspension
Brakes: Electric
Hitch: Pintle or 2 5/16" ball
Bed dimensions: 134" (3404mm) x 53.5" (1359mm) x 18.7" (476mm) (L x W x H).

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Trailer Length 176.2
ST225/75R15 LRE
Electrical connection: 7-prong plug
Complies with Federal DOTs Federal Motor Vehicle
Safety Standards.
Label: National Association of Trailer Manufacturers

PROJECT MANAGEMENT SERVICES

Submittal drawings
{ Dimensional drawings
{ Electrical schematics
{ Product specifications
Prototype testing/Production testing
{ Operation and maintenance manual, Engine, generator

COMMENTS AND CLARIFICATIONS

Installation provided by others
Initial fuel fill not included
Unit subject to availability at time of order

NOTES

Ziegler limits the scope of supply for this quotation to the equipment and services listed.
Equipment not listed is assumed to be provided by others.
Ziegler cannot provide air emission permits for customers. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.
Orders are subject to re-stocking charges if cancelled after release for production.
Mechanical and electrical installation provided by others.
State and local permits for fire, air, fuel tanks or building permits are not included and provided by others.
Start-up labor is to be performed during normal business hours, Monday through Friday 7:30 am to 4:00 pm.
Training is to be performed at the end of start-up. Additional trips or delays required or requested due to contractor delay and/or issues with equipment not provided from Ziegler Power Systems will be billed at published field service rates.

Terms:

- Extension of contract beyond term must be at the mutual agreement of the parties.
- Ziegler Inc. shall not be liable for consequential damages or damages beyond our control.
- This quotation is subject to availability at time of order
- Customer is responsible for adequate site conditions and security.
- Customer is responsible for scheduled maintenance and fuel costs.
- Customer must provide adequate insurance to cover equipment damage or loss.
- Price(s) include state or local sales and/or use taxes.
- Quotation is valid for 30 days.

PROVISIONS OF THE CONTRACT AND WARRANTY

The prices quoted are current and are subject to change to those in effect at the time of shipment. Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Copies of the warranties applicable to this purchase are attached hereto, and the purchaser by signing this order acknowledges receipt of the Caterpillar warranties on Forms.

The Purchaser agrees to pay any and all taxes, assessments, licenses, and government charges of every kind and nature whatsoever upon said equipment which may be imposed or assessed against or resulting to the Seller on account of the possession or use of said equipment by Purchaser. All provisions hereof are

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contingent upon government restrictions, strikes, and accidents, delays of carrier and other delays unavoidable and beyond Seller's control.

It is intended and understood that title and ownership of said equipment is and shall remain vested in the Seller, notwithstanding delivery or possession, until the entire price is paid in full.

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, "Terms"). **Seller respectfully rejects any terms submitted by Purchaser not contained herein.** Purchaser may issue a purchase order or similar document for administrative purposes only, and any terms in any such document are rejected, not binding, and are of no force or effect.

1.ACCEPTANCE. All sales are subject to Seller's availability of Products. The prices quoted are subject to change to those in effect at the time of shipment. Seller may accept or reject this Agreement and will not be required to give any reason for rejection. For purposes hereof, "Agreement" means, collectively, page 1 attached hereto, the Bill of Material, and these Terms.

2.ORDER CANCELLATION. Purchaser may suspend or cancel any accepted order upon written approval from Seller, such approval not to be unreasonably withheld, conditioned, or delayed. If Purchaser cancels an accepted order, in whole or in part, Purchaser agrees to pay Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors) for all direct or indirect expenses incurred by Seller prior to receiving Purchaser's cancellation notice. In addition, a cancellation fee of 15% of the Total Price Package as identified on the first page shall be paid by Purchaser. For orders identified as Custom Orders on the first page, Purchaser will pay a cancellation fee equal to the Total Price Package.

3.PERMITS. Purchaser is responsible for obtaining any applicable federal, state or local permits, licenses, franchises, approvals, authorizations, registrations, certificates, and similar rights (collectively, "Permits") necessary for the ownership and operation of Products, including, but not limited to, fire, air, fuel tanks or building permits. Seller will not obtain or provide any Permits, including, but not limited to, air emission permits, for or on behalf of Purchaser.

4.EXCLUSIONS. Unless otherwise stated on page 1, Purchaser is responsible for: (1) adequate site conditions and security, (2) off-loading and placement of Products, including, but not limited to, rigging, crane, or other equipment for removal from delivery truck or placement on pad, (3) mechanical and electrical installation, (4) arc-flash study or similar engineering requirements, (5) scheduled maintenance and fuel costs, including initial fuel fill or fuel testing, (6) pad or enclosure, (7) removal or disposal of existing equipment, and (8) any and all other equipment or services not expressly listed on the Bill of Material attached hereto.

5.SERVICES. Unless otherwise stated on page 1, any Services will be performed during normal business hours of Seller, meaning Monday through Friday, 7:30am to 4:00pm. Additional trips or delays required or requested due to Purchaser delay or issues with services or equipment not provided from Seller will be billed at published field rates.

6.PAYMENT. Purchaser will pay Seller the compensation described on page 1, plus expenses as outlined in this Agreement. Unless specifically stated otherwise in this Agreement, payment terms are NET 20 from the date of invoice. Unless prohibited by law, failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Seller reserves the right to discontinue any or all Services, or terminate this Agreement in whole or in part, at Seller's discretion, upon Purchaser's failure to pay or comply with payment requirements. All undisputed amounts due under this Agreement will be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.CHANGES. Seller shall supply the Products and/or Services within the scope described in this Agreement. If changes are needed or additional Products and/or Services are requested by Purchaser, Seller and Purchaser will discuss the additional Products and/or Services, and the amount of Seller's compensation will be equitably adjusted. A verbal commitment or authorization by Purchaser to purchase Products and/or perform Services outside of the initial scope will be binding on Purchaser and will entitle Seller to additional compensation. Any Product orders and/or Services performed outside of the original scope at the direction of the Purchaser will be deemed to be included under this Agreement.

8.TAXES. Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products or Services, except as otherwise provided in Section 24.

9.FINANCING. If Purchaser finances Products, Seller's acceptance of this Agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser will sign any security agreement and financing statement required by such lender.

10.ADDITIONAL DOCUMENTATION. On Seller's reasonable request, Purchaser will, at its expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement or otherwise reasonably required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance for the Products sold and Services performed under this Agreement will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

11.SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this Agreement, or any document or instrument signed in connection with this Agreement, Purchaser hereby grants Seller a security interest in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 11 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser will sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

12.TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

13.SHIPMENT. Unless otherwise specified on page 1, Products will be shipped to Purchaser's address set forth on page 1 via carriers selected by Seller. Seller shall not be liable for any delays, loss or damage in transit.

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14. INDEMNIFICATION. Purchaser will indemnify Seller, and their respective officers, directors, partners, members, shareholders, employees, agents, affiliates, subsidiaries, successors, and permitted assigns, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Purchaser or its officers, directors, employees, or agents. Subject to the limitations set forth in this Agreement, Seller will indemnify Purchaser and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this agreement by Seller or its officers, directors, employees, or agents in the performance and furnishing of the services.

15. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this Agreement, Purchaser agrees, at its own expense, to have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this Agreement. On Seller's request, Purchaser will provide Seller with a Certificate of Insurance from Purchaser's insurer evidencing the coverages specified in this Section 15. Purchaser agrees to provide Seller with 10 business days' advance notice in the event of cancellation or a material change in any of its policies. Seller will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000 and \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Seller, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in items (a), (b) and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon written request, Seller will provide to Purchaser a Certificate of Insurance evidencing Seller's compliance with such insurance requirements. All such policies will be maintained in full force and effect during the term of this Agreement, and will not be permitted to lapse, or be canceled, altered or amended without prior written notice having been furnished to Purchaser.

16. BILL AND HOLD. If Purchaser requests to be billed prior to Delivery, in its determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 15. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. In this instance, Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

17. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS OR SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED \$500,000 OR THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

18. WARRANTY. New Products are subject to a warranty ("Warranty") as provided by the manufacturer, which will either be included in a written warranty statement with the Product or the manufacturer's standard warranty in force when the Product is delivered to Purchaser. The Warranty extends only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Warranty. Neither manufacturer nor Seller will be responsible for any other warranty. All used Products are sold "as is with all faults," and no warranty. Services performed by Seller are subject to Seller's Service Department Labor Warranty, as it exists from time to time, and available upon request.

19. WARRANTY LIMITATIONS. Notwithstanding the provisions of Section 18, a Warranty does not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this Agreement to the contrary, Seller's liability under any Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

20. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY AND SELLER'S SERVICE DEPARTMENT LABOR WARRANTY SET FORTH IN SECTION 18, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

21. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including, but not limited to, suppliers, manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Policy located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties v

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legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics or other tools, as applicable, may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this Agreement, Seller's Privacy Policy, and applicable manufacturers' statements.

22. INTELLECTUAL PROPERTY. All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property under this Agreement. If Purchaser acquires any Intellectual Property rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

23. CONFIDENTIALITY. Neither party shall disclose or otherwise make available to any other person or entity, or use other than in connection with performance of this Agreement, the contents of this Agreement or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulatory authorities. Information may be divulged to other parties upon prior written consent from the disclosing party.

24. INDEPENDENT CONTRACTOR. The parties agree that Purchaser and Seller will be independent contractors, and neither Seller nor its employees will be considered employees of Purchaser. It is understood and agreed that nothing herein is intended nor shall be construed to create an employer/employee, partnership, or joint venture relationship between Purchaser and Seller. Purchaser will not deduct from any payment to Seller hereunder any income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments and state income taxes relating to Seller's employees or its income are the responsibility of Seller. Purchaser agrees and acknowledges that neither it nor any of its employees, agents or representatives has any right or authorization, express or implied, to act for Seller or incur, assume or create any obligation, responsibility, or liability on behalf of Seller or make any representations or warranties concerning Seller, Products, or Services in the name of or on behalf of Seller or bind Seller in any manner whatsoever.

25. ENTIRE AGREEMENT; AMENDMENT. An order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. Purchaser may not revoke its purchase of Products. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this Agreement is effective unless it is in writing and signed by each party.

26. FORCE MAJEURE. Neither party will be liable to the other party, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond a party's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, insurrection, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on a party's ability to perform will absolve such party from any liability to the other party.

27. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party, provided that Seller may use subcontractors to perform portions of the Services at Seller's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

28. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified first-class mail, postage prepaid, or commercial overnight delivery service to the address listed above for the party to whom notice is to be given, and shall be effective upon delivery if hand-delivered, three (3) days after mailing, if mailed, or one (1) day after delivery to a commercial overnight delivery service.

29. WAIVER. No waiver of any provisions of this Agreement will be deemed a waiver of any other provisions, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

30. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated.

31. DISPUTES. Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this Agreement. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

32. UCC. All terms used but not defined in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC"), have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

33. COUNTERPARTS. This Agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement.

34. ELECTRONIC SIGNATURES. Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Replace Air Conditioning Unit at Southeast Area Lift Station					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-058 Authorizing Replacement of Air Conditioning Unit at Southeast Area Lift Station Capital Project #809,							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City of Waconia Lift Station requires the replacement and installation of a new air conditioning unit due to ongoing operational issues and structural concerns with the current unit. This replacement was programmed into the 2025 CIP as Project #809. The scope of work includes: • Removing and replacing the existing AC unit, which is currently unstable due to unlevel ground and at risk of tipping over. • Addressing persistent issues such as a leaking evaporator coil and rodent damage to electrical components. • Mounting the new AC unit to the building's exterior wall using brackets to: ◦ Prevent future rodent damage. ◦ Ensure proper leveling and eliminate risks associated with ground settling. • Install a new wall-mounted thermostat to improve temperature control and system efficiency. Nordic Mechanical, the City's HVAC contractor, has developed the following installation plan: • Safely remove the existing AC unit. • Install a new, properly sized AC unit. • Securely mount the unit using wall brackets. • Install and connect a new wall thermostat. • Ensure proper installation and testing of electrical and refrigerant connections. • Conduct a final system check to confirm proper operation. This upgrade will enhance system reliability, efficiency, and longevity, ensuring uninterrupted operation of the lift station. Nordic's total installed cost proposal is \$11,395. The City budgeted \$13,000 of cash from the sewer fund for this expense. Attachments: 1. Resolution No. 2025-058 Approving Air Conditioning Unit at Southeast Area Lift Station 2. Lift Station Air Conditioning Agreement with Nordic Mechanical							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			

Funding Sources & Uses:		
Capital Improvement Fund>Sewer Cash		
Budget Information:	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	
☒ Budgeted		
☐ Non Budgeted		
☐ Amendment Required		

**CITY OF WACONIA
RESOLUTION NO. 2025-058**

**RESOLUTION APPROVING CAPITAL PROJECT #809:
REPLACEMENT & INSTALLATION OF
NEW AIR CONDITIONING UNIT AT
SOUTHEAST AREA LIFT STATION**

WHEREAS, the existing air conditioning unit at the Southeast Area Lift Station has a history of operational issues and is due for replacement; and

WHEREAS, the City has programmed this replacement into the 2025 Capital Improvement Plan as Project #809; and

WHEREAS, the need for uninterrupted climate control at the Southeast Area Lift Station is necessary to ensure uninterrupted operation and system longevity; and

WHEREAS, Nordic Mechanical, the City's HVAC contractor, has provided a total installed cost proposal of \$11,395 for the removal and replacement of the unit; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waconia that the City Council approves the replacement and installation of the new unit at the Southeast Area Lift Station as outlined in the scope of work.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



January 16th, 2025

City of Waconia
26 Maple Street South
Waconia, MN 55387
Contact: Jackie Schulze
Email: jschulze@waconia.org

Re: Lift Station – Mini Split Replacement

Nordic Mechanical Services proposes to provide the labor and materials necessary to replace the 3-ton mini split system.

Installation Includes:

- 1 – Carrier 3-Ton Mini Split System
 - Ductless Fan Coil Unit
 - Heat Pump Condenser
- 1 – Wired Mini Split Thermostat
- Electrical Connection
- Piping Connection
- Startup and Testing
- Removal and Environmental Disposal of Existing System
- Installation Materials
- Labor and Installation

Total Installed Cost..... \$11,395.00

All work to be performed during normal business hours unless otherwise noted. If you have any questions or need further information, please contact Breanna with Nordic Services.

Thank You,

Breanna Engel

Authorized Signature Breanna Engel

Date 1/17/25

Acceptance Signature _____

Name (Please Print) TIM LITFIN, MAYOR

Date FEBRUARY 18, 2025

Fees may apply if the proposed work is cancelled for any reason.
Nordic Services 11965 Larc Industrial Blvd, Suite 600, Burnsville MN 55337 Phone (952) 894-5800 Fax (952) 894-5802 Email: Quotes@nordicservices.net



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Authorizing Approval of Sale or Disposal of Surplus Equipment					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-059 Authorizing Approval of Sale or Disposal of Surplus Equipment							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
City staff have reviewed inventory and items in storage at Public Services Facility. Staff is requesting this equipment be deemed surplus equipment and be sold or properly disposed of since the equipment cannot be used on the City's current fleet. 3 Buckets - 9/0 chain - Several bags of smaller tire chains 2 tire chain repair pliers - Miscellaneous connectors and parts for chain installation - Trimble Nomad - Trimble GEO - Kodak Digital Camera 4 EF Johnson Radios, Charges, Equipment (Model: 242-5172-810YH5) The City utilizes Jeff Martin Auctioneers, Inc. for the sale of these types of items along with general postings at City Hall. The equipment is listed at the lowest price the City will accept to be bid on the item. The equipment is sold to the highest bidder. Funds from the sale will be recognized in the General Fund - Streets (101) as reimbursement revenue. This equipment normally sells well at auction.							
Attachments:							
1. Resolution No. 2025-059 Approving Surplus Equipment and Sale							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
General Fund - Streets (101)							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
X Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-059**

RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE

WHEREAS, Public Services staff have identified equipment in storage that is no longer used because the equipment it was used for was traded or sold in previous years; and

WHEREAS, the list of surplus equipment includes the following:

- 3 Buckets - 9/0 chain
- Several bags of smaller tire chains
- 2 tire chain repair pliers
- Miscellaneous connectors and parts for chain installation
- Trimble Nomad
- Trimble GEO
- Kodak Digital Camera
- 4 EF Johnson Radios, Charges, Equipment (Model: 242-5172-810YH5)

WHEREAS, funds received for the equipment with saleable value will be recognized in the General Fund – Streets (101) reimbursement revenue; and

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

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

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Prepare Plans & Specifications and Authorize Advertisement for Bids - 2025 Storm Pond Cleaning					
Originating Department:		Public Services					
Presented by:		Jon Haukaas					
Previous Council Action (if any):		Resolution 2022-235; Approving Pond Survey & Testing of Storm Water Basins for Capital Maintenance & Improvement Planning Purposes					
Item Type (X only one):	Consent	☒	X	Regular Session	☐	Discussion Session	☐
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-060 Prepare Plans & Specification and Authorize Advertisement for Bids - 2025 Storm Pond Cleaning Project							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City conducts annual inspections of storm ponds as part of its overall Municipal Separate Storm Sewer System (MS4) program. One objective of that work is to check sediment accumulation levels in the various ponds throughout the City. Based on these annual inspections, a number of ponds are selected for further survey of volume reduction and testing of sediment. Eventually, the excess sediment must be removed and disposed of to return the pond to its proper function. Funds are identified annually in the storm water contracted services operational budget. Based on our most recent investigations, staff have determined the Province Creek Pond and the Mill Lane Ponds are reaching the level of sedimentation needed to conduct excavation and disposal work. Staff is requesting authorization to prepare plans and specifications for this work and advertise for bids to complete the project. Once received, this item will come back to the City Council for final approval of a contract. Attachments: 1. Resolution No. 2025-060 Authorizing Preparation of Plans and Specifications and Authorizing Advertisement for Bids 2025 Storm Pond Cleaning 2. 02-11-2025 Pond Cleaning Memo from Bolt & Menk 3. 2025 Storm Pond Cleaning Project Location Map							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: Stormwater Operations - Contracted Services							
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-060**

**RESOLUTION AUTHORIZING PREPARE PLANS AND SPECIFICATIONS AND
AUTHORIZING ADVERTISEMENT FOR BIDS OF THE 2025 STORM POND
CLEANING PROJECT**

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

WHEREAS, annually the City must inspect stormwater ponding areas to determine the level of sediment accumulation and plan for removal of excess sediment once the pond volume reduced by 40% or more; and

WHEREAS, the stormwater budget includes funds in it contracted services operational budget for this type of work; and

WHEREAS, staff have determined that this work is necessary on Province Creek Pond and Mill Pond.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby directs staff to prepare plans and specifications for the 2025 Pond Cleaning project and authorizes advertisement for bids for the project.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

February 11, 2025

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

RE: Pond Maintenance and Sediment Removal

Dear Mr. Haukaas,

The City authorized Bolton & Menk to perform bathymetric surveys and sediment sampling on five stormwater basins in 2023 and three basins in 2024 to determine the need for maintenance and sediment removal. Based on the surveys and sampling performed in 2023, the City authorized maintenance/cleaning on the Sudhiemer Industrial Park wetland located north of CSAH 10 and west of Hwy 284. The remaining basins are listed in the following table, along with a tabulation of sediment accumulation.

Pond Name	Area (sf)	Sediment Accumulation (cy)	Design Pond Volume (cy)	% Full*
2023				
Ford Dealer - 1	10,503	359	1,084	33.1%
Ford Dealer - 2	24,701	1,199	2,083	57.6%
Provence Creek	30,730	1,230	3,145	39.1%
Sterling Fields	8,806	238	806	29.5%
2024				
Cherry Drive	18,295	8	106	7.1%
Mill Lane	16,051	31	76	40.0%
Goldfinch Drive	98,860	101	495	20.4%

* Per MPCA guidance and permitting, ponds should have sediment removed to restore design efficiency when the permanent volume below the outlet has been reduced by 50% or more.

Sediment sampling performed indicated all sediment can be reused without any restrictions from all basins, except for the Provence Creek Pond. The sediment from the northeastern third of Provence Creek Pond will need to be placed in an industrial location or underneath an impervious surface (e.g. parking lot).

Recommendations

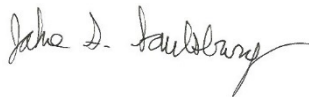
Based on the bathymetric surveys, the Provence Creek Pond and Mill Lane Pond should be considered for sediment removal and restoration. The Ford Dealership Ponds should also be considered for sediment removal. However, they are in the treatment sequence between the 801 Highway 284 property (the former UFC site) and the 10th Street Regional Pond. Therefore, it is recommended to wait with cleaning these ponds until the former UFC site is developed and the large amount of aggregate surfacing on this property has been removed.

It is recommended to proceed to final design as well as authorize soliciting contractor pricing for the Provence Creek Pond and the Mill Lane Pond. The material from the Provence Creek Pond will need to be stockpiled at the City's storage site on 94th Street until arrangements can be made to dispose of it at an allowable location as part of another project.

Please contact me if you wish to further discuss these recommendations or this proposed project.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read "Jake S. Saulsbury", written in a cursive style.

Jake S. Saulsbury, P.E.

Principal Engineer

2025 Storm Pond Cleaning Project – Location Map





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Prepare Plans & Specifications and Authorize Advertisement for Bids - Bent Creek Culvert Lining Project					
Originating Department:		Public Services					
Presented by:		Jon Haukaas					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Approve Resolution No. 2025-061 Approving the Preparation of Plans & Specification and Authorizing Advertisement for Bids - Bent Creek Culvert Lining							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Major storm sewer lines were evaluated as part of the 2022 Infrastructure Rehabilitation Project due to the planned mill and overlay work on Oak Avenue to the south of Hwy 5. These storm sewer lines all convey the water in Bent Creek, have diameters of 60 inches to 72 inches, and are located under Oak Avenue south of TH5 and also under Sparrow Lane just west of Oak Avenue. In 2022 it was determined to line these culverts rather than complete full replacement. The process includes diverting the existing storm flow, cleaning of the existing line, and then lining the pipe with an appropriately sized cured-in-place pipe liner. This approach is more cost-effective and avoids the need to completely close roadways necessary for full replacement. The design for this project commenced in 2022 for possible construction in 2023. The cost estimate completed as part of the design exceeded the budgeted amount for this project. This project was then shelved for budget adjustments to be made. This project is included on the current Capital Improvement Plan as a 2025 project with a budget of \$500,000. The tree removals needed for this work to occur have already been completed by City staff. The preferred construction schedule is to complete during low flow times, which typically is in the fall or early winter. Staff is requesting approval to prepare plans and specifications for the project and for authorization to solicit bids for the project. After receipt and review of the bids, this project will be presented to the City Council for approval of the bids and award of a contract to complete the work.							
Attachments:							
1. Resolution No. 2025-061 Authorizing Prepare Plans and Specifications and Authorizing Advertisement for Bids Bent Creek Culvert Lining 2. 02-004-2025 Culvert Lining Recommendation from Bolton & Menk							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Stormwater Fund							
Budget Information:				Planning Commission			
☒ Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-061**

**RESOLUTION AUTHORIZING PREPARE PLANS AND SPECIFICATIONS
AND AUTHORIZING ADVERTISEMENT FOR BIDS OF THE
BENT CREEK CULVERT LINING PROJECT**

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

WHEREAS, in 2022 culverts under Oak Avenue were evaluated for replacement and a determination was made that the proper rehabilitation technique would be to install a liner to seal the deteriorating surface of the culverts; and

WHEREAS, Bent Creek flows through these culverts and through a culvert under Sparrow Lane which was seen to exhibit the same deterioration and needs; and

WHEREAS, the 2025 Capital Investment Plan for the Stormwater Fund includes funds for the lining of the three identified culverts.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby directs staff to prepare plans and specifications for the Bent Creke Culvert Lining project and authorizes advertisement for bids for the project.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



February 4, 2025

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

RE: Culvert Lining

Dear Mr. Haukaas:

Pursuant to your request, this letter outlines the background and recommended next steps to complete a project to rehabilitate major storm sewer lines under Oak Avenue and Sparrow Road.

Background Information:

Major storm sewer lines were evaluated as part of the 2022 Infrastructure Rehabilitation Project due to the planned mill and overlay work on Oak Avenue to the south of Hwy 5. These storm sewer lines all convey the water in Bent Creek, have diameters of 60 inches to 72 inches, and are located as shown below:



In 2022 it was determined to line these culverts rather than complete full replacement. The process includes diverting the existing storm flow, cleaning of the existing line, and then lining the pipe with an appropriately sized cured-in-place pipe liner. This approach is more cost-effective and avoids the need to completely close roadways necessary for full replacement. The design for this project commenced in 2022 for possible construction in 2023. The cost estimate completed as part of the design exceeded the budgeted amount for this project. This project was then shelved for budget adjustments to be made. This project is included on the current Capital Improvement Plan as a 2025 project with a budget of \$500,000.

The tree removals needed for this work to occur have already been completed by City staff. The preferred construction schedule is to complete during low flow times, which typically is in the fall or early winter.

Recommendations:

The earlier recommendation to line these culverts still stands. As such, the following are recommended at this time:

- Authorize the completion of the final design and the preparation of plans and specifications.
- Authorize advertising for bids in order to identify the contractor and the low bid amount.

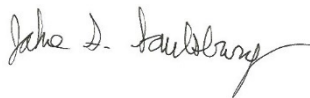
If the above are authorized, the tentative project schedule would then be as follows:

- March/April 2025 Complete the final design & the preparation of plans and specifications
- April/May 2025 Advertise the project and open bids
- May/June 2025 Award a construction contract at a City Council meeting
- Summer 2025 Complete submittals/contracts/insurance
- Fall/Winter 2025 Construction

Please feel free to contact me if you have any questions or if you require any additional information.

Sincerely,

Bolton & Menk, Inc.



Jake S. Saulsbury, P.E.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Authorize Agreement with AET for Testing services on the 2025 Downtown Reconstruction Project Phase 3					
Originating Department:		Public Services					
Presented by:		Jon Haukaas					
Previous Council Action (if any):		Resolution No. 2024-039 Ordering Improvements & Preparation of Plans					
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-062 Authorizing Agreement for Testing Services with American Engineering Testing, Inc. for the 2025 Downtown Reconstruction Project Phase 3							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
In preparation for the 2025 Downtown Reconstruction Project Phase 3, staff solicited pricing to provide testing materials during construction of the project. Tests to be performed include soil proctors, utility trench compactions, sand and aggregate gradations, concrete and bituminous mix verifications, concrete strength analysis, and others as needed to successfully monitor the project. In the event that poor or contaminated soils are encountered that additional fees may be incurred. The results of that solicitation is as follows: • American Engineering Testing \$24,000 • Haugo Geotechnical Services \$28,490 We have reviewed the proposals and recommend approval of the American Engineering Testing, Inc. proposal in the amount of \$24,000. Attachments: 1. Resolution No. 2025-062 Authorizing Agreement for Services with American Engineering and Testing 2. 02-07-2025 American Testing Materials Quote							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
PIR							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-062**

**RESOLUTION AUTHORIZING APPROVAL OF AGREEMENT FOR SERVICES
WITH AMERICAN ENGINEERING TESTING, INC. FOR THE
2025 DOWNTOWN RECONSTRUCTION PROJECT PHASE 3**

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

WHEREAS, it is desirable for the city to contract directly with a third party for verification of materials testing during construction of the project including soil proctors, utility trench compactions, sand and aggregate gradations, concrete and bituminous mix verifications, concrete strength analysis, and others necessary for successful completion of the project; and

WHEREAS, staff and the consulting city engineer have received and reviewed the two quotes for this work from local reputable firms; and

WHEREAS, staff is recommending acceptance of the proposal from American Engineering Testing, Inc. in the amount of \$24,000 for the standard tests plus additional services in the event poor soil conditions are encountered with the project; and

WHEREAS, upon approval, the Public Services Director may execute the acknowledgement and agreement for services document with American Engineering Testing, Inc.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the agreement for services with American Engineering Testing, Inc. for the 2025 Downtown Phase 3 Reconstruction Project.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

February 7, 2025

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

**RE: Downtown Reconstruction Phase 3 Project
Materials Testing Award**

Dear Mr. Haukaas:

The City Council previously authorized the Feasibility Study for the Downtown Reconstruction Phase 3 project. Pricing was solicited to provide materials testing during construction of the project. Tests to be performed include soil proctors, utility trench compactions, sand and aggregate gradations, concrete and bituminous mix verifications, concrete strength analysis, and others noted in the proposal document. The results of that solicitation is as follows:

- American Engineering Testing \$24,000
- Haugo Geotechnical Services \$28,490

We have reviewed the proposals and recommend approval of the American Engineering Testing, Inc. proposal in the amount of **\$24,000**. A copy of that proposal is attached. Please note that if poor or contaminated soils are encountered that additional fees may be incurred. If acceptable, please sign and return a copy of this proposal.

Please contact me if you have any questions or concerns regarding this geotechnical work or this proposed project.

Sincerely,

Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.

January 20, 2025

City of Waconia
201 South Vine Street
Waconia, MN 55387



c/o Bolten & Menk, Inc.
2638 Shadow Lane, Suite 200
Chaska, MN 55318

Attn: Shane Fineran – Owner Representative
sfineran@waconia.org

Ryan Johnson – BMI Representative
Ryan.johnson@bolton-menk.com

RE: Special Inspection and Construction Testing Services Proposal
Waconia Downtown Phase 3
125 S. Olive Street
Waconia, MN
AET Proposal No. P-0040133

Dear Mr. Fineran and Mr. Johnson:

American Engineering Testing, Inc. (AET) is pleased to offer Special Inspection and Construction Testing Services to the City of Waconia c/o Bolton and Menk Inc. (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to your recent email request, dated January 14, 2025 and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by Haugo GeoTechnical Services (HGTS). The results were presented in their Report of Geotechnical Exploration Report, dated July 23, 2024 (HGTS Project/Report No. 21-0538). In the report, the site soil profile is generalized as varying thickness of fill and/or buried topsoil underlain predominantly by clayey glacial till soils. Refer to that report for more details regarding site conditions and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be reconstruction of utilities and pavements in Phase 3. Including 1st Street, 2nd Street and Olive Street.



AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Civil Plans, Draft undated

PROJECT APPROACH

For this project, Jesse Mohler will be AET's contact. He can be reached at 303-585-1982 (mobile) or 651-523-1276 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on discussions with Ryan Johnson with Bolton and Menk Inc., and our review of the available plans and specifications, our anticipated scope of services is outlined below. AET will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative.

Excavation Observations and Soil Testing

During placement of fill in the pavement excavations, and utility trench excavations, AET personnel will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Subgrade/Base Test-Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed on an on-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.



After placement of the Class 5 aggregate base, AET personnel will test the compaction of these materials using the nuclear density gauge method, or by performing DCP testing. The nuclear density gauge test results will be compared to the Standard Proctor maximum dry density.

Concrete Testing

AET personnel will perform testing of concrete on an on-call basis when requested by the contractor. These services will be performed at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, AET personnel will remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, AET personnel will also cast test cylinders for compressive strength testing. Typical project specifications require that one set of cylinders be cast for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Bituminous Observations and Testing

When placement of the bituminous base and wear layers begins, AET personnel will make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. AET personnel will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Assist in establishing a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.



- Obtain samples of the bituminous for laboratory testing.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and our conversations with Ryan Johnson from Bolton and Menk Inc. Our estimated total cost will be \$23,994.00. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost. **We reserve the right to review our estimate after reviewing the final project structural plans and project specifications.**

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be



advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

A handwritten signature in blue ink, appearing to read 'Jesse Mohler'.

Jesse A. Mohler
Engineer II / Project Manager
Phone: 651.523.1276
Email: jmohler@teamAET.com

Reviewed By:

A handwritten signature in blue ink, appearing to read 'Andrew Schmid'.

Andrew T. Schmid, P.E.
Principal Engineer
Phone: 651.523.1274
Email: aschmid@teamAET.com

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0040133

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____



INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

PROJECT TESTING SERVICES FEE SCHEDULE
Waconia Downtown Phase 3
125 S. Olive Street
Waconia, MN 55387
AET PROPOSAL No. P-0040133



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Compaction Testing			
Soil Density Testing - Technician II for soil compaction testing and reporting (assumes 7 trips to the jobsite).	21 Hour	\$120.00	\$2,520.00
MnDOT Soil Density Testing - Technician II for soil compaction testing and reporting (assumes 7 trips to the jobsite).	21 Hour	\$120.00	\$2,520.00
Personal or company vehicle mileage.	1120 Mile	\$1.35	\$1,512.00
Nuclear Density Test	42 Test	\$44.00	\$1,848.00
ASTM D698 Standard Proctor	3 Test	\$195.00	\$585.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	3 Test	\$142.00	\$426.00
Section Subtotal:			\$9,411.00
Subgrade/Base Proof Roll Observations & Testing			
Proof Roll Observations - Engineer I for observations, consultation and reporting (assumes 1 trip to the jobsite).	3 Hour	\$170.00	\$510.00
Proof Roll Observations - Senior Technician for observations, consultation and reporting (assumes 1 trip to the jobsite).	3 Hour	\$140.00	\$420.00
Personal or company vehicle mileage.	160 Mile	\$1.35	\$216.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Test	\$142.00	\$284.00
Section Subtotal:			\$1,430.00
Concrete Testing			
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes 5 trips to the jobsite).	15 Hour	\$105.00	\$1,575.00
MnDOT Concrete Testing - Technician II for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes 5 trips to the jobsite).	15 Hour	\$120.00	\$1,800.00
Personal or company vehicle mileage.	800 Mile	\$1.35	\$1,080.00
Sample Pickup - service from jobsite.	10 Each	Quote	\$0.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	50 Test	\$44.00	\$2,200.00
Section Subtotal:			\$6,655.00
Bituminous Observations & Testing			
Bituminous Density Testing - Technician II for nuclear density testing of bituminous without roll pattern observation (assumes 2 trips to the jobsite).	6 Hour	\$120.00	\$720.00
Personal or company vehicle mileage.	160 Mile	\$1.35	\$216.00
Nuclear Density Gauge Rental - Daily	2 Day	\$80.00	\$160.00
Gyratory Mix Properties (MnDOT Suite of Tests) of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 Test	\$656.00	\$1,312.00
Section Subtotal:			\$2,408.00
Project Management & Coordination			
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	20 Hour	\$200.00	\$4,000.00
Project Administrator for report preparation, review, invoicing.	1 Hour	\$90.00	\$90.00
Special Consultation - Principal Engineer for special consultation and report review.	0 Hour	\$280.00	\$0.00
Special Consultation - Senior Engineer for special consultation and report review.	0 Hour	\$230.00	\$0.00
Section Subtotal:			\$4,090.00
ESTIMATED SALES BUDGET			\$23,994.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 – Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES

2.1 – Client will furnish AET safe and legal site access to the site.

2.2 – Client acknowledges that in the normal course of its Services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.**

2.4 – **Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.**

SECTION 3 - SAFETY

3.1 – Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

SECTION 4 - SAMPLES

4.1 – Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 – Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET’s office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of the service and in the same geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After seven (7) days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Carver County CDA Growth Partnership Initiative Grant					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-063 Approving Grant Application							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Annually the Carver County CDA opens an application window for cities to submit for up to \$100,000 in community development grant funds to support development, redevelopment, and/or housing projects within communities through their Community Growth Partnership Initiative program. The city has been successful in leveraging these funds in the past for 2 separate projects totaling \$150,000 in awarded funds. In 2025, with the construction of Well #9 to be completed, the City will be able to abandon Wells #1 & #2 and Water Treatment Plant #2 on the site of the old fire station located at 26 S Maple Street. With the relocation of the fire station in 2024 this building is no longer needed for municipal purposes. In order for this site to be marketable and utilized by a user other than for a municipal purposes the wells need to be abandoned and sealed. This limitation on the use of the property is due to the well locations and prohibitions in well head protection statutes and rules. Grant funds can be utilized by cities to support clearance and demolition expenses related to redevelopment as well as necessary public improvements such as utilities. With no imminent private development or redevelopment that is on the near horizon for fund expenditure in 2025, staff is recommending that we pursue these grant funds to support redevelopment of this site within the downtown commercial core. Later this year the City Council will discuss the various approaches to redevelopment of this site and desired uses.							
Attachments:							
1. Resolution No. 2025-063 Approving Carver County Community Growth Partnership Grant Application 2. 2025 Community Development Grant Application							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses: CIP>Water Cash							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-063**

**RESOLUTION APPROVING CARVER COUNTY CDA COMMUNITY GROWTH
PARTNERSHIP INITIATIVE GRANT APPLICATION**

WHEREAS, the City of Waconia has identified a proposed project within the city that meets the Carver County Community Development Agency (CDA) Community Growth Partnership Initiative Grant Program’s purpose and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and

WHEREAS, the City has identified a project that will create living wage jobs; and

WHEREAS, the City has the capacity and capability to ensure the proposed project will be completed and administered within the Community Growth Partnership Initiative predevelopment program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA’s mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of Waconia approves the application for funding from the Carver County CDA Community Growth Partnership Initiative Grant program.

BE IT FURTHER RESOLVED that if the application is approved by the Carver County CDA, the City Administrator, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)
COMMUNITY DEVELOPMENT APPLICATION**

I. APPLICANT INFORMATION

Applicant	Organization: Contact Name: Address: Phone Number: Email: Authorized representative for execution of contract(s): Name: Title:
Project Request	Name of Project: Amount of funding request: \$ Total environmental costs: \$ Total redevelopment costs: \$

II. AREA OR SITE CONDITIONS

General location of Area (Property ID and/or Address):	
Legal Description of Site:	
Site Size (acres):	
Number of Parcels:	
Number of buildings on site:	
Current Site Owner:	
Current appraised or assessed value of the Project Area properties:	
Current property taxes of the Project Area properties	



III. COMMUNITY DEVELOPMENT PROJECT INFORMATION

Describe the city's goals and need for the Project including anticipated businesses, housing units, and other proposed components. Please explain the public benefit of the Project.	
Provide a brief history of the site including previous uses, activities, prior or existing contamination, and other attempts at redevelopment.	
Describe the Project including location map, photos, and current and projected site plans. Maps should include property boundaries, north arrow, and an accurate bar scale.	
Describe the specific components or activities that are part of the Project.	
What is the end use of the Project site?	
After redevelopment is completed, will properties in the Plan Area be publicly or privately owned?	☐ Publicly owned ☐ Privately owned
Is demolition of slum or blighted buildings or other structures an activity of the Project?	☐ Yes ☐ No
If Yes, please describe.	
Describe how the Project will make more efficient use of the site.	
Post-redevelopment Site Owner(s): <u>If end user has committed, attach documentation of commitment.</u>	
Identify any other Project partners such as developers, consultants, and regulating/permitting agencies.	

The CDA reserves the right to seek additional information after initial review of the application.



CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)
COMMUNITY DEVELOPMENT APPLICATION

IV. ELIGIBLE ACTIVITIES

Please check all activities that apply, briefly describe the activity, and provide the dollar amount requested for the activity. Please see the “**Community Growth Partnership Initiative Policy and Procedures Guide**” for a description of the eligible activities.

<u>Eligible Activity</u>		<u>Description</u>	<u>CGPI Funding Requested</u>
☐	Acquisition		
☐	Relocation Payments		
☐	Clearance and Demolition		
☐	Historic Preservation		
☐	Public Improvements		
☐	Soil Corrections		
☐	Rehabilitation/Expansion New Const – Job Creation		

V. ACQUISITION AND RELOCATION ACTIVITIES

If the project includes property acquisition, clearance and/or construction activities, describe how owners, tenants, and businesses will be temporarily or permanently relocated.	
When has/will the acquisition be completed?	
Attach relocation plan, if applicable.	

VI. PROJECT ENVIRONMENTAL INFORMATION

Has an environmental assessment been completed for the Redevelopment Project?	☐ Yes ☐ No
If so, what level of investigation was done as part of the Redevelopment Project?	
Has the Redevelopment Project site been found or suspected to be contaminated?	☐ Yes ☐ No

The CDA reserves the right to seek additional information after initial review of the application.



**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)
COMMUNITY DEVELOPMENT APPLICATION**

Does your Redevelopment Project include the cleanup of contaminated soils, hazardous waste, or materials?	☐ Yes ☐ No
If yes, please describe information on type of cleanup, what measures have been taken to address the contamination, consultant reports, and/or Response Action Plan.	
Describe positive environmental impacts of the activities that are part of the Project.	

VII. HOUSING AFFORDABILITY INFORMATION

Indicate the number of housing units planned in the Project, if any. *Attach separate sheets if necessary.*

Unit Type	Total # of Units	# of Owner Units	# of Rental Units	Proposed Rents/ Sales Prices
Single Family				
Townhouse				
Apartments/Condominiums				
Duplexes				
Other:				

Will there be any mechanisms to ensure long-term affordability?

☐ Yes

☐ No

If yes, please describe.

The CDA reserves the right to seek additional information after initial review of the application.



VIII. ECONOMIC BENEFITS

Projected appraised or assessed value of the site after redevelopment:	\$ Pay Year:
What will be the estimated property taxes after redevelopment?	\$ Pay Year:
Project the number of <u>new</u> jobs on the Project site created after redevelopment.	Total new jobs (FTEs only) =
Number of new jobs with wages greater than \$17.00 per hour	
Project the number of jobs <u>retained</u> on the Project site after redevelopment.	Total retained jobs (FTEs only) =
Number of retained jobs with wages greater than \$17.00 per hour	

IX. PROJECT SOURCES AND USES

Itemize all funding sources for the Project and the Activities identified as part of the Project. Please include requested CGPI funds in total.

Source of Funds	Amount	Committed	Pending
	\$	☐	☐
	\$	☐	☐
	\$	☐	☐
	\$	☐	☐
	\$	☐	☐
	\$	☐	☐
	\$	☐	☐
	\$	☐	☐
Total:	\$		

The CDA reserves the right to seek additional information after initial review of the application.



**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)
COMMUNITY DEVELOPMENT APPLICATION**

Itemize all Project expenses for the Project and the Activities identified as part of the Project. Be as detailed as possible. Please include requested CGPI funds in the Funding Sources column.

Project Activities/Expenses	Amount	Funding Source
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total:	\$	

List other sources of funds requested or considered but not obtained for the Project, and explain why they were not obtained, to the best of your knowledge. (The purpose of this question is to ensure all other funding sources have been exhausted.)

X. PROJECT READINESS TO PROCEED

Project with all actions, phases, and anticipated dates for completion.	
or have been completed for the Project:	
☐ Comprehensive plan amendment: Status:	☐ Environmental review: Status:
☐ Zoning amendments or variances: Status:	☐ Market or feasibility study: Status:
Funding will not be completed in 12 months, please explain why. (NOTE: The CGPI program requires all CGPI-funded activities to be completed within an 18-month period.)	

The CDA reserves the right to seek additional information after initial review of the application.

REQUIRED RESOLUTION

The application must be approved by the respective City/Township council via resolution that includes the Required Resolution Provisions (sample resolution is attached to application/ below).

SAMPLE RESOLUTION

WHEREAS, the City or Township of _____ has identified a proposed project within the City or Township that meets the Carver County Community Development Agency's (CDA) Community Growth Partnership Initiative Grant Program's purpose and criteria; and

WHEREAS, the City or Township has established a Redevelopment Plan of which the proposed project is a component; and OR WHEREAS, the City or Township has identified a project that will create living wage jobs; and

WHEREAS, the City or Township has the capability and capacity to ensure the proposed project will be completed and administered within the guidelines of the Community Growth Partnership Initiative Program; and

WHEREAS, the City or Township has the legal authority to apply for financial assistance; and

WHEREAS, the City or Township supports the development of affordable housing and of the CDA's mission to improve the lives of Carver County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City or Township of _____ approves the application for funding from the Carver County Community Development Agency's Community Growth Partnership Initiative Grant Program.

BE IT FURTHER RESOLVED that if the Carver County Community Development Agency approves its application, the [insert authorized official's name] , the [insert authorized official's title] , is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Accepting Cash Donation for Holiday Lighting					
Originating Department:		Finance					
Presented by:		Nicole Meyer					
Previous Council Action (if any):							
Item Type (X only one):	Consent	☒ X	Regular Session	☐	Discussion Session	☐	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-064 Accepting Cash Donation for Holiday Lighting							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City received the following donations for holiday lighting enhancements for the downtown area: • Waconia Lion's Club - \$5,000 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the street light utility fund 2025 budget. Offsetting expenditures for the enhanced lighting were expensed as part of the 2024 actual expenditures. Attachments: 1. Resolution No. 2025-064 Accepting Cash Donation for Holiday Lighting							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Street Light Utility Fund (668)							
Budget Information:				Planning Commission			
☒ X Budgeted				Parks and Recreation Board			
☐ Non Budgeted				Safari Island Advisory Board			
☐ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-064**

RESOLUTION ACCEPTING CASH DONATION FOR HOLIDAY LIGHTING

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>
Waconia Lion's Club	Cash	\$5,000

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 street light utility fund for enhancement of the City's holiday lights.

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 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Authorize Hire for Customer Support Specialist					
Originating Department:		Administration					
Presented by:		Jackie Schulze					
Previous Council Action (if any):		December 16, 2024: Authorize Recruitment for Customer Support Specialist					
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-065 Approving Hire for Customer Support Specialist							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Recent staff promotions, including Jen Friesen to the HR/Communications Coordinator Position to start the year, and Jessica Fasching to Finance Clerk in September of this 2024, created a gap at City Hall in terms of administrative support and customer service. As part of the 2025 budget, a new Customer Support Specialist position was created to address this gap. This position's primary focus will be City Hall customer service, but will also include music and movie in the park programming, room scheduling/rentals, park board minutes, back-up to licensing, elections assistance, permitting assistance, etc. The City Council authorized recruitment for this position in December, and the City received 77 applications. Following two rounds of interviews, City staff recommend hiring Brenda Jurek for this role. Brenda is currently employed with Carver County as an Elections & Licensing Specialist and has also worked in a customer support role for the County, as well. Brenda will start at Step 2 on the Customer Support Specialist pay scale, which is \$27.84 per hour. She will accrue PTO at the standard rate for new hires and will start with a 60 hour PTO bank, similar to recent hires with similar experiences. Her start date is scheduled to be on March 3, 2025.							
Attachments:							
1. Resolution No. 2025-065 Authorizing Customer Support Specialist Hire							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:				Personnel Committee: Recommend			
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-065**

**RESOLUTION AUTHORIZING
CUSTOMER SUPPORT SPECIALIST HIRE**

WHEREAS, the City currently has a vacancy in the Customer Support Specialist position;
and

WHEREAS, the City recently completed a recruitment process for this position; and

WHEREAS, staff recommend the appointment of Brenda Jurek to this position;

WHEREAS, Brenda will start at Step 2 on Grade 3 pay scale, accrue PTO at the standard rate, and with a bank of 60 PTO hours; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia authorizes the hire of Brenda Jurek, effective March 3, 2025.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Special Event Permit for Tour de Tonka					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-066 Approving Special Event Permit for Tour de Tonka							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Zach Mink, on behalf of \Minnetonka Community Education has submitted a special event permit application for the Tour de Tonka bicycle race on August 2, 2025, from 7:30 a.m. to 4:00 p.m. This is a recurring event held in the community. The applicants have utilized the preferred through town route as advised by the City's Special Event Policy. Organizers anticipate 650 riders to utilize portions of Waconia Parkway South and CSAH 10 through the community and no streets are proposed to be closed. The Waconia Ice Arena has also been reserved and paid for to be utilized as a rest stop along the routes, so a portion of Oak Avenue will also be utilized. Staff have reviewed the permit application and recommend approval of the permit. Attachments: 1. Resolution No. 2025-066 Approving Special Event Permit and Noise Permit for Tour de Tonka Bicycle Event 2. Special Event Permit Application 3. Tour de Tonka 100 Mile Route 4. Tour de Tonka, City of Waconia Route							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-066**

**RESOLUTION APPROVING SPECIAL EVENT PERMIT AND
NOISE PERMIT FOR TOUR DE TONKA BICYCLE EVENT**

WHEREAS, the City of Waconia has received permit application for a special event to occur on municipal streets submitted by Zach Mink with the Minnetonka Community Education; and

WHEREAS, the Tour de Tonka bicycle event will be held on August 2, 2025 from 7:30 a.m. to 4:00 p.m.; and

WHEREAS, municipal property to be used include portions of Waconia Parkway South, Oak Avenue; and

WHEREAS, amplified sound will be utilized outdoors during the event; and

WHEREAS, portions of CSAH 10 are also proposed to be used and permission shall be coordinated and granted by Carver County; and

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

WHEREAS, any law enforcement services needed for the event shall be at the sole expense of the event organizers and through off-duty contract; and

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

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

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

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

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

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

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

Section 2. REQUIRED LICENSE INFORMATION – complete every question				
A. Information about who is completing and submitting this application				
1. First Name Zach		2. Last Name Mink		
3. Primary Telephone Number 952-401-6842	4. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	5. Alternate Phone Number 952-401-5043	6. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	
7. Email Address zachary.mink@minnetonkaschools.org				
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other Office Assist. to Exec. Director		
B. Information about primary point of contact for this license during licensed activity (if different than above) THIS PERSON MUST BE ON SITE DURING THE EVENT				
10. First Name Zach		11. Last Name Mink		
12. Primary Telephone Number 952-401-6800	13. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other	14. Alternate Phone Number 424-212-3401	15. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	
16. Email Address zachary.mink@minnetonkaschools.org		17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other Office Assist. to Exec. Director		
C. Mailing Address Information				
18. Name of organization or individual to whom correspondence should be sent about this permit Minnetonka Community Education, Attn: Zach Mink				
19. Email Address zachary.mink@minnetonkaschools.org				
20. Mailing Address 4584 Vine Hill Road	21. City Excelsior	22. State MN	23. Zip Code 55331	
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email				
D. License Holder Information				
Provide information about who this license will be issued to				
25. Entity license will be issued to Minnetonka Community Education Center				
26. Business Federal Tax ID Number/Tax Exempt Number 41-6001402		27. Business State Tax ID Number 8004544		
28. Business Address 4584 Vine Hill Rd.	29. City Excelsior	30. State MN	31. Zip Code 55331	
Section 3. Event Information – attach additional sheets as needed for any questions				
A. Event Basics				
32. Name of Event Tour de Tonka				
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 8/2/2025				
34. Time of Event 7:30am-4:00pm Across all routes		35. Set up start time and clean up finish time 7:30am-2:00pm in Waconia		

36. Location of Event –Street Address Various, see attached maps.	37. City N/A (Multiple)	38. State MN	39. Zip Code N/A (Multiple)
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i>			
See attached map. Riders enter/exit Waconia Eastbound with a rest stop in the City.			
41. Is your event in a City park? ☐ Yes ☒ No If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? ☒ Yes ☐ No			
43. Estimated Number of Attendees- 2,500 Total/650 in Waconia	44. Are tickets being sold? ☒ Yes ☐ No		
45. What is the admission charge, if any \$39-\$95 depending on mileage and rider age.	46. Purpose of event proceeds (if applicable) Admin costs, ICA Food Shelf fundraising, Early Childhood Ed. programming		
47. Describe how attendance will be monitored and limited if necessary Event registration is tracked daily, and compared with ride timelines over the last 9 years. As rider trends are identified and we move through different pricing tiers, we have the ability to track and predict action needed (if any) to address route capacity. The riders passing through Waconia are also qualified through a timing check point back in Delano. This helps control the flow of participants to ensure they are able to sustain a decent pace.			
48. Describe any entertainment being provided There will be light entertainment (DJ) at the Waconia Ice Arena, which also serves as a rest stop for the participants.			

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

Snacks and hydration will be served inside the Ice Arena. Nothing will be cooked on-site.
We have a permit for the facilities rental, #R4139.

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

Route safety is a combined and extensive effort of event staff, volunteers, route captains, and local law enforcement partners. Basic assistance and transportation can be provided by event SAG vehicles. Otherwise, incidents are reported back to Event Headquarters. Riders are instructed to call 911 for emergencies.

Mass communication to all participants and stakeholders can be sent at any time (text/call) through our automated system.

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

51. Will you be providing additional trash receptacles?

☐

Yes

Company providing this service:

Number of receptacles:

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

☒

No

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

Trash disposal is part of facilities agreement.

52. Will you be providing toilets and wash stations?

☐

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒

No

Explain how these needs will be met for event attendees:

Restrooms part of facilities agreement.

B. Information about Amplified Sound

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

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

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

The DJ will be stationed at the Ice Arena; very secluded and removed from nearby neighborhoods. The entertainment is family/community friendly and only there to enhance the atmosphere... not to "give a staged performance."

C. Information about any public right of way closures

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

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

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

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

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

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

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

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

- ☐ Yes
 - ☐ No
- If yes, you must notify all businesses at least 14-days in advance of the closure.

D. Information about any alcohol as part of the event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ Yes

☐ No

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

67. Fireworks Display as Part of the event?

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

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

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

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

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

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

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

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

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

Signature of Applicant Zachary Mink Date 1/29/2025

100-Mile Route
Starts @ Clear
Springs Elementary
and Finishes @ MHS

- TDT is NOT a race, it is a ride.
Ride safe and respectfully.
- TDT helmet stickers and wristband must be worn at all times.



August 2
7:00 a.m. Start

RS-1
Orono
7:15 – 9:45 a.m.

100-mile Cutoff @ 30 miles, 10:00 am onto County Road 16. They will now ride 58 miles.

At Cty. Rd. 6 & Cty Rd. 17/30
All 100 & 58-milers turn right
and go to Delano

Finish at MHS

**Start at
Clear Springs
Elem. on 101**

100-mile Tour de Tonka ride begins at Clear Springs Elementary (CS) and ends at Minnetonka High School (MHS)

Ride Headquarters – (952) 401-6800
* route is subject to change

Rest Stops

RS-1 Trinity Lutheran Church
(13.5-mile mark)

RS-2 Delano Central Park
(29.3-mile mark)

RS-3 **Winsted Baseball Field**
(48-mile mark)

RS-4 Waconia –
Brook Peterson
Park Ice Arena
(75-mile mark)

RS-5 Chaska – Pioneer Park
(88.7-mile Mark)

TDT HQ – 952-401-6800
Emergency – Call 911

Clear Springs Elem. Starting Note:

1. Be in the parking lot by 5:45 a.m.
2. Be in the bike corral by 6:30 a.m.
3. Announcements at 6:50 a.m.
4. The 100-mile bike rides begin at 7:00 a.m.

Route: _____

Cutoff Route:

Mile Marker:

County Road #:

RS-5
Chaska
10:30 a.m.- 3:30 p.m.

2025 Tour de Tonka – City of Waconia

Riders enter and exit Waconia on a one-way Southeastern route.

While they do have an optional rest stop, once they leave this area they do not return.





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Special Event Permit The Frunge					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-067 Approving Special Event Permit The Frunge							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
On February 3, 2025, Healing Hearts Connection submitted a Special Event Permit application for their annual Frunge event scheduled for March 1, 2025. Organizers expect approximately 100 plungers and spectators. The plunge location will be on the ice adjacent to Lola's Lakehouse.							
<u>Attachments:</u> 1. Resolution No. 2025-067 Approving Special Event Permit and Noise Permit for the Frunge Event 2. Special Event Permit Application The Frunge 3. Temporary Structure Permit Application The Frunge							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-067**

**RESOLUTION APPROVING SPECIAL EVENT PERMIT AND TEMPORARY NOISE
PERMIT FOR THE FRUNGE EVENT SPONSORED BY
HEALING HEARTS CONNECTION**

WHEREAS, the City of Waconia has received a permit application for a special event to occur on municipal streets submitted by Mariah Kroschel and the Healing Hearts Connections; and

WHEREAS, the Frunge event will occur on March 1, 2025, from 9:30 a.m. to 1:00 p.m. with amplified sound utilized for music and announcements that exceed the City's noise restrictions; and

WHEREAS, amplified sound will be utilized outdoors during the event; and

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

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

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

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

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

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

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

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

Section 2. REQUIRED LICENSE INFORMATION – complete every question				
A. Information about who is completing and submitting this application				
1. First Name Mariah		2. Last Name Kroschel		
3. Primary Telephone Number 651-395-8177	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number N/A	6. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other	
7. Email Address mariah@healingheartconnection.com				
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other <u>Operation Systems Manager</u>		
B. Information about primary point of contact for this license during licensed activity (if different than above) THIS PERSON MUST BE ON SITE DURING THE EVENT				
10. First Name Jessica		11. Last Name Moujournos		
12. Primary Telephone Number 773-807-3324	13. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number N/A	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other	
16. Email Address jessica@healingheartconnection.com		17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☒ Other <u>Executive Director</u>		
C. Mailing Address Information				
18. Name of organization or individual to whom correspondence should be sent about this permit Healing Hearts Connection				
19. Email Address mariah@healingheartconnection.com				
20. Mailing Address PO Box 623	21. City Moose Lake	22. State MN	23. Zip Code 55767	
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email				
D. License Holder Information				
Provide information about who this license will be issued to				
25. Entity license will be issued to Healing Hearts Connection.com				
26. Business Federal Tax ID Number/Tax Exempt Number 41-1998855		27. Business State Tax ID Number 41-1998855		
28. Business Address 20000 176th St NW	29. City Big Lake	30. State MN	31. Zip Code 55309	
Section 3. Event Information – attach additional sheets as needed for any questions				
A. Event Basics				
32. Name of Event The Frunge				
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> March 1, 2025				
34. Time of Event Check-in 9:30am		35. Set up start time and clean up finish time Set up: 2/28/25 10am. Finish: 3/1/25 1pm		

36. Location of Event –Street Address 318 E Lake Street	37. City Waconia	38. State MN	39. Zip Code 55387
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) ***A detailed diagram of the site plan is also required to be submitted Winter outdoor plunge event			
41. Is your event in a City park? ☐ Yes ☒ No If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? ☒ Yes ☐ No			
43. Estimated Number of Attendees- 100	44. Are tickets being sold? ☐ Yes ☐ No		
45. What is the admission charge, if any N/A	46. Purpose of event proceeds (if applicable) Charity fundraiser		
47. Describe how attendance will be monitored and limited if necessary Limited number of registrations sold			
48. Describe any entertainment being provided None			

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

Food and beverage sold independently by Lola's Lakehouse

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

Waconia fire department on site in case of emergency

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

51. Will you be providing additional trash receptacles?

☐

Yes

Company providing this service:

Number of receptacles:

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

☒

No

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

Trash will be hauled away in personal trailer

52. Will you be providing toilets and wash stations?

☐

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒

No

Explain how these needs will be met for event attendees:

Lola's Lakehouse facilities

B. Information about Amplified Sound

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

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

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

Main event is less than two hours outdoors, only amplified sound is a mega phone

C. Information about any public right of way closures

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

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

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

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

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

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

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

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

- ☐ Yes
- ☐ No
- If yes, you must notify all businesses at least 14-days in advance of the closure.

D. Information about any alcohol as part of the event

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

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

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

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

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

Patrons will purchase beverages from Lola's Lakehouse

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

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

N/A

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

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

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

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

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

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

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

Lola's Lakehouse

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

N/A

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

Lola's Lakehouse

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

Liquor will be dispensed by Lola's Lakehouse, only indoors

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

☐ Yes

☒ No

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

67. Fireworks Display as Part of the event?

☐ Yes

☒ No

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

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

☒ Yes

☐ No

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

Ultimate Events: Length - 49, Width - 20, Height - 8. Square Footage - 980

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

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

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

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

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

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

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

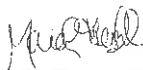
Mariah Kroschel

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

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

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

Signature of Applicant



Date

1/29/25

Temporary Structures Permit Application Tents, Canopies, & Membrane Structures

Building Permit Routed to Metro West	Building Permit #



Date	March 1, 2025
Site Address	318 E Lake Street, Waconia, MN
PID #	

Noise Ordinance In Effect:
Monday – Friday:
 Before 7:00 a.m. & after 10:00 p.m.
Saturdays/Holidays:
 Before 9:00 a.m. & after 10:00 p.m.
Sundays:
 Before 10:00 a.m. & after 10:00 p.m.

City of Waconia
 201 South Vine Street
 Waconia, MN 55387
 Phone: 952-442-2184
 Fax: 952-442-2135
 www.waconia.org

Property Owner Information

Name	
Company	Lola's Lakehouse
Address	318 E Lake Street
City/State	Waconia, MN
Zip/Postal Code	55397
Phone	952-442-4954
Email	

Applicant Contact Information

Name	Mariah Kroschel
Company	Healing Hearts Connection
Address	PO Box 623
City/State	Moose Lake, MN
Zip/Postal Code	55767
Phone	651-395-8177
Email	mariah@healingheartsconnection.com

Permit Required: A permit is required for the public use or the use in public places of tents and membrane structures having an area over 400 square feet, and canopies in excess of 600 square feet, or when heat sources, cooking equipment, spark/ember producing processes or open flame are contained within or near the tent, canopy, or structure.

Number of Structures: 1 Material Type of Structure: Aluminum, Is it flame resistant? YES NO

Type of Structure(s):

- ☒ Tent
☐ Membrane Structure
☐ Canopy

Dimensions/Size of Structure(s):

Length: 49, Width: 20, Height: 8

Size of Structure(s) (in Sq. Ft.): 980

Structure Installation Date: 2/28/25 Structure Removal Date: 3/1/25

Applicant must attach a drawing with this application. Drawing must include the following information for review (additional information may be required):

- 1) Drawing of proposed structure with dimensions (length, width, height),
- 2) Explanation of material type of structure,
- 3) Location of all fire extinguishers,
- 4) Location of ingress (entrance) and egress (exit) of structure(s),

Please also include any other detailed notes applicable for the proposed structure that will be helpful for permit review purposes and as required by Waconia City Code Section 710, Subd. 10, A. subpart 5. City Code Section as referenced, is attached with this application for your review.

Final Inspection Required! The Applicant must schedule a final inspection with the Building Inspector and the City Fire Chief after the structure has been erected. Failure to do so may result in a fine.

- ✓ Metro West Inspection Services (Building Inspector) 763-479-1720
- ✓ City of Waconia Fire Chief 952-442-2316

Applicant Signature: Mariah Kroschel

Date: 1/29/25

Printed Name: Mariah Kroschel

Signature is of:

☐

Owner

☐

Architect

☐

Lic. Bldg. Contr.

Other:

Office Use Only Below This Line

Inspector Approval		Date:		Time:	
City Approval		Date:		Time:	

Paid:	
Date:	
Receipt:	
By:	

Subd. 10 Permits.

Section 105 of the 2003 Minnesota State Fire Code pertaining to permits is hereby amended by adding the following provisions:

- A. Permit required. No person shall engage in any activity, operation, practice or function listed below without first having obtained a permit from the fire chief or his representative:
1. Installation, modification, changing and/or removal of all fire protection systems.
 2. Installation and removal of underground or above ground tanks for the storage or use of flammable or combustible liquids, or gas or any hazardous material.
 3. Spray booths or spray areas involving spraying or dipping operations utilizing flammable or combustible liquids. Spray booths involving the application of powders by powder spray guns, electrostatic powder spray guns, fluidized beds, or electrostatic fluidized beds.
 4. Refinishing and resurfacing operations utilizing flammable and combustible liquids.
 5. Tents, canopies, and temporary membrane structures. A permit is required for the public use or the use in public places of tents and membrane structures having an area over 400 square feet, and canopies in excess of 600 square feet, or when heat sources, cooking equipment, spark/ember producing processes or open flame are contained within or near the tent, canopy, or structure.
 6. Carnivals, fairs, and other special events open to the public.
 7. Smoke removal systems as required by the fire code.
 8. Storage of explosives, black powder, and blasting agents.
 9. Application for the use of explosives require a permit initially made with the City of Waconia.

- a. Exception: Police and Fire Departments are not required to apply for a permit.

10. Sale of fireworks, fireworks displays and pyrotechnic special effects material.

- B. The fees for such permits shall be in an amount as established by the City Council by resolution or ordinance.

Subd. 11 Appeals.

Section 108 of the 2003 Minnesota State Fire Code is hereby deleted in its entirety and is replaced to read as follows:

1. Whenever the code official shall disapprove or refuse to grant a permit, or issue an order or notice as provided in the Minnesota State Fire Code, or when it is claimed that the Minnesota State Fire Code has been wrongly applied or interpreted, the aggrieved person may appeal the decision of the code official as provided in this section.
2. The aggrieved person must first request the code official to reconsider his decision. The request to reconsider must be made within ten (10) days from the date of the code official's initial decision and must submit in writing the reasons for the request for reconsideration.

A person aggrieved by the final decision of the code official may appeal the decision to the Board of Appeals. The appeal must be in writing and made within ten (10) days of the date of the final decision of the code official.

A person aggrieved by the decision of the Board of Appeals may appeal to the state fire marshal in accordance with Minnesota Statutes Section 299F.011, Subdivision 5.

All requests and appeals specified in this section shall be made in writing. An aggrieved party who does not appeal within the time limits specified shall be deemed to have waived his right to appeal and shall be bound by the latest decision in the appeal process.

Subd. 12 Fire or Barbeques on Balconies or Patios.

Section 307.5 of the 2003 Minnesota Fire Code is hereby deleted in its entirety and is replaced to read as follows:

12/01/95
 09/08/98 Ord 490 Add Section 710.16
 04/18/05 Ord 561, Amend 710.02 Fire Code
 10/06/08 Ord 605, Delete 710.20 D, Related to Unnessary Noise
 (See Chapter 740)
 11/30/09 Ord 625, Amend 710.15 and 710.16 Farm Animals and non-domestic animals



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		On-Sale Temporary Liquor License Waconia Brewing Company					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-068 Approving Temporary On-Sale Liquor License, Waconia Brewing Company, May 30 and May 31, 2025							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The City has received an application for a temporary on-sale liquor license from Waconia Brewing Company to sell liquor for the Don't Worry Be Hoppy 5K, 10K, and Family Fun Run on May 31, 2025 Sales and consumption of liquor will be limited to the roped off area in the parking lot on Friday, May 30 and Saturday May 31, 2025. Applicant will have metal partitions erected to contain the area where alcohol will be served. Applicant will provide additional staff to monitor outside area. Attachments: 1. Resolution No. 2025-068 Approving Temporary On-Sale Liquor License Application Waconia Brewing Company							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-068**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION WACONIA BREWING COMPANY**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Brewing Company for the Don't Worry Be Hoppy 5K, 10K and Family Fun Run Event at 255 West Main Street, Waconia, Minnesota, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the roped off area in the parking lot, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Waconia Brewing from May 30 through May 31, 2025, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Temporary On-Sale Liquor License for Waconia Lions Club					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-069 Approve Temporary On-Sale Liquor License for Waconia Lions Club							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from Waconia Lions Club for a Wild Game Feed event to be held on April 26, 2025. Sale and consumption of alcoholic beverages will be limited to the Waconia Fair Grounds Beer Building located at 501 West 3rd Street in Waconia . Staff recommends approval of this request.							
Attachments:							
1. Resolution No. 2025-069 Approving Temporary On-Sale Liquor License Application Lions Club							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2024-069**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Lions Club for an event to held on April 26, 2025 at the Waconia Fair Grounds Beer Building located at 501 West 3rd Steet, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the beer garden and grand stand of the Carver County Fairgrounds.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Waconia Lions Club April 26, 2025, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, City Clerk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Temporary On-Sale Liquor Licenses for the Waconia Lions Club					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):	Consent	X	Regular Session		Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-070 Approving Temporary On-Sale Liquor License for Waconia Lions Club							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Office of City Administrator received an application for a temporary on-sale liquor license from the Waconia Lions Club for the Waconia Rodeo, an event to be held on May 30 thru June 1, 2025 at the Waconia Fairgrounds. Sale and consumption of alcoholic beverages for the event will be limited to the Waconia Fairgrounds. Staff recommends approval of this request.							
Attachments:							
1. Resolution No. 2025-070 Approving Temporary On-Sale Liquor License Application Lions Club							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information:				Planning Commission			
_____ Budgeted				Parks and Recreation Board			
_____ Non Budgeted				Safari Island Advisory Board			
_____ Amendment Required				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-070**

**RESOLUTION APPROVING TEMPORARY ON-SALE
LIQUOR LICENSE APPLICATION**

WHEREAS, An application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Waconia Lions Club for an event to be held May 30 thru June 1, 2025 at the Waconia Fairgrounds located at 501 3rd Street West, Waconia, MN, and

WHEREAS, Sale and consumption of alcoholic beverages will be limited to the Waconia Fairgrounds, located at 501 3rd Street West, Waconia, MN, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Waconia Lions Club for May 30 thru June 1, 2025, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and local requirements.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Application to Conduct Off-Site Gambling					
Originating Department:		Administration					
Presented by:		Sue Schwalbe					
Previous Council Action (if any):							
Item Type (X only one):		Consent	X	Regular Session		Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-071 Approving Application to Conduct Off-Site Gambling for Waconia Lions							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
The Waconia Lions Club have submitted an application to conduct off-site gambling at the Carver County Fairgrounds, 501 West Third Street, Waconia on April 26, 2025.							
Attachments:							
1. Resolution No. 2025-071 Approving Application to Conduct Off-Site Gambling Waconia Lions Club							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			
Funding Sources & Uses:							
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			

**CITY OF WACONIA
RESOLUTION NO. 2025-071**

**RESOLUTION APPROVING APPLICATION TO
CONDUCT OFF-SITE GAMBLING WACONIA LIONS CLUB**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an application to Conduct Off-Site Gambling from the Waconia Lions Club; and,

WHEREAS, The Waconia Lions Club has requested this application in order to conduct a Raffle, at the Carver County Fairgrounds, 501 West Third Street, Waconia, Minnesota on Saturday, April 26, 2025, as stated on the application for said exemption; and,

WHEREAS, The City Council of the City of Waconia has no objection to the said application. the City Council will have the opportunity to review quotes upon receipt; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes this Resolution to be included with the permit application to the Department of Gaming, Gambling Control Division, State of Minnesota.

Adopted by the City Council of the City of Waconia this 18th day of February 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 18, 2025
Item Name:	Approve Purchase of Replacement Skidsteer and Accessories - Capital Equipment Project No. 27
Originating Department:	Public Services
Presented by:	Jon Haukaas
Previous Council Action (if any):	Adopt Resolution No. 2024-262 Authorizing Staff to Solicit Pricing for 2025 Capital Projects and Equipment Acquisitions

Item Type (X only one):	Consent	X	Regular Session		Discussion Session	
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

Adopt Resolution No. 2025-072 Authorizing Acquisition of Replacement Skidsteer Unit #180, CIP No. 27

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

The Capital Investment Plan identified the replacement of a skid steer Unit #180 and select attachments in 2025 at an estimated cost of \$92,000 as project #27. This unit is utilized across all departments and year round in grounds maintenance, street repairs, and snow removal activities. In addition to the unit replacement staff recommend the purchase of accessories including a snowblower, truck loading chute, counterweights, snow tires, and a wing plow.

Mechanic staff coordinated the opportunity to demo units the last year for the replacement of Unit #179. We are recommending to purchase a similar unit with additional accessory attachments.

Ziegler CAT offered State Cooperative Purchasing pricing on the Caterpillar 272D3.

272D3 Skid Steer loader	\$84,253.12
-------------------------	-------------

Bobcat A770 Trade-In	(\$45,000.00)
----------------------	---------------

Cat snowblower SR32, HF XPS	\$10,092.19
-----------------------------	-------------

Truck loading Chute	\$ 4,357.97
---------------------	-------------

<u>External counterweights</u>	<u>\$ 3,113.56</u>
--------------------------------	--------------------

Sub-Total	\$ 56,816.84
-----------	--------------

Winter tires and Rims	\$ 1,835.04	Pomps Tire Service
-----------------------	-------------	--------------------

<u>Total for the Project is</u>	<u>\$ 58,651.88</u>
---------------------------------	---------------------

An additional box plow is necessary as a future purchase for winter operations. Staff is still researching vendors for the appropriate unit and will bring this back to the City Council for final approval at a later date.

Staff is recommending approval.

Attachments: 1. Resolution No. 2025-075 Authorizing Acquisition of Replacement SkidSteer Unit #180 2. Ziegler Skidsteer Loader Quote 3. Pomps Snow Tires Quote		
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Capital Equipment Cash		ADVISORY BOARD RECOMMENDATIONS:
Budget Information: ☒ Budgeted ☐ Non Budgeted ☐ Amendment Required	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	

**CITY OF WACONIA
RESOLUTION NO. 2025-075**

**RESOLUTION AUTHORIZING ACQUISITION OF
REPLACEMENT SKIDSTEER UNIT #180
CAPITAL IMPROVEMENT PROJECT NO. 27**

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

WHEREAS, the Capital Investment Plan Project #27 identified the replacement of skid steer unit #180 with select attachments; and

WHEREAS, projects approved as part of the 2025 budget were finalized and compiled for final approval by the City Council as funding is available in 2025 in the amount of \$92,000; and

WHEREAS, the city staff have solicited quotes from the vendors which have this equipment listed on the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, staff are recommending the replacement unit to be a Caterpillar 272D3 unit with snow tires and wing plow accessories.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the acquisition of equipment from Ziegler CAT and Pomp’s Tire Service.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

Ziegler Inc.



223877-01

Nov 04, 2024

CITY OF WACONIA
ATTN ACCOUNTS PAYABLE
201 S VINE ST
WACONIA, MN 55387-1337

City of Waconia,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: (1) NEW - 272D3 Skid Steer Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Corey Knuppel
Territory Manager

Caterpillar Model: 272D3-CL Skid Steer Loaders

Standard Equipment

POWERTRAIN

Cat C3.8 turbo aftercooled diesel engine
-Gross horsepower per SAE J1349
98 hp (73 kW) @ 2400 RPM
-Electric fuel priming pump
-Air inlet heater starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil
Filter, cartridge type, hydraulic

HYDRAULICS

Controls:
Electro/hydraulic implement control

ELECTRICAL

12 volt electrical system
100 ampere alternator
Ignition key start / stop / aux switch
Lights:
-LED work lights (2 front, 2 rear)

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Air inlet heater activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: DEF level, fuel level, hour meter and tachometer
Storage compartment with netting
Adjustable vinyl seat
Ergonomic contoured armrest

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Coupler, mechanical
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat tough guard hose

Filters, canister type, fuel and water separator
Radiator / hydraulic oil cooler (side-by-side)
Spring applied, hydraulically released, parking brakes
Hydrostatic transmission
Four wheel chain drive

Electro/hydraulic hydrostatic transmission control

-Gauge backlighting
-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

Adjustable joystick controls
Control interlock system, when operator leaves seat or armrest raised :
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system with 50 user code capability
FOPS, Level I
Top and rear Windows
Floormat
Interior rear view mirror
12V Electric socket
Horn
Hand (dial) throttle electronic

Support, lift arm
Cast rear bumper
Ventilated rear door with integrated sealing

Heavy duty flat faced quick disconnects with integrated pressure release
Split D-ring to route work tool hoses along side of left lift arm
Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
597-4539	272D3 SKID STEER LOADER	\$80,630.00
	Available for AM-N, Chile, Puerto Rico, Australia & New Zealand.	
	Available for Europe, Turkey, Israel and South Korea.	
	LANE 2 - AVAILABLE FROM CAMPO LARGO FACTORY	
	LANE 2 - AVAILABLE FROM CAMPO LARGO FACTORY.	
	LANE 3 - AVAILABLE FROM CAMPO LARGO FACTORY	
	LANE 3 - AVAILABLE FROM CAMPO LARGO FACTORY.	
	Meets EU Stage V and U.S. EPA Tier 4 Final emission standards	
356-6082	REAR LIGHTS	\$0.00
542-6994	SEAT BELT, 2"	\$0.00
331-2490	TIRES, 14/17.5 CAT 14PR	\$3,420.00
563-1163	CERTIFICATION ARR, P65	\$0.00
512-4282	INSTRUCTIONS, ANSI, USA	\$0.00
345-3556	HEATER, ENGINE COOLANT, 120V	\$260.00
568-5612	BATTERY,EXTRA HEAVY DUTY, DISC	\$272.00
512-3490	RIDE CONTROL, NONE	\$0.00
435-9238	FILM, SELF LEVEL, ANSI	\$0.00
512-3401	QUICK COUPLER, HYDRAULIC	\$1,320.00
573-8121	PRODUCT LINK, CELLULAR PL641	\$622.00
588-9097	CAB PACKAGE, ULTRA	\$21,170.00
539-8061	DOOR, CAB, POLYCARBONATE	\$284.00
	TOTAL LIST PRICE	\$107,978.00
	TOTAL CORPORATE DISCOUNT (30.7% OF LIST)	(\$33,149.25)
	TOTAL CONFIGURED PRICE	\$74,828.75
0P-9003	LANE 3 ORDER	\$0.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
0P-0210	PACK, DOMESTIC TRUCK	\$0.00
0P-2266	SHIPPING/STORAGE PROTECTION	\$274.00
	TOTAL NET ITEMS	\$274.00
	272-60 MO/1500 HR PREMIER	\$2,240.00
	PARTS KIT ONLY CVA - 1000 HR / 500 HOUR INTERVALS	\$776.33
571-6876	KIT, WATER TANK, 44 US GAL	\$2,389.00
279-5377	BUCKET-GP, 80", BOCE	\$1,535.04
CCE-AD13	RIDE CONTROL D3 SERIES	\$2,210.00
	TOTAL POST FACTORY ITEMS	\$9,150.37
	TOTAL MACHINE SELL PRICE	\$84,253.12

SELL PRICE	\$84,253.12
EXT WARRANTY	Included
CVA	Included
TRADE BOBCAT A770 (SN: AT5J12687)	(\$45,000.00)
NET BALANCE DUE	\$39,253.12
BALANCE	\$39,253.12

DESCRIPTION

SR321

546-4504 SNOW BLOWER, SR321, HF XPS	\$12,847.00
-23%	\$9,892.19
PDI:	\$200.00
Total:	\$10,092.19

599-0316 KIT, SNOW, TRUCK LOADING CHUTE	\$3,889
546-4522 KIT, SNOW, PERFORMANCE	\$472
Subtotal	\$4,361.00
-23%	\$3,357.97
PDI:	\$1000.00
Total:	\$4,357.97

External Counterweights (Parts Counter Sale)
\$1,556.78 (set of 4)/machine - \$3,113.56 for two machines

GAURANTEED BUYBACK
3 Years or Under/1000 Hours - \$56,000
5 Years or Under/1500 Hours - \$50,000

WARRANTY

Standard Warranty:	2 Year / 2,000 Hour Standard Warranty
Extended Warranty:	272-60 MO/1500 HR PREMIER
CSA	Parts Kit Only CVA - 1000 hr / 500 hour intervals

F.O.B/TERMS: MINNEAPOLIS



POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
P.O. BOX 88697
MILWAUKEE, WI 53288-8697
CREDIT DEPT. 800-536-2940

ESTIMATE #	803164
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POMP'S TIRE-ST. CLOUD SOUTH
4021 ROOSEVELT RD

ST. CLOUD, MN 56301

320/257-2977

*** REMIT TO ***
** P O BOX 88697 **
** MILWAUKEE, WI **
** 53288-8697 **

PAGE: 1

CUSTOMER: CITY OF WACONIA
310 10TH ST
1010404
WACONIA, MN

55387

SHIP TO: CITY OF WACONIA
310 10TH ST
WACONIA, MN

55387

CREATED BY JDS
BUSINESS: 952/442-2184 0
SALESMAN: DANIEL LIBBESMEIER
ESTIMATE DATE: 01/30/25

TERMS: 1 PMT DUE 10TH OF MON AFTR INV

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
19.5X6.75 2H 8ON8 CREAM SKIDST W W1956752H		4	173.33		693.32
245/70R19.5 BDR-W (BDW) CC 284BDWS		4	220.47		881.88
245/70R19.5 CASING		4	25.00		100.00
MED TRK MOUNT LOOSE-SHOP TMS		4.00	28.00		112.00
MED TRK BRASS VALVE STEM TVALV		4	10.00		40.00
COMMERCIAL SHOP/SERVICE SUPPLIES SUPL			7.84		7.84
MERCHANDISE:					1715.20
LABOR:					112.00
OTHER:					7.84
ESTIMATE TOTAL:					1835.04

***** Valid for 30 days *****



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 18, 2025
Item Name:	Accepting the City of Waconia Water System Study, dated February 11, 2025
Originating Department:	Public Services
Presented by:	Jon Haukaas
Previous Council Action (if any):	Resolution No. 2024-182 Authorizing Water System Study & Water Model Update

Item Type (X only one):	☐ Consent	☐	☐ Regular Session	☒ X	☐ Discussion Session	☐
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

Adopt Resolution No. 2025-072 Receiving the City of Waconia 2025 Water System Study

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

The City's consulting City Engineer and the team at Bolton & Menk, Inc. have prepared the attached Water System Study to assist with the planning a implementation of future water system improvements to support the ongoing growth of Waconia. Staff provided a presentation and information to the City Council detailing this work at its Work Session in January.

The report provides an evaluation of the city's water supply sources, treatment, storage, and capacity. The study then goes on to show the projected water supply and treatment demand as well as proposed improvements and estimated costs to meet that need. The overall recommendations are:

1. Initiate the design of a new water treatment facility with the goal to be operational in 2028.
2. Initiate final design, siting, and construction of 3 new water supply wells to be operational in the next two years.
3. Develop a reasonable System Development Charge to equitably distribute the costs for system expansion to the new developments driving the need.
4. Submit applications to the Public Facilities Authority (PFA) Project Priority List and Intended Use plan to be eligible for low interest funding through the Drinking Water Revolving Loan Fund.
5. Continue to monitor growth and maintain existing infrastructure responsibly.

Representatives from our consulting engineer team will be available to assist in answering any additional questions.

Due to the file size, only the report without appendices is attached. The full report with appendices is posted on the City website.

Attachments:

1. [Resolution No. 2025-072 Accepting the 2025 Water System Study](#)
2. [02-11-2025 Water Study Cover Letter](#)
3. [02-11-2025 Water System Study Final Report](#)

<i>FINANCIAL IMPLICATIONS:</i>	<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses:		
Water Operating - Engineering Services		
Budget Information:	Planning Commission	
☒ Budgeted	Parks and Recreation Board	
☐ Non Budgeted	Safari Island Advisory Board	
☐ Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2025-072**

RESOLUTION ACCEPTING THE 2025 WATER SYSTEM STUDY

WHEREAS, the City of Waconia has identified future growth areas beyond the existing city limits for future development as part of the 2040 Comprehensive Plan; and

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

WHEREAS, the City Council directed the city’s consultant engineer, Bolton & Menk, to complete an update to the City’s Water System Study to better define and understand the impact of development, capacities, and infrastructure necessary to support development; and

WHEREAS, this report has been completed and reviewed by the City Council at the January 6, 2025, Work Session.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby accepts the 2025 Water System Study as guidance for future water supply needs.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

February 11, 2025

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

RE: Water System Study

Honorable Mayor and City Council Members:

Pursuant to your request we have prepared a study to assist with the planning and implementation of water system improvements. The attached report includes an evaluation of water source, treatment, capacity, and storage. The report also contains data on projected water demand, drinking water quality, proposed improvements, and estimated costs. The recommendations as a result of this study include the following:

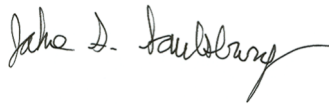
- Initiate the design of a new water treatment facility
 - Due to the length of time needed to design, bid, construct, and order the necessary equipment, the soonest a new facility could be online is 2028.
 - A site for the facility also needs to be identified and obtained which may delay things.
- Initiate the design of 3 new wells
 - The siting and preliminary design for at least 2 of these new wells is underway.
 - Final design and construction to get additional wells online is needed within the next 2 to 3 years.
- Develop a reasonable System Development Charge based on the data provided in this study, the East Area Development Study, and recently submitted preliminary development applications.
- Complete the replacement of existing aging equipment in a timely manner in order to meet peak day demands.
- Continue to monitor the rate of growth and the water demand to determine the ultimate timing of longer-term improvements.

Additionally, it is recommended to apply for Public Facilities Authority (PFA) financing for the water treatment facility project through the PFA's Drinking Water Revolving Fund (DWRF). This requires an application for placement on the PFA's Project Priority List (PPL) and the Intended Use Plan (IUP). This step does not commit the City to anything, but it will allow for the City to obtain a low interest loan through the DWRF program if the project scores high enough. Placement on the PPL lasts for 5 years. An application to be placed on the IUP needs to be submitted annually.

I am available to discuss this report and these recommendations at your convenience.

Respectfully Submitted,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read "Jake S. Saulsbury", with a stylized flourish at the end.

Jake S. Saulsbury, P.E.

Cc: Seth Peterson, Bolton & Menk

Enclosure

Water System Study

City of Waconia, Minnesota

OC1.132700

February 11, 2025



Real People. Real Solutions.

Submitted by:

Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509

Certification

Water System Study

For

City of Waconia, Minnesota

OC1.132700

February 2025

PROFESSIONAL ENGINEER

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

Signature:  _____

Typed or Printed Name: Seth A. Peterson

Date: 2/11/2025 License Number: 26468

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Appendix A: Existing Water System Map
Appendix B: Proposed Water System Map
Appendix C: Water Modeling Results
Appendix D: 2023 Consumer Confidence Report
Appendix E: National Primary Drinking Water Standards

I. INTRODUCTION

A. Purpose

The City of Waconia has engaged Bolton & Menk to evaluate their water supply and treatment options through the typical 20-year design period which is assumed to be 2045.

This drinking water system study will provide the City of Waconia with necessary information about their existing water supply, storage, and treatment. The City of Waconia can use information gathered here to establish priorities, plan, fund, and implement future water system improvements in anticipation of future city growth. Specifically, this report will look at the city's current and projected future supply, demand, treatment, distribution, and storage. Additionally, this report will review the current and potential future drinking water standards and evaluate options that the city can use to continue to meet those standards. Overall, this report will provide a roadmap of how the city has provided safe drinking water to its customers and how it can continue to do so in the future.

B. Report Organization

This report is structured in seven sections to adequately address the existing water system and future needs. Section I is this Introduction; Section II describes historical water usage and provides information on design conditions; Section III analyzes current water system capacity in relation to future demands; Section IV presents a summary of current drinking water quality in relation to relevant regulations; Section V presents an evaluation of various treatment alternatives to meet drinking water standards and future capacity requirements; Section VI discusses the cost options for each alternative; and Section VII presents recommendations and funding options for the alternatives discussed.

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II. DESIGN CONDITIONS

The development of future water demands is based on several factors including population trends, future population projections, water usage trends, water quality, and water system capacity. These factors are reviewed in the following subsections to develop and estimate future water requirements. Historical city documents and records provided the primary data for this evaluation, with supplemental information provided by the Metropolitan Council (Met Council).

A. Population Analysis

Population projections for the City of Waconia were developed using projections provided by the Metropolitan Council. Historical populations for Waconia were provided by the Minnesota State Demography Center. The historical and projected populations are summarized in Table 2.1 and shown graphically in Figure 2.1.

Table 2.1 - Population Projections			
Year	Population	Year	Population
2000	6,814	2032	21,280
2010	10,697	2033	21,620
2015	11,752	2034	21,960
2020	13,033	2035	22,300
2021	13,297	2036	22,640
2022	13,593	2037	22,980
2023	14,056	2038	23,320
2024	14,991	2039	23,660
2025	15,926	2040	24,000
2026	17,200	2041	24,340
2027	18,200	2042	24,680
2028	19,100	2043	25,020
2029	19,900	2044	25,360
2030	20,600	2045	25,700
2031	20,940		

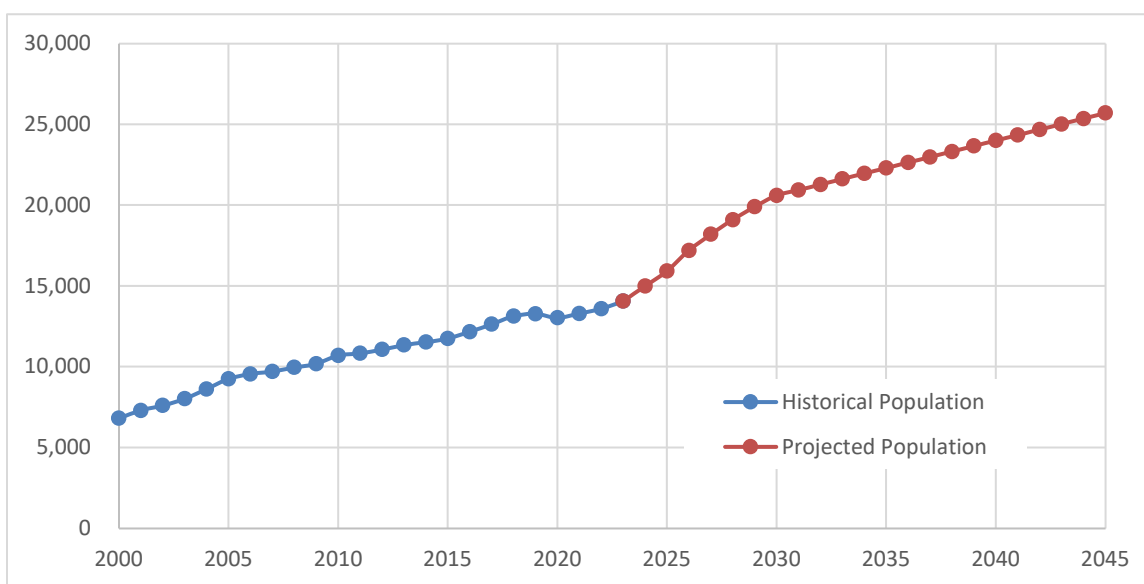


Figure 2.1 - Projected Populations

The population projections provided by Met Council predict an average rate of growth of 510 people per year over the next 20 years. This average growth rate corresponds to nearly doubling the city's population during the 20-year design period. Further impacts of city growth on projected peak and average day demands are analyzed below.

B. Historical Water Demand

1. Historical Water Use

Historical water usage records were analyzed to determine the historical and current water demands for the City of Waconia. A summary of historical average and maximum day demands over the past five years is included below in Table 2.2.

Table 2.2 - Historical Demand					
Year	Population	Avg Day [gpd]	Peak Day [gpd]	Peaking Factor	GPCD
2019	13,277	891,000	1,894,000	2.13	67
2020	13,033	1,028,000	2,691,000	2.62	79
2021	13,297	1,195,000	3,105,000	2.60	90
2022	13,593	1,224,000	3,098,000	2.53	90
2023	14,056	1,325,000	3,089,000	2.33	94
5-year average:				2.44	84

2. Historical Peaking Factors

Water demand is variable depending on the time of day and time of year. Peak residential water demand generally occurs during summer months when water is used for irrigation. Contrarily, periods of low water demand occur during colder months. A peaking factor is utilized to account for these variations in water demand throughout the year. A peaking factor represents the ratio of average day water demand to peak day water demand and allows for estimation of future peak day demands experienced by the city. Peaking factors vary greatly from community to community and there is no industry standard value. Historical peaking factors for the City of Waconia are presented above in Table 2.2. Over the past five years, the peaking factor from municipal demand has ranged from 2.13 to 2.62, with an average of 2.44.

3. Historical Per Capita Water Use

Per capita water use represents the amount of water used per person during the average day water demand. Historical per capita water usage and the trend it follows are important in predicting future municipal water demand as they allow future municipal water demand to be determined from the projected population. Per capita water use has ranged from 67 to 94 gallons/capita/day (gpcd) over the past five years, with a five-year average of 84 gpcd. Per capita water usage has risen in the past three years, with an average per capita demand of 91 gpcd. While this increase in demand is likely due to the dry conditions, it is not unreasonable that similar conditions could be experienced again in the future. In order to be conservative, while remaining realistic, projected water demands were calculated assuming an average per capita demand of 85 gpcd.

C. Projected Water Demand

Average and peak day water demands are expected to increase significantly by 2045, largely resulting from the population growth projected to occur. Based on the historical usage information presented above, 85 gpcd and a peaking factor of 2.44 are assumed to be representative of the City of Waconia's water usage through the design year of 2045.

The City of Waconia has implemented a stormwater water reuse program that has continued to expand in recent years. The water reuse program collects runoff from approximately 300 acres of urban area that is then reused for irrigation. Historical reuse data shows an average savings of 3.8-5.1 gallons per capita day over the months stormwater is reused. While this may seem insignificant at first glance, it represents an annual savings of 7.5 – 11.7 million gallons of water per year over the past five years. The implementation has lowered peak day potable water demand, as a significant percentage of peak day water demands are used for lawn irrigation. It is assumed that the savings in historical peak day demands are reflected in the historical average and peak day usage records. Figure 2.2 below shows projected water demands through the design year 2045 using the above assumptions. It should be noted that the values presented for 2023 and 2024 are actual demands, with the exception of 2024 average day demand. Because peak demand typically occurs in summer months, the peak day demand for 2024 is already known; however, the same cannot be said for 2024 average day demand.

Table 2.3 - Projected Demand					
Year	Population	Average Day		Peak Day	
		[gpd]	[MGD]	[gpd]	[MGD]
2023	14,056	1,194,760	1.19	2,916,194	2.92
2024	14,991	1,274,235	1.27	2,333,000	2.33
2025	15,926	1,353,710	1.35	3,304,162	3.30
2026	17,200	1,462,000	1.46	3,568,478	3.57
2027	18,200	1,547,000	1.55	3,775,948	3.78
2028	19,100	1,623,500	1.62	3,962,671	3.96
2029	19,900	1,691,500	1.69	4,128,647	4.13
2030	20,600	1,751,000	1.75	4,273,875	4.27
2035	22,300	1,895,500	1.90	4,626,574	4.63
2040	24,000	2,040,000	2.04	4,979,272	4.98
2045	25,700	2,184,500	2.18	5,331,971	5.33

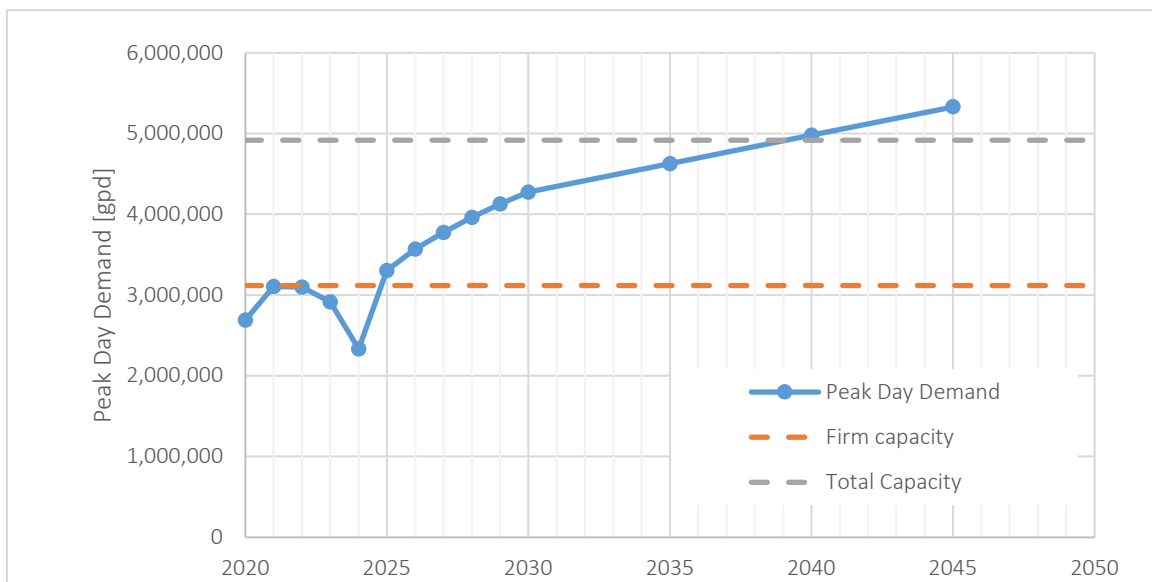


Figure 2.2 - Peak Day Demand

III. WATER SOURCE, TREATMENT, AND CAPACITY EVALUATION

A. Water Supply Capacity Evaluation

The Waconia water supply system currently consists of six groundwater wells. Two wells are designated for emergency use only, leaving four wells available for normal use. Wells #5 and #6 pump from the Mount Simon aquifer and are the oldest wells currently in service. Due to the protected status of the Mount Simon aquifer, the city drilled wells #7 and #8 into the Quaternary Buried Artesian aquifer to reduce demand on the Mount Simon aquifer wells. A new well, Well #9, is scheduled to be drilled in early 2025 and is projected to increase the number of available supply wells to five. A summary of the city's existing wells, including Well #9, is included below in Table 3.1.

Table 3.1 - Existing Waconia Drinking Water System Supply					
Well Name	Unique Number	Year Installed/Updated	Status	Aquifer	Depth [ft]
Well #3	239961	1971	Emergency Only	Quaternary Buried Artesian	250
Well #4	239962	1957 / 2004	Emergency Only	Quaternary Buried Artesian	253
Well #5	568103	1995	Active	Mount Simon	735
Well #6	559340	1996	Active	Mount Simon	735
Well #7	750575	2007	Active	Quaternary Buried Artesian	354
Well #8	763311	2009	Active	Quaternary Buried Artesian	379
Well #9		2025	Future	Quaternary Buried Artesian	400*
*Final depth to be determined upon completion					

Each of the city's wells is capable of pumping water at rates varying between 400 and 1,500 gpm. A summary of the capacity of each of the city's wells is included below in Table 3.2.

Table 3.2 - Maximum Pumping Rates	
Condition	Max Flow
Well #3	400 gpm*
Well #4	430 gpm*
Well #5	400 gpm
Well #6	1,500 gpm
Well #7	1,000 gpm
Well #8	800 gpm
Well #9	400 gpm**
Firm Capacity	2,600 gpm
Total Capacity	4,100 gpm
*Well is restricted to emergency use only	
**Final Capacity to be determined upon completion	

It should be noted that the final capacity of the future Well #9 is not guaranteed; however, for the purposes of this water system study, it is assumed that Well #9 will be capable of supplying the 400 gpm intended design capacity.

The total supply capacity of the water system is 4,100 gpm (4.92 MGD assuming 20 hr/day operation) and is projected to meet peak day demand through 2035; however, Ten States Standards recommends that firm capacity, or capacity with the greatest producing well offline, meets or exceeds peak day demand.

Firm capacity is used for planning and design purposes to represent the worst-case scenario as it is occasionally necessary to take a well pump out of service for a period of several days to several weeks for maintenance. The capacity of the system with the highest producing well offline is 2,600 gpm when including the projected capacity of Well #9 (3.12 MGD assuming 20 hr/day operation). Figure 3.1 below overlays the current firm and total supply capacity, assuming 20 hours/day well operation, plotted against projected peak day demands through the design year.

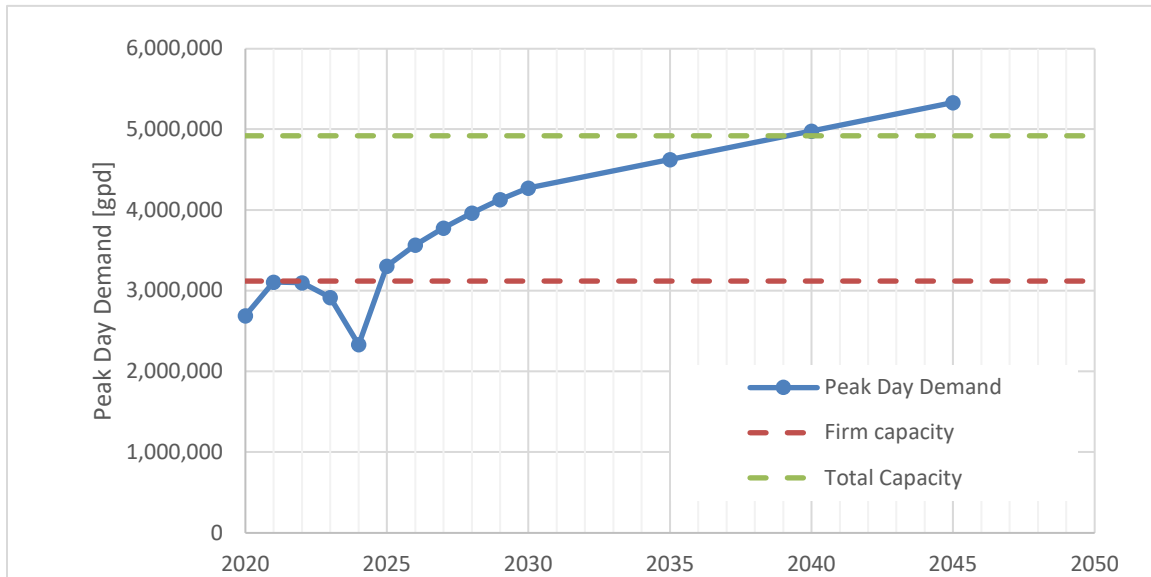


Figure 3.1 - Supply Capacity vs Peak Day Demands

If the projected capacity of Well #9 was removed from the figure above, it would show the city has already surpassed its firm capacity on peak day demand every year since 2020. The City of Waconia is projected to have insufficient firm capacity in 2025 even with the additional capacity Well #9 is projected to add.

The significant decrease in peak day demand in 2024 was likely caused by the significant amount of rainfall received in early spring. With lawn irrigation being the largest driver of peak day demands, it is expected that peak day demand would be lower. Periods of drought have been increasingly more common in recent years, and the city should not plan on rainfall continuing to be present to lower peak day demands in future years. Based on projected peak day demands, the city's existing firm capacity will need to be increased by 1,843 gpm (2.21 MGD assuming 20 hr/day operation) to meet peak day demands in 2045.

B. Water Treatment Capacity Evaluation

The City of Waconia currently has two existing water treatment facilities. Water Treatment Plant #2 (WTP #2) was originally constructed in 1970 and was designed to remove iron and manganese. This treatment facility is only permitted to produce water in an emergency; however, it is unlikely that the facility would be capable of doing so as there is no record of the facility being rehabilitated since its original construction. WTP #2 would need significant rehabilitation if the city desires to use the facility in any capacity in the future. For this treatment capacity evaluation, it is assumed that WTP #2 would be unable to provide any finished drinking water to the distribution system.

Water Treatment Plant #3 (WTP #3) was originally constructed in 1992 and currently produces all the drinking water for the City of Waconia. The facility was constructed in two stages, each stage consisting of aeration, chemical oxidation using potassium permanganate, detention, gravity filtration, fluoridation, and chlorine disinfection. The treatment facility was originally designed with a treatment capacity of 1,400 gpm. In 2007, the plant was expanded to add an additional 2,000 gpm of capacity. The expansion consists of a parallel, but slightly larger, treatment process.

Since the expansion in 2007, WTP #3 has received a few major improvements. The gravity filter media from the treatment plant's original construction in 1992 was replaced in 2020; however, other portions of the original plant may need replacement based on their age. Most facilities require major improvements every 20-25 years, and it is expected that a rehabilitation of the expansion side of the treatment facility will be needed in the next 3-8 years.

WTP #3 currently provides a total treatment capacity of 3,400 gpm, which is projected to be sufficient to meet peak day demand through 2028. An additional 1,080 gpm of treatment capacity is projected to be needed to meet 2045 peak day demands. Figure 3.2 shows the existing treatment capacity in relation to projected peak day demands.

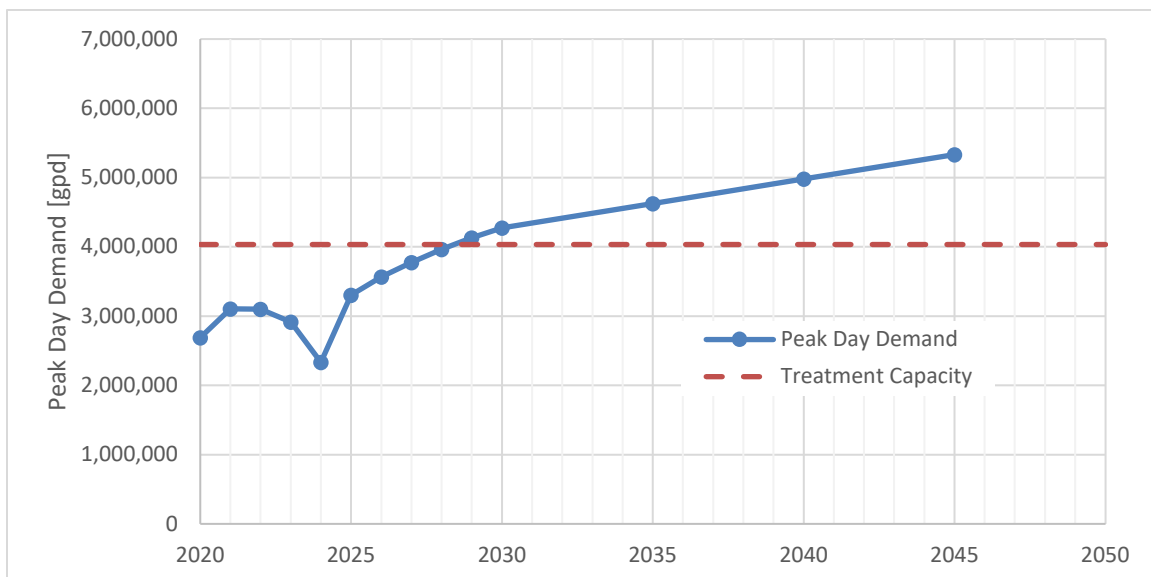


Figure 3.2 - Treatment Capacity vs Project Peak Day Demands

In the case of some communities, it is possible to push the treatment capacity of existing gravity filters by increasing the filtration rate; however, this is not feasible for the City of Waconia as the existing treatment capacity is supply-limited. In other words, while the existing treatment facility is rated to treat 3,400 gpm, there is only 2,600 gpm of firm supply capacity from wells providing water to the treatment facility. As such, if Well #6 were out of service during peak day demand, the existing treatment facility would only be capable of treating 2,600 gpm. If the city is unable to increase the firm capacity to the existing treatment facility, then a new treatment facility with a capacity of at least 1,843 gpm would need to be constructed to meet projected peak day water demands in 2045.

C. Distribution System Capacity Evaluation

The existing distribution system consists of watermain from 4" to 24" in diameter and is unified into a single pressure zone. Water for the system is currently provided from the city's WTP #3 under normal circumstances

Under normal operating conditions, water is sent into the distribution system from four vertical turbine high service pumps located at WTP #3. Two high service pumps, P-PW-1 and P-PW-2, were originally installed as part of the plant's original construction in 1994 and have since been replaced. Two additional high service pumps, P-PW-3 and P-PW-4, were added during the plant expansion project completed in 2007. High service pumps P-PW-1 and P-PW-2 each have an individual capacity of 1,500 gpm while P-PW-3 and P-PW-4 each have a capacity of 2,000 gpm.

The existing high service pumps provide a firm high service pump capacity of 3,500 gpm sent to the water system. An additional 943 gpm of high service pump firm capacity will be required to meet projected peak day water demands in 2045. Any new treatment facility added to Waconia's system would have high service pumps sized for at least 1,843 gpm to match its treatment capacity and would be sufficient through the planning period.

In addition to the high service pump improvements, other improvements will be needed throughout the distribution system. As the city continues to expand, especially with a new treatment facility, improvements to the distribution system will be needed in order to serve new customers. Preliminary layouts of future trunk watermains were previously developed as part of the East Area Feasibility Study conducted in July 2024. A map showing these proposed improvements can be seen in the future water system map included in Appendix B. This trunk watermain layout was modeled with peak day demands as part of this study, and it was determined the previously developed layout is sufficient to meet peak day demands.

D. Finished Water Storage Capacity Evaluation

The main purpose of storage is to provide a constant supply of water pressure during variable demand conditions. During high demand periods, when water customers are using greater than normal quantities of water, part of the demand can be met by storage reserves. During low demand conditions, the high service pumps continue to operate with excess supply going to fill the storage tanks for future demands. In addition to normal operation, storage is also used as an emergency water source in the case of supply failure or to meet fire flow demands. A summary of the capacity of Waconia's existing storage tanks is included below in Table 3.3.

Table 3.3 - Water Storage Summary			
Structure Name	Type of Storage	Year Constructed	Storage Capacity [gal]
Elevated Storage Tank #2	Elevated	1980	250,000
Elevated Storage Tank #3	Elevated	2007	2,000,000
WTP #3 Clearwell	Ground	2007	900,000
Total:			3,150,000

Ten States Standards recommends that storage capacity be sufficient to meet average day demand. A comparison between projected average day demand versus existing storage capacity is shown below in Figure 3.3. Based on projected average day demands, existing storage capacity is sufficient to last through the design year.

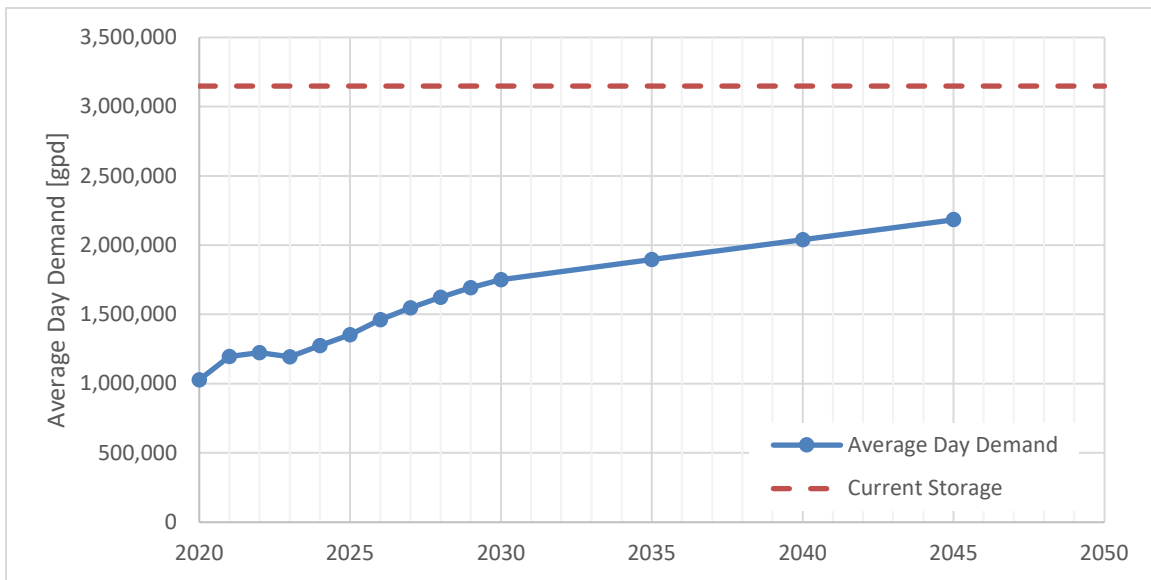


Figure 3.3 - Storage Capacity vs Average Day Demand

Ten States Standards also recommends that storage should be sufficient to meet fire flow requirements during peak day flow. Industry-standard fire flows are 2,100 gpm for a four-hour firefighting effort. The volume of storage required to meet fire flow demand can be calculated by adding fire demand flow to max day demand and subtracting the firm well capacity of the system. This provides a rate of storage withdrawal that can be multiplied by the duration of the firefighting effort to find the total required volume of firefighting storage. A safety factor of 25% of max day demand is built into the calculation to ensure storage reserves are not completely empty at the end of the firefighting effort. A summary of required storage volumes to meet firefighting flow demand now and in the design year 2045 is included below in Table 3.4.

Table 3.4 - Fire Fighting Storage Requirements		
	2025	2045
Fire Demand [gpm]	2,100	2,100
Max Day Demand [gpm]*	+	2,915
Total Coincident Demand [gpm]	=	5,015
Firm Supply [gpm]	-	2,600
Withdrawal from Storage [gpm]	=	2,415
Fire Flow Duration [minutes]	x	240
Firefighting Storage [MG]	=	0.58
Equalizing Storage (25% max day demand)	+	0.87
Total Storage Required [MG]	=	1.45
*Assumes 20 hours to supply maximum daily demand		

As seen in the table above, no new storage is projected to be needed to meet fire flow demands in the design year 2045; however, this analysis does not consider limitations in delivering fire flow demand to different areas within the distribution system. To account for this, a separate analysis was performed using the updated version of the city's water model.

The model evaluated current and future water demands projected for the City of Waconia. Future water demands were evaluated assuming a new treatment facility in the southeast portion of the city and watermain improvements are constructed as recommended by the East Area Feasibility Study completed earlier this year.

Additionally, the model evaluated two future water tower locations previously developed as part of the East Area Feasibility Study completed earlier this year. These areas are shown on the water system map included in Appendix A. Each tower location was evaluated alongside the proposed distribution system improvements shown in the map included in Appendix B, to determine how each site affected available fire flow demands across the distribution system. The model results are shown in Figures 1-19 in Appendix C and do not indicate a need for a water tower in either of the two proposed locations.

The city has expressed concerns in the past over the available fire flow in the northeast area of the city. It should be noted that the model results show the northeast tower location provides more substantial localized benefits to fire flow than the southeast tower site. As a result, the city could construct a small volume tower to increase fire flows in the northeast area during the interim period. Looping the existing watermain to the northeast area is projected to significantly increase available fire flow, as seen in the similarities of Figures 16 and 19 of Appendix C and would make a new tower irrelevant.

IV. DRINKING WATER QUALITY

A. Introduction

Due to the concern for safe drinking water, many federal and state agencies have instituted statutes that regulate drinking water quality. Finished water must also be accepted by the local community regarding taste, odor, hardness, and color. The Environmental Protection Agency (EPA) has recently been reducing concentrations of contaminants such as nitrogen and phosphorus. The EPA provides guidelines for producing and supplying safe drinking water.

Included in this section are discussions related to the City of Waconia's raw water quality as well as water treatment rules and regulations. These treatment regulations help identify water treatment objectives that are used in evaluating water treatment. Discussions are presented to evaluate the existing raw water quality and the state and federal regulations impacting Waconia's water treatment facility.

B. Raw Water Quality

The wells for the City of Waconia's water supply include five deep wells located in the city, as shown in Appendix A. The raw water provided by the Mount Simon and Quaternary Buried Artesian aquifers is high in iron and manganese and exceeds secondary drinking water standards. Table 4.1 below shows the iron and manganese concentrations tested from each supply well in comparison to the EPA secondary drinking water standards. Secondary standards are not limits, but recommendations for maintaining taste, odor, and color that is acceptable to the public. A more in-depth discussion on secondary standards is included below. Any new wells drilled near the existing Water Treatment Facility #3, including Well #9, can be expected to provide water similar in quality to the existing wells.

Table 4.1 - Raw Well Water Iron and Manganese Concentrations						
Parameter	Units	USEPA Secondary Standards	Well 5	Well 6	Well 7	Well 8
Iron	mg/L	0.3	2.540	2.660	0.797	1.370
Manganese	mg/L	0.05	0.120	0.135	0.105	0.110

C. Federal and State Rules Summary

Drinking water quality is regulated by numerous federal and state agencies and statutes. In addition, finished drinking water quality must meet local expectations for taste, odor, hardness, and general quality. This section will provide a background of drinking water regulations, and a summary of the existing system water quality data. Water quality design targets will be established based on regulatory requirements and public expectations.

D. Safe Drinking Water Act (SDWA) Regulations

1. Overview

Through the passage of the Safe Drinking Water Act (SDWA) in 1974, the United States Congress authorized the United States Environmental Protection Agency (EPA) to establish drinking water regulations that apply to all public water systems in the United States. State governments, through their health departments and environmental agencies, are responsible for the implementation and enforcement of the Act's provisions.

Under SDWA, the EPA initially proposed National Interim Primary Drinking Water Regulations (NIPDWR). These regulations were referred to as “interim” because they were revised upon further research and special studies. The interim regulations were adopted as National Primary Drinking Water Regulations (NPDWRs) upon the passage of the 1986 amendments to the SDWA. There were 83 contaminants regulated at the time.

In 1996, the SDWA was amended again. These amendments retained most of the NPDWRs previously enacted but changed the process for selecting contaminants to be regulated. As part of these changes, new rules were enacted regulating arsenic, uranium, radon, and groundwater disinfection. The 1996 amendments place increasing emphasis on ensuring that all new and existing water systems have the technical, managerial, and financial capacity to comply with NPDWRs. Systems which do not commit the resources required to comply with the new rules may not be eligible for Drinking Water Revolving Fund (DWRF) loans and may be vulnerable to enforcement actions.

The major components of the SDWA of interest to the City of Waconia are as follows:

- National Primary Drinking Water Standards
- Disinfection/ Disinfection By-Products Rule (D/DBP)
- Total Coliform Rules
- Groundwater Rules
- Drinking Water Contaminant Candidate List (DWCCCL)

The following paragraphs summarize each of these components.

2. National Primary Drinking Water Regulations (NPDWRs)

NPDWRs are the enforceable standards with which public water supplies must comply. Currently there are standards for 87 contaminants, including turbidity, 6 microorganism indicators, 4 radionuclides, 16 inorganic contaminants, and 53 organic contaminants. Additionally, on April 10th, 2024, the EPA added rules for six Per- and Polyfluoroalkyl Substances (PFAS). As part of the introductory period of the new PFAS rules, public water systems will need to have 3 years of samples for the 6 PFAS compounds by 2027. With Waconia being a community of more than 10,000 people, this will require quarterly PFAS samples, each being 2-4 months apart. Beginning in 2029, the EPA will begin enforcing violations of the new PFAS maximum contaminant levels and will require public water systems to take action towards reducing PFAS levels in their water supply. Preliminary sampling conducted by the Minnesota Department of Health indicates PFAS will not be an issue for the City of Waconia.

The United States Environmental Protection Agency (EPA) is required to review and revise, as appropriate, each NPDWR every six years. Appendix E includes a summary of all the standards for regulated contaminants.

Since the completion of the new water treatment plant in 1992, the City of Waconia has not had any issues meeting primary drinking water standards.

3. Disinfection and Disinfection By-Products

In December 1998, the EPA established maximum residual disinfectant levels for water systems that use a chemical disinfectant. The maximum residual disinfectant level is 4.0 mg/L of chlorine as free chlorine. The compliance date for groundwater systems was November 2003. Maximum limits have been established to limit the health effects of disinfectant by-products (DBPs). The City of Waconia has a relatively small distribution system, and disinfectant and disinfection by-products are not currently a problem for the city.

4. Total Coliform Rule

In June 1989, the EPA promulgated a total coliform rule that applies to both surface and groundwater supplies. The rule then became effective in December 1990. A presence/absence approach is now used to determine compliance with the coliform MCL. The Maximum Contaminant Level Goal (MCLG) is zero. In general, coliforms must be absent in at least 95% of samples taken on a monthly basis. Recommended guidelines for total coliform control are:

- Maintenance of detectable disinfectant residual throughout the distribution system.
- Proper repair/replacement and maintenance of the distribution system.

The City of Waconia has not had any issues maintaining a chlorine residual throughout the distribution system. The city conducts regular monitoring to ensure disinfectant levels are maintained at the desired concentration.

5. Groundwater Rules

In May of 2000, the Federal Groundwater Rule was published. The rule utilizes a multiple barrier structure to guard against microbial contamination. The five major components of the rule include:

1. Periodic on-site inspections
2. Source water monitoring for sensitive aquifers without treatment or with other risk indicators
3. Requirement for correction of significant deficiencies
4. Requirement for treatment when deficiencies are not or cannot be corrected
5. Monitoring to ensure the disinfectant is being reliably operated

Universal disinfection is not required, although systems vulnerable to contamination may be required to disinfect. The final rule was signed in 2006. This rule has no impact on Waconia's water system as disinfection is already utilized in the system and the wells are routinely monitored.

6. Drinking Water Contaminant Candidate List (DWCCCL)

Although not regulated at this time, the Drinking Water Contaminant Candidate List (DWCCCL) contains contaminants and contaminant groups that are known or anticipated to occur in public water systems. The first version of this list, CLL 1, was published in March 1998 and included 60 contaminant candidates. In May 2000, a second list of 12 regulatory determination priorities was developed from the overall

contaminant candidate list. In 2005, CCL 2 was published and contained 51 contaminant candidates in an effort to expand and strengthen the CCL listing process for future CCLs. In 2009, the EPA published CCL 3, or the third version of the DWCCCL, that contains 116 contaminant categories, encompassing the items in CCLs 1 and 2 and some additional contaminants. Since 2009, the EPA has published CCL 4 and CCL 5 in 2016 and 2022, respectively. CCL 4 included an additional 97 chemicals as well as 12 microbial contaminants, while CCL 5 included 66 chemicals and specifically focused on PFAS chemicals.

E. Secondary Drinking Water Regulations

In addition to the National Primary Drinking Water regulations which cover the contaminants that affect public health, the EPA recommends Secondary Drinking Water regulations with limits of contaminants that affect the aesthetic qualities of drinking water. The secondary regulations are intended to serve as guidelines and are not federally enforceable. Table 4.2 lists the secondary standards along with common issues associated with each contaminant. Although water utilities are not required to treat to Secondary Drinking Water Standards, they should be aware that keeping the quality of drinking water with these guidelines makes it much more acceptable to consumers, thereby decreasing complaints to the utilities and improving quality of service.

Table 4.2 - EPA National Secondary Drinking Water Contaminant Standards		
Contaminant	Secondary MCL	Noticeable Effects above the Secondary MCL
Aluminum	0.05 to 0.2 mg/L	Colored water
Chloride	250 mg/L	Salty taste
Color	15 color units	Visible tint
Copper	1.0 mg/L	Metallic Taste, Blue-Green Staining
Corrosivity	Non-corrosive	Metallic Taste, Corrosion, Fixture Staining
Fluoride	2.0 mg/L	Tooth Discoloration
Foaming agents	0.5 mg/L	Frothy, Cloudy, Bitter Taste, Odor
Iron	0.3 mg/L	Red or Rusty Color, Staining
Manganese	0.05 mg/L	Black or Brown Color, Staining, Bitter or Metallic Taste
Odor	3 TON	"Rotten Egg", Musty, or Chemical Smell
pH	6.5 - 8.5	Low pH: Bitter Metallic Taste, Corrosion High pH: Slippery Feel, Soda Taste, Deposits
Silver	0.1 mg/L	Skin Discoloration, Graying of the Whites of the Eye
Sulfate	250 mg/L	Salty Taste, Laxative Effect
Total Dissolved Solids (TDS)	500 mg/L	Hardness, Deposits, Colored Water, Staining, Salty Taste
Zinc	5 mg/L	Metallic Taste

Since the completion of the new water treatment plant in 1992, the city has not had any issues meeting secondary drinking water standards. A copy of the city's 2023 Consumer Confidence Report is included in Appendix E.

V. PROPOSED WATER SYSTEM IMPROVEMENTS

A. General

The proposed water system improvements are outlined below and are broken down into supply, treatment, and distribution. Due to the nature of water systems, proposed system improvements in one area inherently affect that of the other areas. Regardless of how the city chooses to meet future supply needs, it is recommended that a new water treatment facility, denoted as WTP #4, be constructed away from the city's existing WTP #3.

There are no storage improvements proposed as the city already has sufficient storage capacity, and modeling results do not indicate a need for a new tower in the northeast area of the city.

B. Water Supply

As mentioned previously, assuming operation of 20 hours per day, an additional 1,843 gpm of firm capacity is projected to be needed to meet peak day demands in 2045. It should be noted that a portion of this increase could be met by drilling new wells and installing new raw water piping to the existing treatment facility; however, the existing treatment facility was not designed to incorporate any new wells beyond the proposed Well #9 scheduled to be drilled in 2025.

As a result, it is recommended that the 1,843 gpm of firm supply capacity increase be met through drilling new wells in a new well field. Preliminary options for potential areas suitable for the development of a new well field have been previously developed and are shown in the proposed map included in Appendix A. The number of new wells required to reach this capacity will depend on the productivity of any new wells drilled by the city. More information on the expected capacity of a new well field will be available after the test well project is completed by Bolton & Menk in the middle of 2025. For the purposes of this planning document, it is assumed that each well drilled in a new well field will have a supply capacity of 425 gpm. Based on this assumption, the city will need to drill five additional wells before 2045 with three of them projected to be needed before 2030. Figure 5.1 below outlines the timing of firm supply capacity improvements needed through 2045.

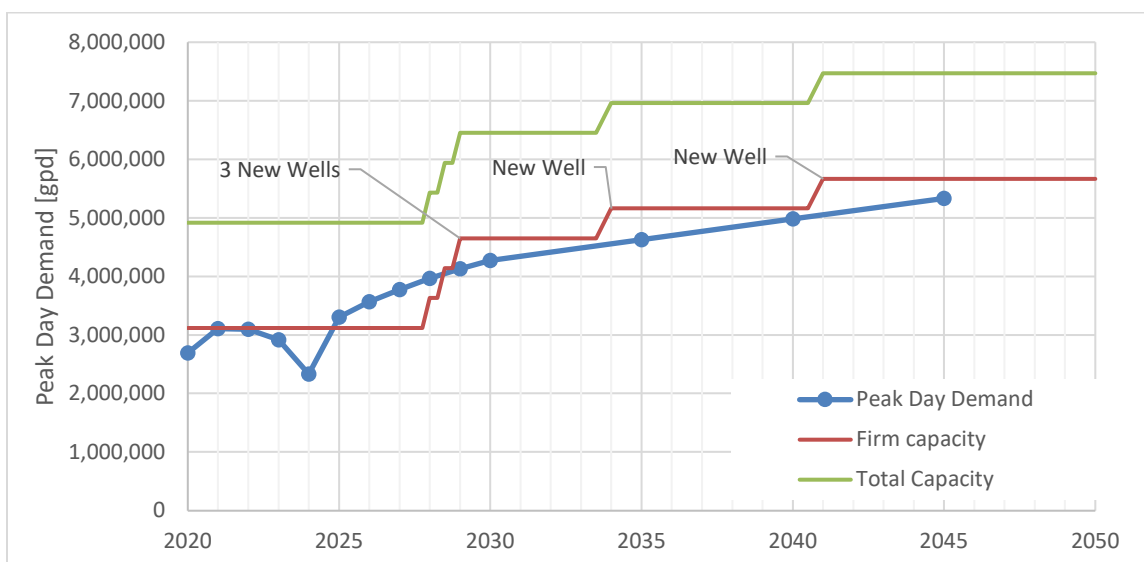


Figure 5.1 - Projected Supply Capacity Improvements

Each increase in the firm capacity line represents the drilling and connection of a new well. It should be noted that firm capacity falls behind peak day demand until a new water treatment facility can be completed in late 2028. The treatment facility would need to be initially supplied by three wells that would need to be drilled and available for use at the time of completion of the new treatment facility. A fourth well is projected to be needed approximately five years later, in 2034, to accommodate additional population growth within the city. The final, fifth well, is not projected to be needed until 2041.

The number of wells needed during the planning period will ultimately depend on the final capacities of the other new wells drilled. Additionally, the final timing of future wells will depend on the actual rate of population growth during the planning period. If the city exceeds the current population projections, then new wells may be needed sooner than presented in this report.

C. Water Treatment

Due to firm supply capacity limitations at the existing treatment facility, an additional 1,843 gpm of treatment capacity is projected to be needed to serve 2045 peak day demand. There are methods through which the existing treatment capacity could be augmented such as increasing the filtration rate or blending raw well water with treated water; however, these methods require the city have sufficient supply capacity for their implementation.

To meet projected peak day water demands in 2045, it is recommended that the city construct a new water treatment facility adjacent to the proposed new well field. The treatment facility would be designed to have at least 1,843 gpm of treatment capacity with the necessary infrastructure to allow the plant to be easily expanded in the future. A new concrete gravity filter treatment facility could be completed in late 2028 at the earliest, meaning the city is projected to have insufficient treatment capacity for two years.

The existing treatment facility was designed to remove iron and manganese from the city's raw well water. It is recommended that the new treatment facility be a concrete gravity filter plant, similar to the city's existing WTP #3. At this time, it is assumed that any new wells drilled in a new well field will have raw water quality similar to the city's existing wells.

Actual peak day demands will vary depending on the amount of precipitation each year. With the city's extensive stormwater reuse infrastructure, peak day potable water demands may not exceed total treatment capacity before late 2028; however, this is subject to actual rainfall totals, and it is recommended that the city immediately proceed with design and construction of a new treatment facility.

D. Water Distribution

As previously mentioned, the proposed system distribution layout shown in Appendix B is sufficient to meet peak day demands throughout the planning period. The timing and actual layout of needed future water distribution system improvements will ultimately depend on realized time and location of city growth.

The city should plan to construct the future watermain proposed in Appendix B on an as-needed basis to meet the needs of future developments. If needed, the watermain serving certain areas can be prematurely looped, as this is likely to solve any fire flow or water pressure issues that could be experienced during interim periods.

VI. COST OPINIONS

Construction costs have increased at a significant rate in recent years, and it is possible that costs will continue to rise at unprecedented rates. As a result, the cost estimates provided in the below sections are for 2025 dollars. The true cost of construction will ultimately depend on the timing of the proposed improvement along with realized rates of construction cost increases.

A. Total Capital Costs

As mentioned previously, five new wells are expected to be needed before 2045. An engineer's estimate for design and construction of a new sand and gravel well is presented below in Table 6.1.

Table 6.1 - Engineer's Estimate, New Sand and Gravel Well	
Item	Cost
New Well Construction Cost	\$ 450,000
Engineering/Admin/Legal (15%)	\$ 70,000
Opinion of Probable Cost*	\$ 520,000
* The cost does not include any potential easement or land acquisition costs.	

It should be noted that the cost presented in the table above only represents the cost of drilling one well and does not include costs of raw watermain necessary to connect the well to the treatment facility.

The final location of the new well field is not yet determined, nor the final location of the proposed treatment facility. As a result, the total cost of any new raw watermain is not yet known. For planning purposes, the city should assume the necessary raw watermain will cost somewhere in the realm of \$1,500,000, not including any potential land acquisition or easement costs, to serve all five of the proposed wells. This cost was assembled at a very high level and is subject to change depending on final well locations and piping arrangements to the new treatment facility.

Capital costs associated with the construction of a new concrete gravity filter plant will vary depending on the required treatment capacity at the new plant. As mentioned previously, the treatment capacity of the new plant will be at least 1,843 gpm. Estimated capital costs for a new 2,000 gpm concrete gravity filter treatment facility are presented in Table 6.2.

Table 6.2 - Engineer's Estimate, New 2,000 gpm Concrete Gravity Filter Plant	
Item	Cost
Mobilization, Bonds, Insurance, Allowances	\$ 1,575,000
Site Work	\$ 600,000
Building	\$ 3,000,000
Painting	\$ 400,000
Aerator	\$ 400,000
Detention Tank	\$ 1,250,000
Gravity Filters	\$ 2,250,000
Pumps	\$ 300,000
Piping and Valves	\$ 1,500,000
Generator	\$ 200,000
Electrical	\$ 1,250,000
Controls	\$ 750,000
Chemical Feed Equipment	\$ 1,500,000
Backwash Reclaim Tank	\$ 1,000,000
Clearwell	\$ 1,250,000
Treatment Subtotal	\$ 17,225,000
Contingencies (20%)	\$ 3,400,000
Total Treatment Construction Cost	\$ 20,625,000
Engineering/Admin/Legal (15%)	\$ 3,100,000
Opinion of Probable Cost for Treatment	\$ 23,725,000

As noted above, the costs in Table 6.2 represent the costs of design and construction of a new 2,000 gpm concrete gravity filter plant. While this is greater than the 1,843 gpm projected to be required to meet peak day demand in 2045, it should be noted that the proposed treatment facility would be useful beyond the planning period. Constructing a small amount of additional capacity now has the advantage of economies of scale and is expected to be cheaper than constructing a small interim treatment facility in the future.

Overall, construction of improvements suggested in this report; including five new wells, a new 2,000 gpm gravity filtration treatment plant, and the necessary raw watermain, is estimated to cost \$27,825,000. Once again, these costs are for 2025 dollars and will need to be routinely updated as construction costs continue to rise.

B. Operation and Maintenance Costs

Annual operation and maintenance (O&M) costs for the proposed new treatment facility were estimated using historical operation and maintenance costs of similar treatment facilities. These estimated annual operation and maintenance costs are shown below in Table 6.3.

Table 6.3 - Annual Operation & Maintenance Costs	
Item	Cost
Operator	\$ 100,000
Chemicals	\$ 125,000
Electricity	\$ 70,000
Natural Gas	\$ 40,000
Sewer Bills	\$ 70,000
Total	\$ 405,000

It should be noted that the costs in Table 6.3 assume the city will only hire one additional full-time operator after the construction of the new treatment facility.

C. Equivalent Annual Costs

An equivalent annual cost analysis was performed to provide an estimate of the annual costs required to finance, construct, and operate the improvements suggested in this report. An equivalent annual cost is made up of two components: debt service, and operation and maintenance costs. Costs associated with debt service were estimated assuming a 20 year loan period with an interest rate of 4%.

For the purposes of this report, the equivalent annual cost analysis only considers the first three proposed wells and the proposed treatment facility. The results of the equivalent annual cost analysis are presented below in Table 6.4.

Table 6.4 - Equivalent Annual Cost of Proposed Improvements				
Item	Capital Costs	Debt Service Costs	O&M Costs	Equivalent Annual Costs
Well #10	\$ 520,000	\$ 38,263	\$ 86,000	\$ 124,263
Well #11	\$ 520,000	\$ 38,263	\$ 86,000	\$ 124,263
Well #12	\$ 520,000	\$ 38,263	\$ 86,000	\$ 124,263
Treatment Facility	\$ 23,725,000	\$ 1,745,727	\$ 405,000	\$ 2,150,727
Total	\$ 25,285,000	\$ 1,860,515	\$ 663,000	\$ 2,523,515

It should be noted that the O&M cost presented for the three wells in Table 6.4 is only an estimate. The actual O&M costs of the new wells will depend on various factors such as the final groundwater formation utilized, distance to the treatment facility, and how many hours a year the well operates.

D. Future Availability Charges

As discussed above, significant water infrastructure improvements are needed to support continued growth on the east side of the city. To help fund the new infrastructure necessary, an analysis should be done to determine a water availability charge for future development areas outlined in the city's 2040 Comprehensive Plan. The areas included in this analysis, along with the estimated equivalent residential units (ERU's) of each property, are included in Table 6.5 below.

Table 6.5 - Anticipated Future Development ERUs					
Land Use	Acres	Gal/Day/Acre	Gal/Day	Gal/ERU	ERUs
Data From 2040 Comprehensive Plan & GIS Data					
Residential - Low	683.3	750	512,454	275	1,863
Residential - Mid	198.1	1,500	297,165	275	1,081
Residential - High	87.3	2,500	218,148	275	793
Commercial	12.7	1,000	12,725	275	46
Mixed Use	42.4	1,500	63,570	275	231
Business Park	125.9	1,000	125,928	275	458
Park	235.9	100	23,586	275	86
Golf Course	144.3	-	-	275	-
Subtotal:					4,558
Data From Submitted Sketch Plans					
Falk/Saltire - Single Family					323
Falk/Saltire - Multi-Family & Mixed Use					216
Kirsch - Single Family					148
Kirsch - Multi-Family & Mixed Use					192
Subtotal:					879
Total:					5,437

The city's ability to provide firm capacity of water supply is projected to be exceeded in the next year. To fund the identified future demands on the system, the city needs to develop new Water Access Charges – also known as System Development Charges. These charges will be based on the total anticipated cost to expand the system and provide for future growth of the city divided by the number of new units to be served.

This calculation is further complicated by the timing of improvements and the components constructed by developers. Only the 'oversizing' portion paid by the city should be included in the cost calculation. Likewise, infrastructure funded by grants should not be included while administrative costs such as engineering and financing charges should be added back in.

Water and Sewer Access Charges have been based on the number of units determined in a Metropolitan Council Environmental Services (MCES) determination of sewer production units, the SAC fee. This is reasonable for a typical home and not appropriate for a business that uses water in its production system, such as a bottling plant or brewery. New Water Access Charges should be based on calculated water demand adjusted to the equivalent number of ERUs.

The City can develop a reasonable System Development Charge based on the data provided in this study, the East Area Development Study, and recently submitted preliminary development applications. To more accurately calculate equitable charges, it is recommended that a more comprehensive Fee Study be commissioned in the near future.

VII. RECOMMENDATIONS AND IMPLEMENTATION

A. Recommendations

It is recommended that the city immediately proceed into the design of a new treatment facility. The city's existing firm supply capacity is projected to be exceeded as soon as next year. The addition of firm capacity beyond the construction of Well #9 will require the completion of the new treatment plant. As mentioned previously, the soonest a new treatment facility could be completed is in late 2028. It is recommended that the time the city has insufficient firm capacity be limited to as short of a time as feasible. Should the largest well, Well #6, be out of service during peak day demands in this period, the city risks running out of water.

Until a new treatment facility is completed and firm capacity can once again achieve recommended minimums, it is recommended the city be vigilant in performing regularly scheduled maintenance. Additionally, it is recommended that city operators replace aging equipment prior to equipment failure in order to help prevent the city from running out of water during peak day demands.

As an alternative, the three wells projected to be needed immediately could be completed earlier than needed for the new treatment facility and tied directly into the city's water system. This would allow water to be sent from the new wells directly into the distribution system should the city experience demands greater than current supply capacity. The city would likely receive numerous water quality complaints if this solution were ever utilized as there wouldn't be an effective means of blending the raw water from the new well with the finished water from the existing treatment facility.

B. Funding

Several funding options are available for the City of Waconia. According to the American Community Survey (ACS), the median household income in the City of Waconia was \$101,619 in 2022. This value was then inflated to 2025 dollars, assuming an annual inflation rate of 3%, producing the current estimated median household income of \$111,042. This number is used for determining the city's affordability and eligibility for the various funding programs offered through federal sources and the State of Minnesota. These programs are described below in the following paragraphs.

1. Bonding

The city could sell general obligation, local improvement, or revenue bonds to raise the capital costs to improve the treatment and distribution facilities. The proceeds of the bonds would need to be repaid, either through property taxes, assessments, or user charges to the system.

2. Drinking Water Revolving Fund

The Drinking Water Revolving Fund (DWRF) provides below-market rate loans for public water system improvements. The Minnesota Department of Health (MDH) and the Minnesota Public Facilities Authority (PFA) work together to provide this program. The PFA provides financial assistance primarily in the form of loans to eligible public water suppliers for the construction of water storage, treatment, and distribution systems that meet Safe Drinking Water Act standards.

To become eligible for funding, projects must be included on the MDH Project Priority List (PPL) and on the PFA's Intended Use Plan (IUP). An applicant must demonstrate it has the financial capability to repay the loan and must issue a general obligation bond to the PFA as a security for the loan. Loan terms are typically 20 years but can be extended to 30 years based on the financial need of the community.

3. Water Infrastructure Funding Program

Supplemental assistance to municipalities is currently available through the Water Infrastructure Fund (WIF) program. The Public Facilities Authority (PFA) administers the WIF program to those communities that are applying for funding under the Drinking Water Revolving Funding loan program or the USDA Rural Development Water and Waste Disposal Loans and Grants Program.

4. State and/or Federal Direct Appropriations

This funding requires a direct legislative request for funding to the state or federal government. The state bonding request process is generally every other year, occurring in odd years. Federal bonding requests are available annually, usually in late winter or early spring. This process requires support from one or more of the city's local legislators to have a chance to receive direct appropriations.

C. Implementation Schedule

The proposed implementation schedule is shown in Table 7.1. This schedule represents the fastest schedule to move forward with the necessary water system improvements. Three wells and a new treatment facility are projected to be critically needed; however, the timing of the remaining two wells may need to be changed and updated depending on realized population growth and water demands.

For reference, Figure 7.1 is included below to show the number of ERUs projected to be available to develop based on the timing infrastructure improvements suggested in Table 7.1 below.

Table 7.1 - Implementation Schedule		
Year	Wells	Treatment
2024		
2025	Design x3	Design
2026		
2027	Construction Complete x3	
2028		Construction Complete
2029		
2030		
2031		
2032		
2033	Design	
2034	Construction Complete	
2035		
2036		
2037		
2038		
2039		
2040	Design	
2041	Construction Complete	
2042		
2043		
2044		
2045		

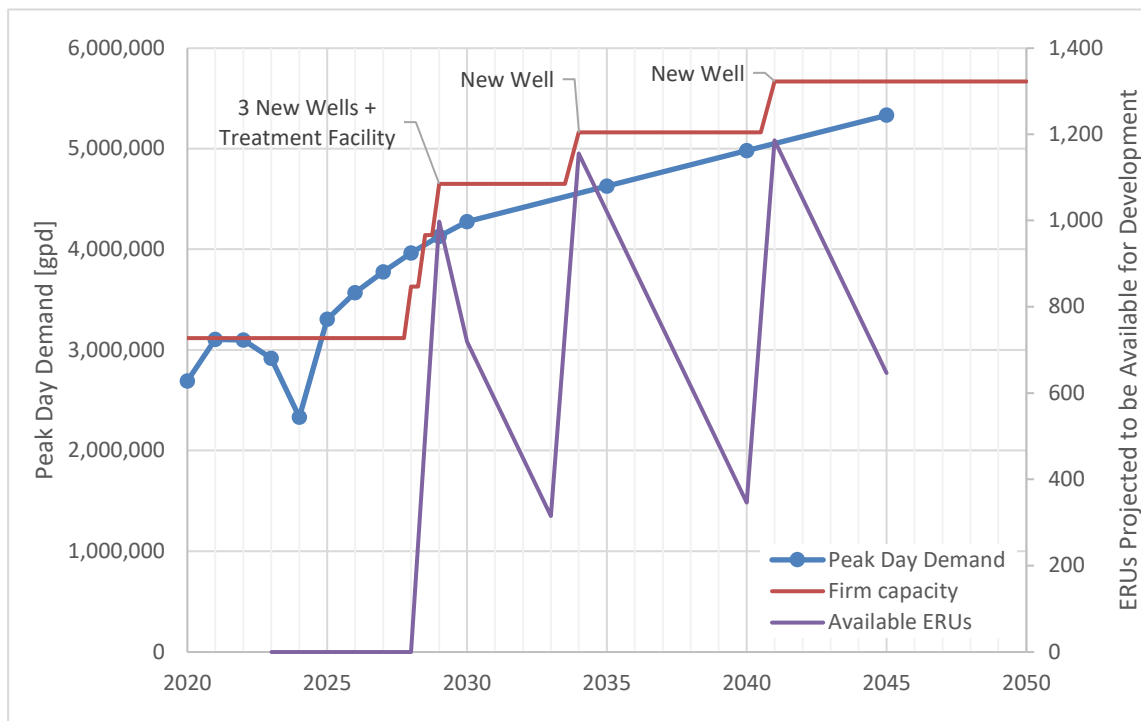


Figure 7.1 - Timeline of Projected Available ERUs for Development



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	February 18, 2025
Item Name:	Establishing Municipal State Aid Street Designation and Renaming Wildcat Way as Wildflower Way
Originating Department:	Public Services
Presented by:	Jon Haukaas
Previous Council Action (if any):	Adopt Resolution No. 2024-282 Adopting 2025 Budget for all General, Enterprise, Special Revenue, Capital Project, and Debt Service Funds CIP Committee Meetings and Discussions

Item Type (X only one):	Consent		Regular Session	X	Discussion Session	
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

Adopt Resolution No. 2025-073 Establishing a Minnesota State Aid Street

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

Annually the City of Waconia must completed an update or certification of Municipal State Aid Streets within its jurisdiction. Staff worked with our City Engineer to determine what routes to adjust or add based upon traffic volume and use locally and through the Waconia community.

Based on overall system mileage, the City of Waconia is currently 0.42 miles under their maximum allowable MSA mileage of 11.97 miles. The City has requested to add Wildcat Way (0.26 miles) to the MSA system. This proposed MSA route is a City collector street that we foresee carrying a high volume of traffic and the proposed segment has beginning and ending connections at MSA streets (Community Drive and Waconia Parkway South). This proposed revision would result in the City having 0.16 miles of allowable MSA mileage remaining, which may be added with expanded mileage in future years to link another roadway system.

Additionally, staff is recommending to rename this segment of roadway to Wildflower Way for consistency with its extension to the north across Waconia Parkway South as previously discussed by the City Council.

Staff recommends approval of this request allowing for two copies of the City Resolution be directed to the Commissioner of Transportation for consideration as noted within the attached Resolution.

Attachments:

1. [Resolution No. 2025-073 Establishing a Municipal State Aid Street](#)
2. [01-10-2025 MSA System Revision](#)
3. [01-28-2025 MSA Designation Wildflower Way](#)

<i>FINANCIAL IMPLICATIONS:</i>	<i>ADVISORY BOARD RECOMMENDATIONS:</i>	
Funding Sources & Uses:		
MSAS Funds		
Budget Information:	Planning Commission	
X Budgeted	Parks and Recreation Board	
Non Budgeted	Safari Island Advisory Board	
Amendment Required	Other	

**CITY OF WACONIA
RESOLUTION NO. 2025-073**

RESOLUTION ESTABLISHING A MUNICIPAL STATE AID STREET

WHEREAS, it appears to the City Council of the City of Waconia that the streets hereinafter described should be designated as Municipal State Aid Streets under the provisions of Minnesota Law; and

WHEREAS, the City of Waconia shall rename the entire roadway section of Wildcat Way to Wildflower Way; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waconia that the street described as follows, to-wit:

Wildflower Way (formerly Wildcat Way): from Community Drive to Waconia Parkway South – 0.26 miles

Be, and hereby is established, located, and designated as a Municipal State Aid Street of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the City Engineer is hereby authorized and directed to forward two certified copies of this Resolution to the Commissioner of Transportation for her consideration, and that upon her approval of the designation of said street or portion thereof, that same be constructed, improved and maintained as a Municipal State Aid Street of the City of Waconia to be numbered and known as a Municipal State Aid Street.

Adopted by the City Council of the City of Waconia this 18th day of February, 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

January 10, 2025

Minnesota Department of Transportation
Waters Edge Building
Attn: Dan Erickson, DSAE
1500 W County Road B-2
Roseville, MN 55113-3174

**RE: City of Waconia
2025 MSA System Revision**

Dear Mr. Erickson:

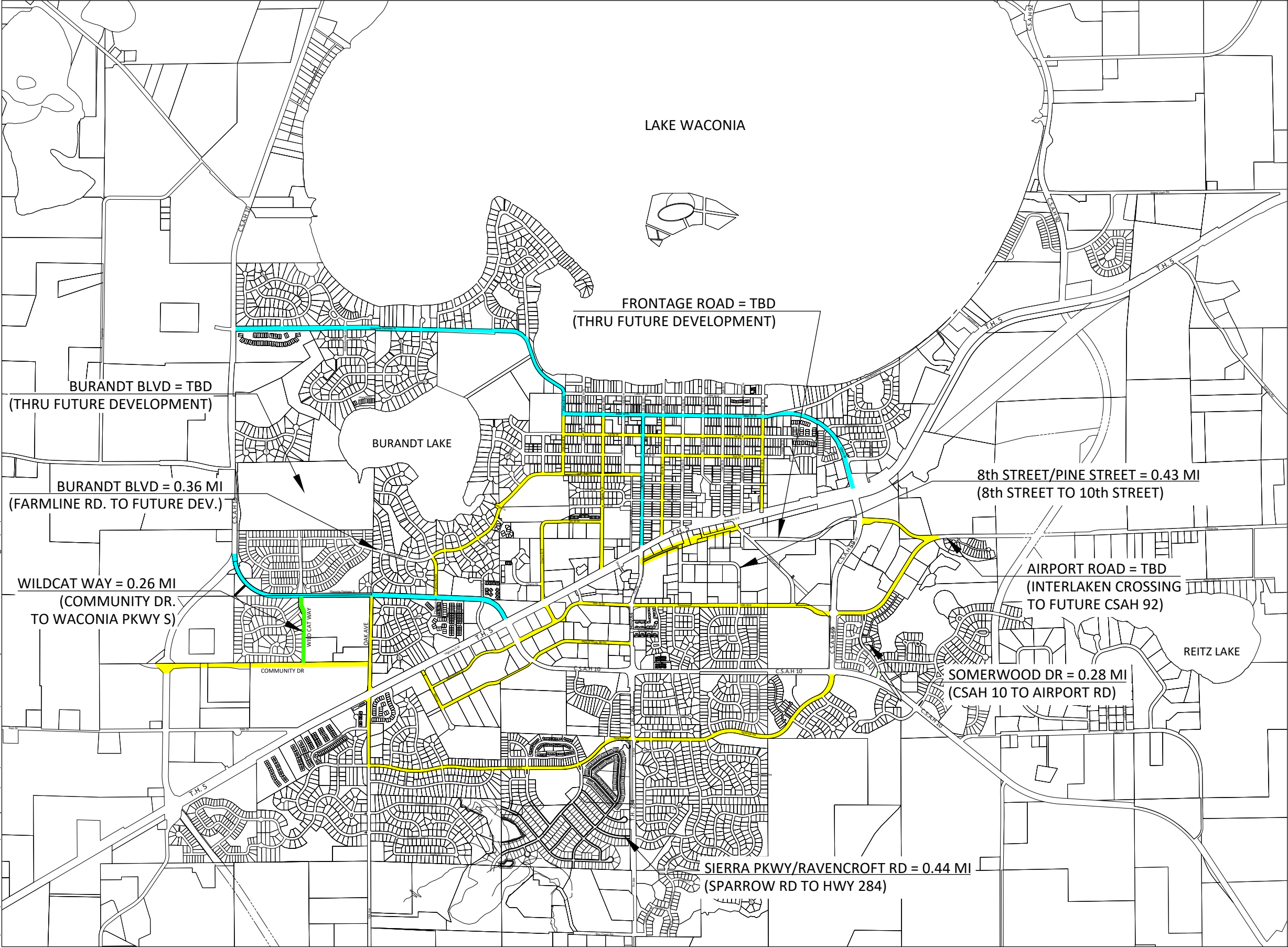
The City of Waconia requests to make a Municipal State Aid (MSA) system revision as a result of the growth and development of the City. Based on overall system mileage, the City of Waconia is currently 0.42 miles under their maximum allowable MSA mileage of 11.97 miles (not including CSAH turnback miles). The City is requesting to add Wildcat Way (0.26 miles) to the MSA system. This proposed MSA route is a City collector streets and carries a high volume of traffic. Additionally, the proposed segment begins and ends at MSA streets (Community Drive and Waconia Parkway South). No revocations are necessary or are being requested in order to accommodate this addition. This proposed system revision is shown on the attached exhibit. This proposed revision would result in the City having 0.16 miles of allowable MSA mileage remaining. The proposed revision is compliant with State Aid Rule 8820.0700, and the process moving forward will be compliant with State Aid Rule 8820.0800.

A City Council resolution confirming this revision will be forwarded to your office prior to May 1, 2025. Pending MnDOT approval, the City will also complete the 2025 Needs Update showing this revision prior to May 1, 2025. Please contact me if you have any questions or require any additional information in order to review this request.

Sincerely,
Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.

cc: Bill Lanoux, MnDOT State Aid
Jon Haukaas, Public Services Director



CITY OF WACONIA
MUNICIPAL STATE AID STREET SYSTEM



LEGEND

- EXISTING MUNICIPAL STATE AID STREET
- EXISTING COUNTY STATE AID HIGHWAY TURNBACK
- PROPOSED COUNTY STATE AID HIGHWAY TURNBACK
- PROPOSED MUNICIPAL STATE AID STREET
- PROPOSED REVOKED MUNICIPAL STATE AID STREET

EXISTING:

MSA MILEAGE (LOCAL ROADS)	11.55 MI
MSA MILEAGE (CSAH TURNBACKS)	4.35 MI
ADDITIONAL MILEAGE ALLOWED	0.42 MI

PROPOSED:

ADDITIONS	0.26 MI
REVOCATIONS	0.00 MI
ADDITIONAL MILEAGE PROPOSED	0.26 MI

SUMMARY:

ADDITIONAL MILEAGE ALLOWED	0.42 MI
LESS PROPOSED MSA STREETS	0.26 MI
REMAINING MILEAGE ALLOWED	0.16 MI

TO: Jake Saulsbury
Waconia City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: January 28, 2025

SUBJECT: Municipal State Aid Designation

The following Municipal State Aid Street designation will be approved when the city council resolution has been received.

MSAS 128: *Wildcat Way* – from Community Drive to Waconia Parkway South (0.26 miles)

A Commissioner's Order will follow.

Needs Update Comments: Routes can receive Needs and be used in the calculation of your 2026 allotment. Include these revisions with your 2025 spring Needs update (*later this year – after the Needs are re-opened*).

Certification of Mileage Update Comments:

You can include these revisions on the *2025 Annual Certification of Mileage* that is due in January 2026.

	Available Mileage	0.42	2024 Certified Mileage
+	Revoked Mileage	0.00	
-	<u>Designated Mileage</u>	<u>0.26</u>	
	Remaining Available Mileage	0.16	

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Approve Plans and Authorization to Bid for the 2025 Downtown Reconstruction Phase 3					
Originating Department:		Public Services					
Presented by:		Jon Haukaas					
Previous Council Action (if any):		January 21, 2025 - Adopt Resolution No. 2024-039 Ordering Improvements & Preparation of Plans					
Item Type (X only one):	Consent		Regular Session	X	Discussion Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
Adopt Resolution No. 2025-074 Authorize Bid for the 2025 Downtown Reconstruction Phase 3							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
Final plans for the 2025 Downtown Reconstruction Phase 3 project. Staff has been conducting outreach directly to impacted businesses and held a public Open House on February 12, 2025. Comments received during this outreach has been incorporated into the plans to the extent possible while meeting the City Council's goals for the project. This project is total reconstruction of streets, sidewalks, sewer, water, and storm water utilities. The planned improvements will include: • Street reconstruction of 2 blocks of 1st Street, 2 blocks of 2nd Street, and 1 block of Olive Street. • Reconstruction of 2 blocks of alleys north of Main Street, east of Elm Street, and west of Spruce Street. • Reconstruction of 1 block of alley north of 2nd Street, east of Olive Street, and west of Elm Street. • Replacement and widening of the concrete sidewalks. • Replacement of the sanitary sewer system. • Replacement of the water system, including upsizing the watermain on 1st Street. • Replacement and expansion of the storm sewer system, including the addition of daintile behind the curb. • Construction of a stormwater treatment system. • Replacement of the street lighting, including upgrading the system to decorative lighting. • Restoration of driveways, yards, landscaping, etc. The project will be staged to construct 1st Street, then Olive St north of the alley, then the remainder of Olive St and 2nd Street. Each phase must have the curb and sidewalks open for pedestrian access prior to beginning the next phase. As with previous projects, additional wayfinding signage will be placed around the downtown directing people to available public parking, pedestrian routes, and business locations. If approved, an on-line bid opening will be held on March 20, 2025 with contract award considered by the City Council at a special session to be scheduled for March 24, 2025. Pending contract execution, weather, and road restrictions construction is likely to begin in early May. The project is identified in the City's Capital Investment Plan as Project #131 and will be funded by multiple funding sources, with an estimated total cost of \$7.1M. Attachments: 1. Resolution No. 2025-074 Approving Plans and Specifications & Ordering Advertisement for Bids 2. 02-05-2025 Request Memo 2025 Downtown Reconstruction Project Phase3							
FINANCIAL IMPLICATIONS:				ADVISORY BOARD RECOMMENDATIONS:			

Funding Sources & Uses:		
PIR, Ch 429 General Obligation Bonds, Utility		
Revenue Bonds & Funds		
Budget Information:	Planning Commission	
	Parks and Recreation Board	
	Safari Island Advisory Board	
	Other	
☒ Budgeted		
☐ Non Budgeted		
☐ Amendment Required		

**CITY OF WACONIA
RESOLUTION NO. 2025-074**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
& ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the City Council on January 21, 2025, the City Engineer has prepared plans and specifications for the Downtown Reconstruction, Phase 3 Project; and

WHEREAS, the project includes street, sidewalk, utility, and drainage improvements to the following:

- First Street W from Maple Street S to 50 feet east of Olive Street S
- Olive Street S from 50 feet north First Street W to Second Street W
- Second Street W from 200 feet west of Olive Street W to Elm Street S
- Alley and adjacent parking areas located north of Second Street W, south of First Street W, east of Olive Street S, and west of Elm Street S
- Alleys located north of Main Street E, south of Lake Street E, east of Elm Street N, and west of Spruce Street N

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

BE IT FURTHER RESOLVED, that the City shall prepare and cause to be inserted in the official newspaper and in a trade publication an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall specify the work to be done and shall state that bids will be received online until 9:00 am on March 20th, 2025, at which time they will be publicly opened and read.

The bids will then be tabulated and are planned to be considered at the subsequent City Council meeting in the council chambers of City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless properly submitted online through QuestCDN and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the City of Waconia for 5% percent of the amount of such bid.

Adopted this 18th day of February 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



MEMORANDUM

Date: February 5, 2025
To: Jon Haukaas, Director of Public Services
From: Jake Saulsbury, City Engineer
Subject: Downtown Reconstruction Phase 3 Project

Honorable Mayor and City Council Members:

The purpose of this memo is to request authorization to advertise for bids for the above referenced project.

The project contains the following components:

- Street reconstruction of 2 blocks of 1st Street, 2 blocks of 2nd Street, and 1 block of Olive Street.
- Reconstruction of 2 blocks of alleys north of Main Street, east of Elm Street, and west of Spruce Street.
- Reconstruction of 1 block of alley north of 2nd Street, east of Olive Street, and west of Elm Street.
- Replacement and widening of the concrete sidewalks.
- Replacement of the sanitary sewer system.
- Replacement of the water system, including upsizing the watermain on 1st Street.
- Replacement and expansion of the storm sewer system, including the addition of drain tile behind the curb.
- Construction of a stormwater treatment system.
- Replacement of the street lighting, including upgrading the system to decorative lighting.
- Restoration of driveways, yards, landscaping, etc.

Final plans will be forwarded after any items received from the February 12th Open House have been implemented. If authorized to proceed, the bid opening is scheduled for the morning of March 20th.

Please let me know if you have any questions or if you require any additional information.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		February 18, 2025					
Item Name:		Closed Session					
Originating Department:		Administration					
Presented by:		Shane Fineran					
Previous Council Action (if any):							
Item Type (X only one):		Consent		Regular Session	X	Discussion Session	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>							
The Council will meet in closed session pursuant to Minn Stat. 13.05, subd. 3(c)(3) to consider the purchase of real property in the City of Waconia identified as PID: 750240100, located at 801 Highway 284.							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>							
<u>Attachments:</u>							
FINANCIAL IMPLICATIONS: Funding Sources & Uses:				ADVISORY BOARD RECOMMENDATIONS:			
Budget Information: _____ Budgeted _____ Non Budgeted _____ Amendment Required				Planning Commission			
				Parks and Recreation Board			
				Safari Island Advisory Board			
				Other			