

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, April 7, 2025
6:00 PM**

VISION STATEMENT

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

MISSION STATEMENT

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

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

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

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@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. PUBLIC HEARING**
- 5. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
 - 1) Jodi Edstrom - Carver County Library Director**
 - 2) Mike Werner - Waconia Lions Club**
- 6. 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) **March 17, 2025, City Council Minutes**
Motion to approve the March 17, 2025 City Council Minutes
- 2) **March 24, 2025, City Council Minutes**
- 3) **Approve the April 7, 2025 Expenditures**
- 4) **Fire Station Pay Request #28 with Kraus-Anderson**
- 5) **Fire Station Pay Request #29 with Kraus-Anderson**
Motion to Approve Fire Station Pay Request #29 with Kraus-Anderson
- 6) **Water Treatment Facility Piping Modifications Pay Request #5**
Motion to approve Pay Request #5 to Municipal Bilders, Inc. for the Water Treatment Facility Piping Modifications
- 7) **Replacement One-Ton Dump Truck and Snow Equipment**
Adopt Resolution No. 2025-102 Approving Purchase of One-Ton Vehicle
- 8) **Morbark Chipper Model BVR16**
Adopt Resolution No. 2025-103 Authorizing Acquisition of Replacement of the 2005 Morbark Chipper, Model 13 Tornado.
- 9) **Turf Maintenance Equipment**
Adopt Resolution No. 2025-104 Authorizing Acquisition of Replacement Mowers
- 10) **Submit to the Department of Labor and Industry Safety Grant Program**
Adopt Resolution No. 2025-105 Authorize Staff to Prepare and Submit a Grant Application to Minnesota Department of Labor and Industry for the Safety Grant Program to support the purchase of a tailgate lift.
- 11) **Special Event Permit - Memorial Day Parade**
Adopt Resolution No. 2025-106 Approving Special Event Permit and Use of Parks for Memorial Day Parade
- 12) **Exempt Permit from Carver County Pride to Conduct Bingo at Waconia Brewing Company**
Adopt Resolution No. 2025-107 Approving Application for Exempt Permit for Carver County Pride to Conduct Bingo
- 13) **Exempt Permit from Waconia Band Boosters**
Adopt Resolution No. 2025-108 Approving an Application for an Exempt Permit from the Waconia Band Boosters to Conduct a Raffle
- 14) **Special Event Permit - Waconia Farmers Market**
Adopt Resolution No. 2025-109 Approving the Special Event Permit - Waconia Farmers Market
- 15) **Agreement to use Public Property for Filming**
Adopt Resolution No. 2025-112 Approving License Agreement to use Public Property for Filming

16) Holbrook Final Plat - Pulte Homes of Minnesota LLC

Adopt Resolution No. 2025-113 Approving the Holbrook Final Plat Application

17) Holbrook 2nd Addition Final Plat

Adopt Resolution No. 2025-114 Approving the Holbrook 2nd Addition Final Plat

18) Door Lock System Additions Project - Water Treatment Plant

Adopt Resolution No. 2025-xxx Approving Capital Project at Water Treatment Plant for Door Lock System Additions

7. COUNCIL BUSINESS

1) Order Feasibility Report and Assessment Benefit Evaluation for the 2026 Downtown Phase 4 Reconstruction Project

Adopt Resolution No. 2025-110 Ordering the Preparation of Feasibility Study and Assessment Benefit Evaluation for the Downtown Reconstruction Phase 4 Project

2) Carpet and Paint Contracts for City Hall Facility Updates

Adopt Resolution 2025-111 Approving Contracts for Paint and Carpet for City Hall Facility Update Project

8. ITEMS REMOVED FROM CONSENT AGENDA

9. STAFF REPORTS

1) Safari Island Update - Dan Montague

2) Hydrant Flushing - Doug Bode & Steve Wagener

3) Law Enforcement Update - Sgt. Jon Howard

10. BOARD REPORTS

1) Councilmember Siddons

2) Councilmember Coleman

3) Councilmember Gleason

4) Councilmember Grengs

5) Mayor Litfin

11. ANNOUNCEMENTS

12. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION:

Sports Facilities Companies

UPCOMING CALENDAR OF EVENTS/MEETINGS

Park Board April 17, 2025, at 5:30 p.m.
City Council April 21, 2025, at 6:00 p.m.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	March 17, 2025, City Council Minutes
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action (if any) : None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Motion to approve the March 17, 2025 City Council Minutes	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i> Approve the March 24, 2025, City Council Minutes	
ATTACHMENTS: 1. March 17, 2025 Council Minutes	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

CITY OF WACONIA
MARCH 17, 2025

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

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

Staff Present: Shane Fineran, Jackie Schulze, Nicole Meyer, Nevin Waldron, Jon Haukaas, and Lane Braaten

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

Motion by Coleman second by Siddons to Adopt the Agenda as Published.
MOTION CARRIED

4) **VISITOR’S PRESENTATIONS, PETITIONS, CORRESPONDENCE**

Trevor Novotny, Field Operations Supervisor at the Jordon Facility, Metropolitan Mosquito Control District. This district covers Scott County and Carver County. This division is governed by a board of 18 elected County Commissioners, covers approximately 2,900 square miles of service area and is funded by property taxes. The median home pays approximately \$11 per year. This district offers mosquito and tick surveillance, and control as well as public outreach. Control methods are broken down by larvae control, adult control, and reducing breeding habitat—mostly by helicopters. New for this year, the public will see the drone flying in the Waconia area.

Rochelle Eichner, Kris Lamkin, and Holly Meyers representing the Eva Sophia Project. The Eva Sophia Mission is to build in a pocket community for adults with developmental disabilities. With the goal of having a safe place to call home where they can live, work, and play. In the City’s 2040 Comprehensive plan, the City addresses the Olmstead Act for Transforming Disability Rights and the Eva Sophia Project is looking to partner with the City to make the Olmstead Act a reality for the residents of Waconia and Carver County.

5) **PUBLIC HEARINGS**

5.1 **2025 Fee Schedule Ordinance Amendment**

Cover Page

Ordinance No. 780 Amending Chapter 110 & 1101 of the Code Relating to Permits, Licenses and Fees

[Resolution No. 2025-087 Approving Summary Publication of Ordinance No. 780](#)

[Chapter 1101 Building Permit Fee Updates With Mark-Ups](#)

[Chapter 1100 Fee Schedule With Updates](#)

Motion by Grengs second by Coleman to Open the 2025 Fee Schedule Ordinance Amendment Public hearing.
MOTION CARRIED

Nicole Meyer, Finance Director, stated that under Minnesota law, the City must hold a public hearing before a zoning ordinance is amended. Chapter 1100 and Chapter 1101 of the City's Code contains zoning and land use charged by the City. Changes to these types of fees require a public hearing. The two fees under consideration are the water utility trunk fees with an increase of \$5,100 to \$6,500 per unit and the demolition permit fee for residential homes with a recommendation of \$100 flat fee per permit.

Motion by Siddons second by Gleason to Close the 2025 Fee Schedule Ordinance Amendment Public hearing.

Motion by Grengs second by Coleman to Approve Ordinance #780 Amending Chapter 110 and 1101 of the Code Relating to Permits, Licenses, and fees.

[5.2 Annexation Petition - 9550 Little Avenue, 9780 Little Avenue & 10080 Little Avenue](#)

[Cover Page](#)

[Resolution No. 2025-088 Annexation 9550 Little Avenue, 9780 Little Avenue, and 11080 Little Avenue, Laketown Township](#)

[Public Hearing Notice Holbrook](#)

Motion by Coleman second by Siddons to open the Public Hearing for the Annexation Petition of 9550 Little Avenue, 9780 Little Avenue, and 10080 Little Avenue.
MOTION CARRIED

Lane Braaten, Community Development Director, stated that the property owners submitted a petition for annexation in association with the Holbrook residential development. The land under consideration is 9550 Little Avenue, 9780 Little Avenue, and 10080 Little Avenue. Laketown Township approved on March 10, 2025. If approved, this item will go to the State and upon State approval these properties will become part of the City.

Motion by Coleman second by Gleason to close the Public Hearing for the Annexation Petition of 9550 Little Avenue, 9780 Little Avenue, and 10080 Little Avenue.
MOTION CARRIED

Motion by Grengs second by Coleman to Adopt Resolution No. 2025-088 Annexation 9550 Little Avenue, 9780 Little Avenue, and 10080 Little Avenue, Laketown Township.
MOTION CARRIED

6) [ADOPT CONSENT AGENDA](#)

6.1 Approve City Council Minutes March 3, 2025

[Cover Page](#)

[March 3, 2025 City Council Minutes](#)

6.2 Approve March 17, 2025 Expenditures

[Cover Page](#)

6.3 Approve Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred February 2025

[Cover Page](#)

6.4 Approve Rink Management Services Corporation Safari Island Community Center Expenditures Incurred February 2025

[Cover Page](#)

6.5 Contractor Pay Request #4 - Water Treatment Facility Piping Modifications

[Cover Page](#)

[Water Treatment Facility Piping Modifications Pay Request #4](#)

6.6 Approve Contract for Test Well Drilling

[Cover Page](#)

[Resolution No. 2025-089 Authorizing Award of Contract for Test Well Drilling](#)

[Test Well Award Letter 03-03-2025](#)

[Proposal for Test Borings](#)

6.7 Authorizing Approval of Sale or Disposal of Surplus Equipment

[Cover Page](#)

[Resolution No. 2025-090 Approving Surplus Equipment and Sale](#)

6.8 Hot Water Tank/Softener/Filter Replacement Project - Waconia Ice Arena

[Cover Page](#)

[Resolution No. 2025-091 Approving Capital Project at Ice Arena for Hot Water Tank, Softener, and Filter Replacement](#)

[Quote for Storage Tanks and Softeners with PSM Company](#)

[Quote for Water Heater with Peterson Treatment Company](#)

6.9 Swipeclock Workforce Management Software (Applicant Tracking)

[Cover Page](#)

[Resolution No. 2025-092 Approving Workforce Management Software with Swipeclock](#)

[Quote for Workforce Management Software with Swipeclock](#)

6.10 League of Minnesota Cities Insurance Trust - Tort Liability Waiver - 2025-2026 Policy Renewal

[Cover Page](#)

[League of Minnesota Cities Liability Coverage Waiver Form](#)

6.11 Comprehensive Plan Amendment - Holbrook Land Use Update

[Cover Page](#)

[Resolution No. 2025-093 Approving Comprehensive Plan to the Metropolitan Council](#)

[Public Hearing Notice Comp Plan Amendment Holbrook](#)

[Comparison Images](#)

6.13 Special Event Permit - Lake Waconia Band Festival

[Cover Page](#)

Resolution No. 2025-094 Approving se of Streets, Parade Permit, and Food Trucks for the Waconia Band Festival

Special Event Permit Application Band Festival

6.14 Application for Exempt Permit for Carver County Pheasants Forever

Cover Page

Resolution No. 2025-095 Approving Exempt Permit Carver County Pheasants Forever

6.15 Application for Exempt Permit for the Waconia Dandy Lions

Cover Page

Resolution No. 2025-096 Approving Exempt Permit Waconia Dandy Lions

Motion by Coleman second by Siddons to Adopt the Consent Agenda as Published.
MOTION CARRIED

7) COUNCIL BUSINESS

7.1 Legislative Update

Cover Page

Mayor Litfin stated the Representative Nash is running late and Council will move on to the next agenda item.

7.2 Authorize Request for Qualifications for Professional Services for the Design and Construction Administration of Water Treatment Plant No. 4.

Cover Page

Resolution No. 2025-097 Authorizing Request for Qualifications for Design and Construction Administration of Water Treatment Plant No. 4

Construction of Water Treatment Plant No. 4 Request for Qualifications

Jon Haukaas, Public Services Director, stated that with the acceptance of the Water Supply Plan Update and subsequent discussion of expanding the Water System for the future growth of the City, the next step is to contract with an experienced engineering firm to design a new water treatment plant including contract administration and support during construction.

Staff has prepared a Request for Qualifications document to be sent to select qualified firms giving the opportunity to propose on this project. This evaluation would be primarily on the qualifications and experience of the firms submitted. The evaluation will include interviewing the design and construction support teams proposed. Final cost will be negotiated with the most qualified consultant team and then request contract approval by the Council.

Mayor Litfin stated this is a contract for professional services and that the Council is not authorizing the construction or building of this project. The Mayor also suggested a public open house to educate the public on this project. Jon added that in the City's proposal there are four required presentations to update the Council and the Public on the development of the project. There will be public outreach within the entire process.

Motion by Gleason Second by Coleman to Adopt Resolution No. 2025-097 Authorizing Request for Qualifications for Design and Construction Administration of Water Treatment Plant No. 4
MOTION CARRIED

7.3 Approve Purchase of Water Maintenance Division Half Ton Pickup

Cover Page

Resolution No. 2025-098 Authorizing Acquisition of Half-Ton Truck Maintenance Vehicle for Water Division

Jon stated that on December 18, 2024, the Council authorized the solicitation of pricing for equipment acquisition. The 2025 Capital Improvement Plan identified \$44,000 for the purchase of a half-ton pickup truck to be used in the Water Division. This vehicle will be used primary by the Utility Division Supervisor. Staff requested quotes from both local vendors and through the Minnesota State Cooperative Purchasing Contract system. New contract pricing was released on March 5, 2025. Currently there are 29 staff in public services and 19 vehicles.

Motion by Coleman second by Siddons to Adopt Resolution No.2025-098 Authorizing Acquisition of Half-Tone Truck Maintenance Vehicle for Water Division
MOTION CARRIED

8) ITEMS REMOVED FROM CONSENT AGENDA

None

9) STAFF REPORTS

Lane provided the Council with an update on the 2024 Land Use Summary Report. In 2024 permits increased by approximately 300 due to e-permits and available staff. The construction value decreased by approximately \$19.4 million due to larger projects in 2022 and 2023. The e-permits are still trending up and are a good tool for residents. Last

year the City issued 104 single family home permits and 22 town home permits. The residential lot inventory is at 284 single family lots and 35 townhouse lots. Commercial Lot investment is 37.26 acres throughout the community. Industrial Lot inventory is at eight parcels totaling 7.65 acres.

The Council thanked Lane, Brenda, and Dave for all their work and doing a great job.

10) BOARD REPORTS

Council Member Gleason: Nothing to report

Council Member Siddons: Will be attending the Park Board Meeting on March 20th.

Council Member Grengs: Nothing to report

Council Member Coleman: Nothing to report

Mayor Litfin: March 4th attended the Waconia Ministerial Association

March 6th attended the monthly Chamber Coffee Connection

11) ANNOUNCEMENTS

Jackie Schulze, Assistant City Administrator reminded Council and residents to save the date for the Public Services Department Open House scheduled for May 17, 2025, which is a kick-off to National Public Services Week.

Jackie stated that the City received numerous applications for the Stewardship Award and the Council will review the applications at their next Work Session Meeting. The winner will be announced at May 5, 2025, Council meeting.

12) ADJOURN REGULAR MEETING

Motion by Siddson second by Grengs to adjourn the March 17, 2025, Waconia City Council meeting at 7:30 p.m.

MOTION CARRIED

Tim Litfin Mayor

ATTEST: _____

Sue Schwalbe, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 7, 2025	
Item Name: March 24, 2025, City Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action (if any) : None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (<i>Include motion text in proper format</i>): Motion to approve the March 24, 2025, City Council Minutes	
EXPLANATION OF AGENDA ITEM (<i>Include a description of background, benefits, and recommendations</i>):	
Approve the March 24, 2025, City Council Minutes	
ATTACHMENTS: 1. March 24, 2025 Council Minutes	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	

CITY OF WACONIA
MARCH 24, 2025

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

Council Members Present: Grengs, Coleman, Siddons, and Mayor Litfin.
Council Members Absent: Nick Gleason

Staff Present: Shane Fineran, Jackie Schulze, Nevin Waldron, and Jon Haukaas

2) **PLEDGE OF ALLEGIANCE**

3) **ADOPT AGENDA**

Motion by Coleman second by Siddons to Adopt the Agenda as Published.
MOTION CARRIED

4) **VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**

None

5) **ADOPT CONSENT AGENDA**

None

6) **COUNCIL BUSINESS**

6.1 **City Hall Facility Improvements: Furniture Order**

Cover Page

Resolution No. 2025-099 Approving Office Furniture Order as Part of CIP Project No. 688

Q711312 Q2 City Hall 2025 03-20-2025

Q711318 Maple Conference Room 03-21-2025

Q710268 PUBLIC SERVICE OFFICES 03-20-2025

Jackie Schulze, Assistant City Administrator, stated that staff received notice from the supplier that there will be price increases effective March 27th. In 2021, Council directed staff to break this project into phases which have been completed over the last few years. In January 2025, Council directed staff to acquire quotes for paint, furniture, and carpet. The paint and carpet quotes will be brought to the Council at the April 7th meeting. This will be updating the furniture for the private offices, the Maple Conference Room, as well as adding a set of cubicles in the front desk area. This also includes the furniture for the

Public Services Director's office and front space. By combining these orders will save the City design and shipping costs. This vendor is on the State contract.

Motion by Grengs second by Siddons to Adopt Resolution No. 2025-099 Approving Office Furniture Order as Part of CIP Project No. No. 688.
MOTION CARRIED

6.2 [Accept Bids and Award the Contracts for the 2025 Downtown Phase 3 Reconstruction and the Purchase of Lighting Equipment.](#)

[Cover Page](#)

[Resolution No. 2025-100 Authorizing Award of Construction Contract for the 2025 Downtown Reconstruction Phase 3 to GMH Asphalt Corporation](#)

Jon Haukaas, Public Services Director, stated that four prime bids were opened on March 20th. Bolton & Menk and staff have reviewed all bids and recommend the low bid from GMH Asphalt. GMH Asphalt was the contractor for Phase 1 of this project as well as other projects in the City. The pre-construction meeting will be scheduled within the next two weeks.

Mayor Litfin requested a breakdown of the Phases of this portion of the project. Haukaas stated that Stage 1 is 1st Street from Olive Street to the west beginning in May removing the asphalt and doing the utility work. Stage 2 will be on Olive Street from north of 1st to the alley between 1st street and 2nd street. There will be smaller focused areas to minimize the impact to the adjacent businesses. Stage 3 will be south of the alley and all of 2nd street. All in coordination with the apartment project. The storm water tank will now be done early in the project. There will be on-going coordination with all businesses. Jon also explained the incentives within the contract to meet completion dates.

The Mayor is requesting possible removal of the bump out in front of the theatre to capture more parking spaces.

Motion by Coleman second Grengs to Adopt Resolution No. 2025-100 Authorizing Award of Construction Contract for the 2025 Downtown Reconstruction Phase 3 to GMH Asphalt Corporation
MOTION CARRIED

[Resolution No. 2025-101 Accepting Bids and Approving the Purchase of 2025 Street Lighting Equipment](#)

[03-20-2025 Downtown Reconstruction Phase 3 Award](#)

Jon Haukaas, Public Services Director, stated this bid was also opened on March 20th. Requests were sent to four local suppliers and the City received two. Staff recommend the low bid received from Border Electric. Staff are requesting approval at this time as there is a 12-14 week lead time on this equipment.

Motion by Siddons second by Grengs to Adopt Resolution No. 2025-101 Accepting Bids and Approving the Purchase of 2025 Street Lighting Equipment
MOTION CARRIED

7) ITEMS REMOVED FROM CONSENT AGENDA

None

8) STAFF REPORTS

None

9) BOARD REPORTS

Council Member Siddson: None

Council Member Grengs: None

Council Member Coleman: Thanked staff for the great turnout for the Social District Information Meeting/Open House and is hopeful to move forward with this project.

Mayor Litfin: None

10) ANNOUNCEMENTS

None

11) ADJOURN REGULAR MEETING

Motion by Coleman second by Grengs to adjourn the March 24, 2025, Waconia City Council meeting at 5:15 p.m.
MOTION CARRIED

Tim Litfin, Mayor

ATTEST: _____

Sue Schwalbe, Office Assistant



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025		
Item Name:	Approve the April 7, 2025 Expenditures		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action (if any) : None			
Item Type:			
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Approve the 04-07-2025 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 April 7, 2025. Payments are made to vendors via check, electric payment, and through the City's purchasing card program.			
ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other: More sample text.	
_____ Amendment Required			



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 7, 2025	
Item Name: Fire Station Pay Request #28 with Kraus-Anderson	
Originating Dept: Administration	
Presented By:	
Previous Council Action (if any) :	
Item Type:	Discussion
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i>	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other: More sample text.
_____ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 7, 2025	
Item Name:		Fire Station Pay Request #29 with Kraus-Anderson	
Originating Dept:		Administration	
Presented By:		Nicole Meyer	
Previous Council Action (if any) : None			
Item Type:	Discussion		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Motion to Approve Fire Station Pay Request #29 with Kraus-Anderson			
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>			
Kraus-Anderson Construction Co. has reviewed the contractor pay request #29 for the new fire station project. The contractors requesting payment are as follows: Ford Metro, Inc. \$11,464.35 The total amount of the contractor payments for this request is \$11,464.35. Retainage remains due for each contractor until the project is complete and upon review of liquidated damages.			
ATTACHMENTS:			
None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☐ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other: More sample text.	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 7, 2025	
Item Name: Water Treatment Facility Piping Modifications Pay Request #5	
Originating Dept: Finance	
Presented By: Amanda Ortloff	
Previous Council Action (if any) : Resolution No. 2024-209 Authorizing Award of Contracts for the Construction of Well #9 and Associated Water Treatment Plant 3 Piping Modifications	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Motion to approve Pay Request #5 to Municipal Bilders, Inc. for the Water Treatment Facility Piping Modifications	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i> Staff has reviewed the contractor pay request for the Water Treatment Facility Piping Modifications and recommends payment of \$44,613.90 based on the engineering request for payment. This payment represents approximately 47.9% of the total approved contract for the project.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
Water Budgeted	Personnel Committee:
Non-Budgeted	Other: More sample text.
Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025																												
Item Name:	Replacement One-Ton Dump Truck and Snow Equipment																												
Originating Dept:	Public Services																												
Presented By:	Jon Haukaas, Mike Dressel																												
Previous Council Action (if any) : Adopt Resolution No. 2024-062 Authorizing Staff to Solicit Pricing 2025 Capital Project 535 and Equipment Acquisitions.																													
Item Type:	Consent																												
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-102 Approving Purchase of One-Ton Vehicle																													
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>																													
The City Council authorized the solicitation of pricing for equipment acquisition at the December meeting. The 2025 Capital Improvement Plan identifies \$141,000 for the replacement of Truck #4 F550 One-Ton Dump Body with Plow and Spreader. Staff solicited quotes from Furry Ford in Waconia, and Morrie's Ford in Buffalo for the chassis. C solicited from Rec Tech Sales & Services and SnowplowsPlus for the front plow and from Towmaster body and spreader. The quotes for the truck chassis include platform-style running boards, chrome front bumper, bright start. The quote from Rec Tech and SnowplowsPlus is for a Boss 8-10' EXT Expandable Straight Blade utilize all V-style Boss plows in various sizes. This would be the only Boss straight blade plow. F connected to any other Boss style mounting hitches that we currently have in our fleet. The quote from Towmaster includes the dump body, spreader, warning lights, and controls to operate equipment.																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Vendor</u></th> <th style="text-align: right;"><u>Quote</u></th> <th style="text-align: left;"><u>Trade Value</u></th> <th style="text-align: right;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>Morrie's Ford Buffalo</td> <td style="text-align: right;">\$57,700.00</td> <td style="text-align: right;">\$25,000.00</td> <td style="text-align: right;">\$32,700.00</td> </tr> <tr> <td>Fury Ford Waconia</td> <td style="text-align: right;">\$57,705.00</td> <td style="text-align: left;">No Trade Value Given</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>SnowplowsPlus</td> <td style="text-align: right;">\$10,763.00</td> <td style="text-align: left;">N/A</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>Rec Tech Sale & Service</td> <td style="text-align: right;">\$10,730.75</td> <td style="text-align: left;">N/A</td> <td style="text-align: right;">\$10,730.75</td> </tr> <tr> <td>Towmaster</td> <td style="text-align: right;">\$70,646.00</td> <td style="text-align: left;">N/A</td> <td style="text-align: right;">\$70,646.00</td> </tr> <tr> <td>Total Project Cost</td> <td></td> <td></td> <td style="text-align: right;">\$114,076.75</td> </tr> </tbody> </table>		<u>Vendor</u>	<u>Quote</u>	<u>Trade Value</u>	<u>Total</u>	Morrie's Ford Buffalo	\$57,700.00	\$25,000.00	\$32,700.00	Fury Ford Waconia	\$57,705.00	No Trade Value Given	N/A	SnowplowsPlus	\$10,763.00	N/A	N/A	Rec Tech Sale & Service	\$10,730.75	N/A	\$10,730.75	Towmaster	\$70,646.00	N/A	\$70,646.00	Total Project Cost			\$114,076.75
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Staff recommend the City purchase the Ford F550 chassis from Morrie's Ford in Buffalo and trade in the current vehicle. After reviewing comparable trucks that are the same age and in the same condition, staff agrees that \$20,000 is a fair value for this vehicle.

Staff recommend that the city purchases the Boss EXT Expandable Straight Blade from Rec Tech Sales and the body, spreader, warning lights and controls from Towmaster in the amount of \$114,076.75

ATTACHMENTS:

1. Resolution No. 2025-102 Authorizing Acquisition of Replacement One-Ton Vehicle
2. Quote from Morie's Ford
3. Quote from RecTech Sales
4. Quote from Towmaster

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

**CITY OF WACONIA
RESOLUTION NO. 2025-102**

**RESOLUTION AUTHORIZING ACQUISITION OF A REPLACEMENT
ONE-TON VEHICLE WITH A DUMP BODY, PLOW
AND SPREADER FOR THE STREETS DIVISION - PROJECT NO. 535**

WHEREAS, replacement of one-ton dump truck Unit #42 is in the 2025 Capital Investment Plan; 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 \$141,000; and

WHEREAS, pricing for a new one-ton chassis was solicited as direct quotes from a local dealership and also utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, pricing for a new snowplow was solicited as direct quotes from two vendors utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, pricing for a dump body, spreader, and warning lights from one vendor utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, Staff recommend trading in Unit #42 and the approval of the acquisition of the 2025 F550 from Morrie's Ford in Buffalo, plus the Boss EXT snowplow from Rec Tech Sales & Service, and the dump body, sander and warning lights from Towmaster.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of equipment from Morrie's Ford in Buffalo, Rec Tech Sales & Service, and Towmaster Inc in the amount of \$114,076.75

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



Preview Order 2000 - F5H 4x4 Reg Chas Cab DRW : Order Summary Time of Preview: 03/03/2025
 12:28:11 Receipt: 2/24/2025

Dealership Name : Morrie's Buffalo Ford

Sales Code : F58631

Dealer Rep.	Michael Schuetz	Type	Fleet	Vehicle Line	Superduty	Order Code	2000
Customer Name	City waconia	Priority Code	C4	Model Year	2025	Price Level	525

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/145	\$59250	18000# GVWR PACKAGE	\$0
145 INCH WHEELBASE	\$0	ENGINE BLOCK HEATER	\$190
TOTAL BASE VEHICLE	\$59250	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	SNOW PLOW PREP PACKAGE	\$250
CLOTH 40/20/40 SEAT	\$100	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	350 AMP ALTERNATOR	\$0
.XL TRIM	\$0	PRICE CONCESSION INDICATOR	\$0
AIR CONDITIONING - CFC FREE	\$0	DUAL BATTERY	\$210
.AM/FM STEREO MP3/CLK	\$0	REAR VIEW CAMERA & PREP KIT	\$515
.7.3L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
10-SPEED AUTO TORQSHIFT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
225/70R19.5G BSW ALL POSITION	\$0	FUEL CHARGE	\$0
4.88 RATIO LIMITED SLIP AXLE	\$395	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$320	DESTINATION & DELIVERY	\$2095

TOTAL BASE AND OPTIONS	MSRP
DISCOUNTS	\$63625
TOTAL	NA
	\$63625

#57,375

SHIP TO : F58631

702 E. Highway 55 , Buffalo, MN, 55313-1706

Plus \$325.00 for the Chrome Package
 for a total of \$57,700.00

ORDERING FIN: QV386 END USER FIN: QV386 PO NUMBER: tom waconia

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 07-982S Concession Amount: \$-100.00 BID DATE: 07/30/24 STATE: MN

This order has not been submitted to the order bank.

RecTech Sales & Service Company

PO BOX 57
200 4th Ave SE
Plato MN 55370
(952) 686-8711

Quote

CITY OF WACONIA

201 SOUTH VINE STREET
WACONIA, MN 55387

H (612)205-4527 W

C 612-205-4527

Date
Deal No.
Salesperson Tom Pauly
Lienholder None
Email finance@waconia.org

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	MSRP	Price (Incl factory options)
New	2024	BOSS	8-10' EXT Expandable Straight Blade	\$12,850.00	\$9,637.50

Parts and Labor:	Price	Qty	Ext Price	Dealer Unit Price	\$9,637.50
				Parts & Accessories	\$293.25
				Labor	\$0.00
				Freight	\$0.00
				Dealer Prep	\$800.00

SNOW DEFLECTOR, 10', EXT \$293.25 Dealer

Labor:

Cash Price	\$10,730.75
Trade Allowance	\$0.00
Payoff	\$0.00

Notes:

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$10,730.75
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Trade Information

Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$10,730.75
Cash Down Payment	\$0.00

Amount to Pay/Finance \$10,730.75

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer(s) Signature _____ Dealer Signature _____

Thank You for Your Business!



REV II - - 2/28/25

TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 94200

**** QUOTATION ****

Ship To:	Cust:	2979	Phone:	Bill To:	Phone:
WACONIA, CITY OF				WACONIA, CITY OF	
310 E 10TH ST				201 S VINE ST	
WACONIA		MN 55387	USA	WACONIA	MN 55387

ATTN: TOM RAUSCHER 651-470-4548

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/21/25	2/28/25	0/00/00

Serial No.	
------------	--

Order Comments: **STATE OF MN CONTRACT
 #257425**

Build Instructions F.O.B. LITCHFIELD, MN

Other Instructions **UNDER TAILGATE SANDER CONFIGURATION**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	1997228	- Body 9'6" FSS w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard. Cabshield, 12 VDC Tailgate trip release, & rear mudflaps included. Mill finish, with underside blasted, seam-sealed, primed and painted gloss black.	\$15,096.00	\$15,096.00
4	SPECIAL REQUEST - Special Request Charges for:		\$85.00	\$340.00
	Fab & Weld flatbar steps in board pocket areas of sides, for use as entry step with side folded down. (Ref: Brooklyn Park style)			
1	9901446	- Hoist TMTE 9' 515SF HOIST W/SUB FRAME, MOUNTING KIT, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop. LESS HYDRAULICS	\$3,875.00	\$3,875.00
1	9901455	- INSTALLATION OF DUMP BODY & HOIST FOR for CENTRAL HYD SYS, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
1	9906343	- Vane Pump & Hot-Shift PTO, FORD Gas, 2020 & Newer	\$6,187.00	\$6,187.00
1	9901086	- FORCE AMERICA AAF2010 Sys, w/VT15SS, & 5150EX-9F Control, Hyd Pkg - - to Run Hoist, Sander Auger, & Sander Spinner	\$10,379.00	\$10,379.00
1	9906351	- Adder for MPJC6100-3 GEN5 Ultra (no arm) Control with Closed loop	\$7,135.00	\$7,135.00
1	9906284	- Installation of Electronic Controlled Hyd & control pkg with Hotshift Pto & Vane Pump configuration	\$3,343.00	\$3,343.00
--- Continued ---				

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

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ATTN: TOM RAUSCHER 651-470-4548

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/21/25	2/28/25	0/00/00

Serial No.	
------------	--

1 9901897 - TMTE-6 (2) L32LAF TOP MOUNT LED STROBES, 2 5VA02ZAD REAR STROBES W/GROMMETS INSTALLED	\$1,703.00	\$1,703.00
2 9903685 - Light, Warning, Whelen WIONSMA, Amber LED, surface mount, Each, Installed **NOTE: MOUNTED ON FRONT GRILLE OF TRUCK, WIRED TO OEM SWITCH IN CAB.	\$560.00	\$1,120.00
1 9901583 - Tool Box PRO-TECH 18" x 18" x 30" SINGLE DROP DOOR tool box	\$795.00	\$795.00
1 9901572 - Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX **NOTE: MOUNTED ON RH (CURB SIDE) FRAME RAIL	\$497.00	\$497.00
1 9900147 - Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1 9901703 - Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1 9900211 - Body acc'y Dual "split" sander manifolds AT OUTER SIDES of rear Hitch Plate	\$534.00	\$534.00
1 9904691 - INSTALLATION of (Initial) Single camera system or relocation of OEM **NOTE: RELOCATED TO REAR HINGEPOINT AREA, FOR REVERSE USAGE, WIRED TO OEM HARNESS.	\$426.00	\$426.00
1 9905502 - PreCise ARC Sensor Mount #1126929, only GEN 5 6100	\$60.00	\$60.00
1 9905835 - PreCise ARC Sensor #1117640, only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed	\$734.00	\$734.00
1 9901171 - Fenders M1900 W/Brkts for 19.5" Installed	\$692.00	\$692.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
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310 E 10TH ST				201 S VINE ST	
WACONIA		MN 55387	USA	WACONIA	MN 55387

ATTN: TOM RAUSCHER 651-470-4548

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/21/25	2/28/25	0/00/00

Serial No.	
------------	--

1 9900775 - Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1 9901172 - Hitch Installation of med duty hitch (Weld On)	\$283.00	\$283.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: END OF FRAME.		
1 9902494 - Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
**NOTE: INCLUDES WIRING OF OEM BRAKE CONTROLLER TO SOCKET		
1 9900776 - Hitch PH-20 Pintle Hook installed	\$230.00	\$230.00
1 9900791 - Sander Falls 1ASD-6CDSS-6P-1D-1S-LM, Salt Special 6", SS Unit, LH Discharge, Single Poly Spinner Ass'y, (includes extra salt shield), complete.	\$6,686.00	\$6,686.00
1 9905480 - Pre-Wet SS Prewet Distribution Pipe Thru Sander	\$631.00	\$631.00
**NOTE: FOR FUTURE USAGE. CAP/PLUG BOTH ENDS OF TUBE.		
1 9901718 - Sander Install & dual manifold RH & LH rear	\$1,361.00	\$1,361.00
1 9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$840.00	\$840.00
1 9904950 - Control Add-on Force 5100/6100 Granular Feedback Sensor kit, 512 pulse	\$966.00	\$966.00
1 9901112 - ICC BUMPER	\$232.00	\$232.00
1 9901113 - INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems;		

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 94200

**** QUOTATION ****

Ship To: WACONIA, CITY OF 310 E 10TH ST WACONIA MN 55387 USA	Cust: 2979 Phone:	Bill To: WACONIA, CITY OF 201 S VINE ST WACONIA MN 55387	Phone:
--	------------------------------------	--	---------------

ATTN: TOM RAUSCHER 651-470-4548

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/21/25	2/28/25	0/00/00

Serial No.	
4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.	

Accepted by

Date

SIGN HERE

Price: \$70,646.00

Total Discounts:

Net Cost: \$70,646.00

Freight

Total: \$70,646.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	Morbark Chipper Model BVR16
Originating Dept:	Public Services
Presented By:	Mike Dressel, 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:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED*(Include motion text in proper format)*: Adopt Resolution No. 2025-103 Authorizing Acquisition of Replacement of the 2005 Morbark Chipper, Model 13 Tornado.

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 meeting December 18, 2024. The 2025 Capital Improvement Plan identified \$60,000.00 for the replacement of the 2005 Morbark Chipper, Model 13 Tornado.

In preparation for replacing the current brush chipper, staff have conducted several demos with various brands and models of brush chippers over the past 18 months. Staff ultimately decided on the Morbark Brush Chipper, Model BVR16.

Staff solicited quotes from Trenchers Plus utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing for a 2025 Morbark Brush Chipper, Model BVR16. Trenchers Plus is the only vendor who sells the Morbark brand in our area. The lead time on the new brush chipper is 24 weeks from when the order is placed.

Vendor	Quote	Trade Value	Total
Trenchers Plus	\$81,240.00	\$17,000.00	\$64,240.00

Staff recommend that the city purchases the Morbark Brush Chipper from Trenchers Plus and trade in the 2005 Morbark Chipper. After looking at comparable brush chippers that are the same age and in the same condition, staff agree that \$17,000.00 is a favorable value for the chipper. Staff recognize that this project is \$4,240.00 over budget. CIP Project No.535, truck 42 replacement is under budget by \$26,923.25 and staff would like to use the funds from this project to cover the \$4,240.00 that is over budget.

ATTACHMENTS:

1. Resolution No. 2025-103 Authorizing Acquisition of Replacement Chipper
2. Trenchers Plus Morbark Quote

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

**CITY OF WACONIA
RESOLUTION NO. 2025-103**

**RESOLUTION AUTHORIZING ACQUISITION OF A REPLACEMENT MORBARK
CHIPPER- PROJECT NO. 268**

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

WHEREAS, the replacement of Morbark Chipper is in the 2025 Capital Investment Plan; 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 \$60,000.00; and

WHEREAS, pricing for a new brush chipper was solicited from a local vendor utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, the quote for the replacement unit is \$81,240.00 and the vendor has offered a trade-in value of \$17,000 on our existing unit for a total cost of \$64,240.00; and

WHEREAS, sufficient savings have been realized in other equipment purchases to cover the remaining expense; and

WHEREAS, Staff recommends trading in the 2005 brush chipper and the approval of the acquisition of the 2025 Morbark Chipper, Model BVR16 from Trenchers Plus.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of equipment from Trenchers Plus in the amount of \$64,240.00

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Admin



2309 W Hwy. 13 Burnsville, MN 55337
Ph: 952-890-6000 Fax: 952-890-4563
www.trenchersplus.com

March 21, 2025

City of Waconia
310 10th Street East
Waconia, MN 55387
Attn: Brian Beutow

In line with our conversation, we are pleased to quote the following MN State
Contract for Brush Chippers Contract Number: 203463

1-New Morbark Brush Chipper Model BVR16

Morbark orange urethane paint system

Dual horizontal feed wheel with hydraulic lift assist, manually applied hydraulic down pressure at the control panel, drive bottom feed wheel with torque arm coupler and reversing automatic feed system

Electronic three position control bar

Gauge panel mounted on side of infeed

24" diameter x 24-3/4" wide staggered knife pocket drum with six (6) dual-edged chipper knives

Manual crank swivel discharge with 360° rotation

30-gallon composite fuel tank with sight gauge and drain plug

12-gallon composite hydraulic reservoir with sight gauge and drain plug

6" x 3" tubular steel tongue with hitch plate

7-pin flat electrical connector

9,000# Torsion axle with electric brakes and break-away actuator

Toolbox

Complete set of manuals

PSI 6.0L, 174-HP gasoline engine with Morbark ZeroClutch (centrifugal) in lieu of standard

Freight Set up and delivery **\$ 69,890.00**

Optional Equipment:

18" Hitch Extension \$ 260.00

Amber Strobe Light \$ 500.00

Cone Holder \$ 305.00

3" Pintle Ring in lieu of standard 2-1/2" Pintle Ring \$ 155.00

Hydraulic swivel discharge chute in lieu of standard \$ 1,480.00

Variable Speed In-feed control \$ 455.00

Electric front stabilizer tongue jack \$ 1,625.00

Winch Package \$ 6,570.00

Total Amount with options \$ 81,240.00

2005 Morbark Model 13 Trade in (\$ 17,000.00)

Total amount after Trade \$ 64,240.00

We appreciate the opportunity and look forward to serving your equipment needs.

Sincerely,

**Monty Woolf
Trenchers Plus, Inc.
612-916-0275 Mobile**



MORBARK®

BVR16

**BRUSH
CHIPPER**

MADE FOR *MORE* TO KEEP PACE WITH *YOU!*



Ideal for residential tree services, utility line clearing, vegetation management, maintenance contractors and municipalities, this high-capacity, high-production chipper includes more standard features than any other chipper in its class. Many customer-inspired innovations are featured on the **BVR16 Brush Chipper**, increasing efficiency and safety while reducing operating and maintenance costs.

Remove the anxiety of engaging the chipper drum, damaged drive belts, and burned clutch discs and elevate your operating experience with the exclusive Morbark ZeroClutch.™ Simply start, throttle the machine to full RPM's and engage the feed control bar. The Morbark ZeroClutch features an integrated drum speed sensor that monitors the drum speed and will not allow the clutch to engage if material is lodged between the feed wheel and drum.

FEATURES AND BENEFITS

- Dual horizontal feed wheels with hydraulic lift assist.
- Infeed-mounted control panel for increased jobsite efficiency.
- Modular design makes maintenance and repairs fast and easy.
- Morbark ZeroClutch™ monitors the drum speed and will not allow the clutch to engage if material is lodged between the feed wheel and drum.
- Reverse pivot assembly gives mechanical advantage for increased down pressure.
- Side load anvil for quick adjustment and flipping of the anvil.
- Machine is equipped with reversible counter knives to help decrease drum pocket wear, and helps create a more consistent size chip.





BVR16

BRUSH CHIPPER

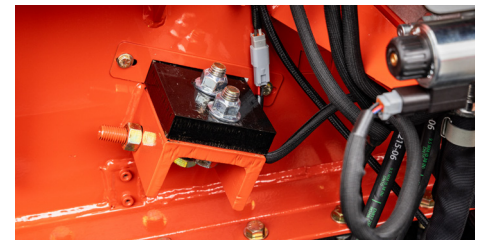
GENERAL	US	METRIC
Height	8'8"	2.6 m
Width	7'1"	2.4 m
Length	17'11"	5.4 m
Gross weight (approximate)	8,500 lb	3,855 kg
Suspension	10,000 lb Torsion	4,535 kg Torsion
Infeed opening (height x width)	34" x 60"	86.4 x 152.4 cm
Throat opening (height x width)	17" x 25 3/8"	43.2 x 64.5 cm
Drum (width x diameter)	24.5" x 24"	62.2 x 61 cm
Engine	PSI, CAT, Deutz	
Horsepower	134-174 HP	99-130 kW
Fuel capacity	30 gallons	113.5 L
Hydraulic capacity	12 gallons	45.4 L
Frame	6" C -Channel	15.2" C -Channel
Tires	(2) 235/75R x17.5"	
Hitch	2.5" Pintle	6.4 cm Pintle



Infeed-Mounted Control Panel



Composite Fuel and Hydraulic Tanks



Side Load Anvil

EQUIPMENT HIGHLIGHTS

- Choice of gas or diesel engine.
- Composite fuel and hydraulic tanks.
- Croft style hitch with multiple height adjustments.
- Staggered knife pocket drum with six (6) dual-edged chipper knives.
- 3 position electronic control bar with dual safety pull cables within infeed.
- 360° manual swivel discharge with multiple locking positions.

OPTIONS INCLUDE

- Bottom Bump Bar
- Cone Holder
- Chocks/Chock Holder
- Flow Control
- Hydraulic Rear Stabilizers
- Manual Rear Stabilizers
- Pusher Paddle
- Rubber Infeed Curtain
- Spare Tire and Mount
- Strobe Light
- Toolbox
- Winch Package
- 12" & 18" Hitch Extension





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	Turf Maintenance Equipment
Originating Dept:	Public Services
Presented By:	Mike Dressel, Jon Haukaas
Previous Council Action (if any) : None	
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion text in proper format)*: Adopt Resolution No. 2025-104 Authorizing Acquisition of Replacement Mowers

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 meeting on December 18, 2024. The 2025 Capital Improvement Plan identified \$40,000.00 for the replacement of the two 2019 Toro Mowers.

In preparation for replacing the two Toro Mowers, staff demoed three different manufacturers of stand-on mowers. They decided that Toro was the best option for our turf maintenance.

Currently, we do not have a sprayer/fertilizer spreader in our fleet of turf equipment. In the past, we have had to contract out this service, which can be challenging with the scheduling of the contractor. Staff would like to purchase a sprayer/ fertilizer spreader since we are under budget. Adding the sprayer/fertilizer spreader would enhance our turf maintenance, by allowing staff to spray and fertilize when needed.

Staff solicited quotes from MTI Distributing utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee the best government pricing for two Toro 52" Grandstand mowers, a SprayMaster Stand-On Sprayer/fertilizer and a Toro 21" Push Mower. MTI Distributing is offering the city \$8,200.00 as a trade-in allowance for the two 2019 Toro mowers. Staff agree that this is a favorable price for the age and condition of the mowers.

Vendor	Quote	Trade Value	Total
MTI Distributing	\$41,390.32	\$8,200.00	\$33,190.32

Staff recommend that the city purchases the two Toro 52" GrandStand mowers, a Toro SprayMaster Stand-On Sprayer/Fertilizer and a Toro 21" Push Mower in the amount of \$33,190.32

ATTACHMENTS:

1. Resolution No. 2025-104 Authorizing Acquisition of Mowers
2. MTI Quote with Trades

3. spec sheet Toro Spraymaster	
4. Toro 52 inch Spec	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other: More sample text.
☐ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2025-104**

**RESOLUTION AUTHORIZING ACQUISITION OF 2-2019 TORO MOWERS AND
APPROVAL TO PURCHASE 1- TORO SPRAYMASTER STAND-ON AND 1- TORO
21" PUSH MOWER- PROJECT NO. 667 & 843**

WHEREAS, the replacement of 2- Toro mowers is in the 2025 Capital Investment Plan and approval to purchase 1- Toro SprayMaster Stand-On Sprayer/Fertilizer and 1- Toro 21" Push Mower; 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 \$40,000.00; and

WHEREAS, pricing for Turf Maintenance Equipment was solicited from a local vendor utilizing the Minnesota State Cooperative Purchasing Contracting system to guarantee best government pricing; and

WHEREAS, Staff recommends trading in 2-2019 Toro mowers and the approval of the acquisition of the 2-Toro 52" GrandStand mowers, 1-Toro SprayMaster Sprayer/Fertilizer and 1-Toro 21" push mower for a total cost of \$ 33,190.32

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acquisition of equipment from MTI Distributing in the amount of \$33,190.32

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



MTI Distributing
Equipment Quote
20-Mar-25



City of Waconia
Mike Mawdsley

Quote Expiration Date: 4/19/2025

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
2	72505	GrandStand - 52" Deck	\$9,732.36	\$19,464.72
2	Matador	Chute Deflector	\$400.00	\$800.00
1	34240	Toro SprayMaster Stand-On 60 Gallon	\$19,141.33	\$19,141.33
1	22298	21" Heavy Duty	\$1,540.30	\$1,540.30
3	147-6255	18" High Flow Blades - 6 pack	\$147.99	\$443.97
Trade Ins				
2019 Toro Zmaster 74946 (656hrs)				(\$5,000.00)
2019 Toro Grandstand 79518 (803hrs)				(\$3,200.00)
			Subtotal	\$33,190.32
			Sales Tax Exempt	\$0.00
			Total	\$33,190.32
MN State Contract # 243333				

Quote is valid for 30 days; pending product availability

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

MTI Distributing, Inc. • 4830 Azelia Ave N • Brooklyn Center, MN

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery.

Name:

Signature:

Date:

TURF RENOVATION

SPRAYMASTER



HORIZON360
CONTRACTOR BUSINESS SOFTWARE

COMPATIBLE



MAXIMUM OF
4.0 Acres
COVERED PER HOUR



Get the job done better, faster
and easier with the Stand-On SprayMaster.

The updated design creates more stability and
balance resulting in less turf tear up and the flip up
hopper allows for easy maintenance. Maximize ground
coverage and reduce fill-up stops with two spray tanks
with up to 60-gallon capacity, 250-pound hopper and
5-gallon fuel tank.

	LEAN-TO-STEER SPREADER/SPRAYER	SPRAYMASTER 24 GALLON STAND-ON	SPRAYMASTER 40 GALLON STAND-ON	SPRAYMASTER 60 GALLON STAND-ON
	34230	34246	34242	34240
POWER AND DRIVE SYSTEM				
Engine*	Kohler® 9.5 hp	16 hp Twin Vanguard	▶ 21 hp Twin Vanguard	
Engine Orientation	Horizontal			
Fuel Capacity	Gas/1.85 Gal (7 L)		5 Gal (18.9 L) w/fuel gauge	
Electric Start	Yes	Yes	Yes	Yes
Transmission	Hydrostatic			
Maximum Forward Speed	5.5 mph (8.6 km/h)	7 mph (11.3 km/h)	▶ 10 mph (16.1 mph)	10 mph (16.1 mph)
SPREADER SYSTEM				
Hopper Size	175 lbs (79.4 kg)	150 lbs (68.0 kg)	▶ 250 lbs (113.4 kg)	250 lbs (113.4 kg)
Fertilizer Capacity	225 lbs (102.1 kg)		2 Rear Boxes - 50 lbs (22.7 kg) each	
Spread Width	Adjustable from 4'-22' (1.2 - 6.7 m)		Adjustable from 3'- 25' (0.9 - 7.6 m)	
Deflector Shield	Molded Plastic	Molded Plastic	Molded Plastic	Molded Plastic
Spinner Motor	Electric	Electric	Electric	Electric
SPRAY SYSTEM				
Pump Capacity	5 GPM		5.3 GPM	
Spray Capacity	20 Gal	24 Gal (2 - 12 Gal)	▶ 40 Gal (2 - 20 Gal)	▶ 60 Gal (2 - 30 Gal)
Spray Width	4 or 10 ft (1.2 or 3.0 m)		2, 4, 6 or 8 ft (0.6, 1.2, 1.8 or 2.4 m)	▶ 2, 4, 6, 8 or 10 ft (0.6, 1.2, 1.8, 2.4 or 3.0 m)
Boom	N/A		3-Section, Bi-Directional Breakaway Wings	
Spot Spray Hose	15 ft (4.6 m) Coil Hose	15 ft (4.6 m) Coil Hose	▶ 75 ft (22.9 m) Hose Reel	
WEIGHTS AND MEASUREMENTS				
Weight	500 lbs. (226.8 kg)	698 lbs. (316.7 kg)	896 lbs. (406.4 kg)	912 lbs. (413.7 kg)
Height	51.5" (130.8 cm)	48" (121.9 cm)	50" (127.0 cm)	50" (127.0 cm)
Width	35.5" (90.2 cm)	36" (91.4 cm)	46" (116.8 cm)	52" (132.1 cm)
Length	67.5" (171.5 cm)	70.5" (179.1 cm)	73" (185.4 cm)	72" (182.9 cm)

*The gross horsepower of these gasoline engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J1995. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower.

▶ = Step Up Feature



FILL UP HOPPER.
Maintenance is a breeze
with the flip up hopper
that provides easy
access to the engine.



LARGE CAPACITY.
Maximize ground
coverage and reduce
fill-up stops with two
spray tanks that hold up
to 60 gallons, 250-pound
hopper capacity, and a
5-gallon fuel tank.



RIDE IN STYLE.
The new design allows
for increase balance and
stability and features
larger wheels, improved
hopper cover, and custom-
stitched knee pad.

GRANDSTAND®

STAND-ON MOWERS

SEE PAGE 2 FOR BATTERY

REVOLUTION SERIES OPTIONS

STAND UP TO ANY TERRAIN.



BUMPY PATCHES AND CHALLENGING TERRAIN ARE ALL IN A DAY'S WORK—but feeling them doesn't need to be. GrandStand® combines the speed and comfort of a zero-turn rider with the on-and-off ease of a walk-behind for speed and maneuverability.

IMPROVE PRODUCTIVITY with easy access on and off the machine—up to 10.5 gallons of fuel capacity on 48", 52", 60" and 72" models—to mow longer with fewer stops.

GAIN SPEED AND PERFORMANCE with a new max forward ground speed of up to 12 mph and responsive solid drive linkage. *(Select models only.)*

SAVE MAINTENANCE AND TIME with no hydraulic hoses, no daily/weekly grease points and a new engine design that allows extra room for service access. The fuel tank can also be removed without draining for easy service access to the transmission and controls.



HORIZON360
CONTRACTOR BUSINESS SOFTWARE

COMPATIBLE



GrandStand® Series helps you save time, money and trailer space with multi-season flexibility and a foldable operator platform.

2.6–5.5

Maximum Acres/Hour

Based on 90% efficiency (MPH x width of cut). Actual productivity dependent upon conditions.



TRACTION AND HANDLING

A wide stance and optimal balance enhance hillside stability and control. Operators can shift weight as needed to further enhance performance.



CUSHIONED SUSPENSION

Flex-Ride operator platform suspension self-compensates for operators of all sizes, resulting in less fatigue and higher productivity throughout the day.



2-IN-1 VERSATILITY

Foldable operator platform instantly converts the machine to a walk-behind. It easily lowers back down when it's time to ride, saving time and trailer space.



POWERED BAGGER

Compact side-mounted soft twin bagger and vertically mounted blower allow maneuverability in tight spaces and maximum visibility.



HIGHER HORSEPOWER

Effortlessly tackle demanding jobs with an upgraded 35 hp* Kawasaki FX1000 999cc engine. (Models 72507 and 72512)

	72504		72518		72505		72519		72513		72509		72520		HDX 72506	
POWER SYSTEM	71504 CARB				71505 CARB								NEW			
Commercial Engines at 3600 RPM*	22 hp Kawasaki FX (726cc)		▶ 23 hp Kohler® Command PRO® EFI (747cc)		22 hp Kawasaki FX (726cc)		▶ 25 hp Kohler Command PRO EFI (747cc)				23.5 hp Kawasaki FX730V (726cc)		Briggs 28 HP (883cc)		31 hp Kawasaki FX921 (999cc)	
Starter	FX (726cc)															
Heavy-Duty Canister Air Cleaner	▶ Standard															
Drive Tires	▶ 20" x 10.5" – 8" (50.8 x 26.7 – 20.3 cm)															
Caster Tires	11" x 4" – 5" Flat-Free Semi-Pneumatic (27.9 x 10.2 – 12.7 cm)														13" x 6.5" – 6" Flat-Free Semi-Pneumatic (33 x 16.5 – 15.2 cm)	
Fuel/Capacity	Gas/10.5-Gal (39.7 L)															
Digital Hour Meter	Standard															
Hydraulic Drive System	▶ Unitized Pumps & Wheel Motors														▶ Unitized Pumps & Wheel Motors	
Pump	10cc/rev															
Wheel Motor	10 cir															
Maximum Forward Speed	▶ 10 mph (16.1 km/h)															
Throttle Control	Manual															
Clutch	Electromagnetic															
MOWING DECKS																
Deck Size	▶ 48" (121.9 cm)		48" (121.9 cm)		▶ 52" (132.1 cm)		52" (132.1 cm)		▶ 60" (152.4 cm)		60" (152.4 cm)		60" (152.4 cm)		52" (132.1 cm)	
Cutting Deck	7-Gauge TURBO FORCE™															
Bullnose Bumper	Standard															
Adjustable Discharge Baffle	Standard															
Rubber Discharge Chute	Standard															
Deck Lift Design	▶ Extension Spring															
Spindle Housings	9 3/8" (23.8 cm) Diameter Cast Aluminum															
1" (2.5 cm) Heavy-Duty Spindle Shaft	Standard															
Spindle Bearings	Maintenance-Free															
Cutting Height	▶ 1.5" – 5.0" (3.8 – 12.7 cm)															
Blades	.204" (.5 cm) Heat-Treated Steel															
Blade Tip Speed	18,500+ ft/min															
Belt Construction	Aramid Fiber V-Belt															
Anti-Scalp Rollers	▶ Optional								▶ Standard							
Carrier Frame Construction	3" x 1.5" x 12-Gauge (7.6 cm x 3.8 cm x 12-Gauge)															
FEATURES																
Steering Controls	Twin Lever															
Operator Platform	Foldable Operator Platform with Suspension															
WEIGHTS AND MEASUREMENTS																
Weight	890 lbs.	403.7 kg	881 lbs.	399.6 kg	898 lbs.	407.3 kg	895 lbs.	406 kg	941 lbs.	426.8 kg	941 lbs.	426.8 kg	941 lbs.	426.8 kg	1061 lbs.	481.3 kg
Height	48"	121.9 cm	48"	121.9 cm	48"	121.9 cm	48"	121.9 cm	48"	121.9 cm	48"	121.9 cm	48"	121.9 cm	50.25"	127.6 cm
Deck Clearance Width	49.5"	125.7 cm	49.5"	125.7 cm	53.5"	135.9 cm	53.5"	135.9 cm	61.5"	156.2 cm	61.5"	156.2 cm	61.5"	156.2 cm	N/A	N/A
Deflector Width	63.5"	161.3 cm	63.5"	161.3 cm	67.5"	171.5 cm	67.5"	171.5 cm	75.5"	191.8 cm	75.5"	191.8 cm	75.5"	191.8 cm	53.5"	135.9 cm
Length (Platform Up)	61"	154.9 cm	61"	154.9 cm	61"	154.9 cm	61"	154.9 cm	65"	165.1 cm	65"	165.1 cm	65"	165.1 cm	71"	180.3 cm
Length (Platform Down)	75"	190.5 cm	75"	190.5 cm	75"	190.5 cm	75"	190.5 cm	79"	200.7 cm	79"	200.7 cm	79"	200.7 cm	85.5"	217.2 cm

* The gross horsepower of these gasoline engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J1995. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower.

	HDX 72510		HDX 72514		HDX 72517		HD+ 72507		HD+ 72512		HDM 74534		HDM 74532		HDM 74535	
POWER SYSTEM							NEW		NEW		79534 CARB		NEW		NEW	
Commercial Engines at 3600 RPM*	31 hp Kawasaki FX921 (999cc)		37 hp Briggs & Stratton® Vanguard® EFI w/Oil Guard (993cc)		37 hp Briggs & Stratton® Vanguard® EFI w/Oil Guard (993cc)		35 hp Kawasaki FX1000 (999 cc)				15 hp Kawasaki® FS (603cc)		18.5 hp Kawasaki FS600V (603 cc)			
Starter	Electric						Electric				Electric		Electric			
Heavy-Duty Canister Air Cleaner	▶ Standard						▶ Standard				N/A		▶ Standard			
Drive Tires	▶ 24" x 12" – 12" Turf (61 x 30.5 – 30.5 cm)						20 in. x 10.5 in. - 8 in. (50.8 cm x 26.7 cm - 20.3 cm)				18" x 8.5" – 8" (45.7 x 21.6 – 20.3 cm)		21 in. x 7 in. - 10 in. (53.3 cm x 17.7 cm - 25.4 cm)			
Caster Tires	13" x 6.5" – 6" Flat-Free Semi-Pneumatic (33 x 16.5 – 15.2 cm)						11" x 4" – 5" Flat-Free Semi-Pneumatic (27.9 x 10.2 – 12.7 cm)				11" x 4" – 5" Flat-Free Semi-Pneumatic (27.9 x 10.2 – 12.7 cm)		9 in. x 4.5 in. - 5 in. Semi-Pneumatic (22.8 cm x 11.4 cm - 12.7 cm)			
Fuel/Capacity	Gas/10.5-Gal (39.7 L)						Gas/10.5-Gal (39.7 L)				Gas/7.8-Gal (29.5 L)		Gas/5-Gal (18.9 L)			
Digital Hour Meter	Standard						Standard				Standard		Standard			
Hydraulic Drive System	▶ Unitized Pumps & Wheel Motors						▶ Unitized Pumps & Wheel Motors				Pumps & Wheel Motors		▶ Unitized Pumps & Wheel Motors			
Pump	13cc/rev						10 cc/rev				10cc/rev		13cc/rev			
Wheel Motor	13cc/rev						10 cc/rev				10 cir		13cc/rev			
Maximum Forward Speed	▶ 12 mph (19.3 km/h)						▶ 12 mph (19.3 km/h)				8 mph (12.9 km/h)		7.5 mph (12.0 km/h)			
Throttle Control	▶ Electronic						▶ Electronic				Manual		▶ Electronic			
Clutch	Electromagnetic						Electromagnetic				Electromagnetic		Electromagnetic			
MOWING DECKS																
Deck Size	60" (152.4 cm)		60" (152.4 cm)		▶ 72" (182.9 cm)		52" (132.1 cm)		60" (152.4 cm)		36" (91.4 cm)		32" (81.2cm)		36" (91.4 cm)	
Cutting Deck	7-Gauge TURBO FORCE®						7-Gauge TURBO FORCE®				7-Gauge TURBO FORCE®		7-Gauge TURBO FORCE®			
Bullnose Bumper	Standard						Standard				Standard		Standard			
Adjustable Discharge Baffle	Standard						Standard				Standard		Standard			
Rubber Discharge Chute	Standard						Standard				Standard		Standard			
Deck Lift Design	▶ Extension Spring						▶ Extension Spring				Compression Spring		▶ Extension Spring			
Spindle Housings	9 3/8" (23.8 cm) Diameter Cast Aluminum						9 in / 22.9 cm Diameter Cast Aluminum				Cast Iron		7.75 in/19.7cm Dia Cast Aluminum			
1" (2.5 cm) Heavy-Duty Spindle Shaft	Standard						Standard				Standard		Standard			
Spindle Bearings	Maintenance-Free						Maintenance-Free				Maintenance-Free		Maintenance-Free			
Cutting Height	▶ 1.5" – 5.0" (3.8 – 12.7 cm)						▶ 1.5" – 5.0" (3.8 – 12.7 cm)				1.0" – 5.0" (2.5 – 12.7 cm)		1.0" - 4.5" (2.54 - 11.4 cm)			
Blades	.204" (.5 cm) Heat-Treated Steel						.204" (.5 cm) Heat-Treated Steel				.25" (.6 cm) Heat-Treated Steel		.204" (.5 cm) Heat-Treated Steel			
Blade Tip Speed	18,500+ ft/min						18,500+ ft/min				18,500+ ft/min		18,500+ ft/min			
Belt Construction	Aramid Fiber V-Belt						Aramid Fiber V-Belt				Aramid Fiber V-Belt		Aramid Fiber V-Belt			
Anti-Scalp Rollers	Standard						Optional		Standard		N/A		Rear Only - Standard			
Carrier Frame Construction	3" x 1.5" x 12-Gauge (7.6 cm x 3.8 cm x 12-Gauge)						3" x 1.5" x 12-Gauge (7.6 cm x 3.8 cm x 12-Gauge)				3" x 1.5" x 12-Gauge (7.6 cm x 3.8 cm x 12-Gauge)		3"x1.5"x10-Gauge (7.6cmx3.8cmx10-Gauge)			
FEATURES																
Steering Controls	Twin Lever						Twin Lever						Twin Lever			
Operator Platform	Foldable Operator Platform with Suspension						Foldable Operator Platform with Suspension						Foldable Operator Platform with Suspension			
WEIGHTS AND MEASUREMENT																
Weight	1091 lbs.	494.9 kg	1100 lbs.	499.0 kg	1193 lbs.	541.1 kg	949 lb	430 kg	1004 lb	455 kg	833 lbs.	377.8 kg	702 lbs	318.4 kg	779 lbs	353.3 kg
Height	50.25"	127.6 cm	50.25"	127.6 cm	50.25"	127.6 cm	48"	122 cm	48"	122 cm	48"	121.9 cm	47.3"	120.1 cm	47.3"	120.1 cm
Deck Clearance Width	N/A	N/A	N/A	N/A	N/A	N/A	54"	137 cm	62"	158 cm	37.6"	95.5 cm	N/A	N/A	N/A	N/A
Deflector Width	61.5"	156.2 cm	61.5"	156.2 cm	73.75"	187.3 cm	68"	172 cm	76"	193 cm	51.6"	131.1 cm	44.9"	114 cm	48.0"	122 cm
Length (Platform Up)	73.5"	186.7 cm	61.5"	156.2 cm	73.75"	187.3 cm	61"	145 cm	65"	164 cm	61"	154.9 cm	58.1"	147.5 cm	58.1"	147.5 cm
Length (Platform Down)	88.0"	223.5 cm	75.25"	190.5 cm	87.75"	222.9 cm	75"	191 cm	79"	201 cm	74"	188 cm	N/A	N/A	N/A	N/A

* The gross horsepower of these gasoline engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J1995. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025		
Item Name:	Submit to the Department of Labor and Industry Safety Grant Program		
Originating Dept:	Public Services		
Presented By:	Mike Dressel, Jon Haukaas		
Previous Council Action (if any) : None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-105 Authorize Staff to Prepare and Submit a Grant Application to Minnesota Department of Labor and Industry for the Safety Grant Program to support the purchase of a tailgate lift.			
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i> Currently in the Public Services Department there is only one lift gate/tailgate in the fleet, which is currently on a truck in the Parks Department. Staff would like to add a liftgate to unit# 71 in the Utility Department. The liftgate/tailgate are utilized to lift lawn mowers, snowblowers, plate compactors, gate valves, manhole casting and various other equipment that is needed in all departments of the city. A liftgate currently costs around \$5,000.00. Therefore, Staff are requesting to apply for this grant, which is due for submittal on April 15th, 2025. The difference in this application is the required 50/50 match. The matching funds are available in the 2025 Capital Equipment budget. Staff recommend approval of this request with the hopes of offsetting some of the cost to the city.			
ATTACHMENTS: 1. Resolution No. 2025-105 Approve Submittal of Grant			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
<u> X </u>	Budgeted	Personnel Committee:	
<u> </u>	Non-Budgeted	Other: More sample text.	
<u> </u>	Amendment Required		

**CITY OF WACONIA
RESOLUTION NO. 2025-105**

**RESOLUTION AUTHORIZING APPROVAL OF
STAFF TO SUBMIT TO THE DEPARTMENT OF
LABOR AND INDUSTRY GRANT PROGRAM**

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

WHEREAS, staff have identified a need for a second tailgate lift for installation on an existing one-ton truck to assist with lifting equipment as the current lift is heavily used by all staff; and

WHEREAS, the tailgate lift would improve safety for our staff and help to eliminate sprains and strains from lifting heavy equipment; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes staff to submit a Safety Grant to the Department of Labor and Industry for the purchase and installation of liftgate equipment.

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 7, 2025	
Item Name: Special Event Permit - Memorial Day Parade	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action (if any) : None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-106 Approving Special Event Permit and Use of Parks for Memorial Day Parade	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>	
The Waconia American Legion Post #150 will conduct its annual Memorial Day parade and ceremony on May 26, 2025. The band and color guard will assemble in Lot 1 and proceed from Vine Street to Main Street, then eastward to City Square Park. Staging will occur at 10:30 a.m., the parade will begin at 10:45 a.m., and the program will begin at 11:00 a.m. at City Square Park. There are no street closures or parking restrictions requested as part of the parade.	
ATTACHMENTS: 1. Resolution No. 2025-106 Approving Parade Route for Memorial Day Parade 2. Special Event Permit Application	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: Park Board: Personnel Committee: Other: More sample text.

**CITY OF WACONIA
RESOLUTION NO. 2025-106**

**RESOLUTION APPROVING PARADE ROUTE FOR
THE AMERICAN LEGION POST #150**

\\WHEREAS, City Ordinances allows for the use of streets for a parade by permit; and,

WHEREAS, the American Legion Post #150 is requesting to conduct a parade of color guard and band on Monday, May 25, 2025, utilizing a route from Lot I. Vine Street South to Main Street and east to City Square Park from 10:30 a.m. to approximately 11:00 a.m.; and,

WHEREAS, the parade will not require any street closure or parking restrictions.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the parade route permit.

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

Tim Litfin, Mayor

Attest _____
Jackie Schulze. Assistant City Admin



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 MIKE		2. Last Name WARNER	
3. Primary Telephone Number 952-442-2814	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number	6. Type of Phone: ☐ Cell ☐ Business ☒ Home ☐ Other
7. Email Address			
8. Please send official notices relating to this license to: ☐ Mailing Address ☐ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	

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

10. First Name MIKE		11. Last Name WARNER	
12. Primary Telephone Number 952-442-2814	13. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
16. Email Address		17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit AMERICAN LEGION POST #150
19. Email Address

20. Mailing Address 4 MAIN STREET EAST, SUITE 1	21. City WACONIA	22. State MN	23. Zip Code 55387
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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

26. Business Federal Tax ID Number/Tax Exempt Number	27. Business State Tax ID Number
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28. Business Address	29. City	30. State	31. Zip Code
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Section 3. Event Information – attach additional sheets as needed for any questions**A. Event Basics**

32. Name of Event MEMORIAL DAY PARADE	
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 3/24/2025	
34. Time of Event 11:00 A.M.	35. Set up start time and clean up finish time 10:30 AM - 12:00 P.M.

36. Location of Event –Street Address	37. City	38. State	39. Zip Code
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 The band and color guard will assemble in Lot 1 and proceed from Vine Street, eastward on 1st Street 1			
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-	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any N/A	46. Purpose of event proceeds (if applicable) N/A		
47. Describe how attendance will be monitored and limited if necessary N/A			
48. Describe any entertainment being provided N/A			

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.

N/A

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

N/A

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

51. Will you be providing additional trash receptacles?

☐

Yes

Company providing this service:

Number of receptacles:

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

☒

No

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

52. Will you be providing toilets and wash stations?

☐

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒

No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

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

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

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

C. Information about any public right of way closures

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

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

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

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

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

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

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

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) _____, 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

3/24/2025



City of Waconia

201 Vine Street South, Waconia, MN 55387



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025		
Item Name:	Exempt Permit from Carver County Pride to Conduct Bingo at Waconia Brewing Company		
Originating Dept:	Administration		
Presented By:	Sue Schwalbe		
Previous Council Action (if any) : None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-107 Approving Application for Exempt Permit for Carver County Pride to Conduct Bingo			
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>			
The City has received an application for an Exempt Permit from the Carver County Pride Association to conduct Bingo at the Waconia Brewing Company on June 10, 2025			
ATTACHMENTS:			
1. Resolution No. 2025-107 Approving Exempt Permit Carver County Pride Bingo			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other: More sample text.	
_____ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-107**

**RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT
CARVER COUNTY PRIDE TO CONDUCT BINGO**

WHEREAS, an application for an Exempt Permit has been received in the Office of the City Administrator from The Carver County Pride Association for June 11, 2025; and

WHEREAS, the Carver County Pride Association requested this exempt permit in order to conduct Bingo at Waconia Brewing Company, 255 Main Street West in Waconia as stated on the application; and

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approved the Application for Exempt Permit for Bingo to be conducted at the Waconia Brewing Company, 255 Main Street West in Waconia on June 10, 2025 contingent upon completion of all forms, payment of fees, receipt of certificate of insurance, and proof of compliance with state and local requirements.

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

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	Exempt Permit from Waconia Band Boosters
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action (if any) :	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-108 Approving an Application for an Exempt Permit from the Waconia Band Boosters to Conduct a Raffle	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>	
The City has received an application for an Exempt Permit from the Waconia Band Booster to conduct a raffle on June 20, 2025, at the Waconia High School, 1650 Community Drive in Waconia.	
ATTACHMENTS:	
1. Resolution No. 2025-108 Approving Exempt Permit for the Waconia Band Booster Raffle	

**CITY OF WACONIA
RESOLUTION NO. 2025-108**

**RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT
WACONIA BAND BOOSTERS**

WHEREAS, an application for an Exempt Permit has been received in the Office of the City Administrator from the Waconia Band Booster to conduct a raffle on June 20, 2025; and

WHEREAS, the Waconia Band Boosters requested this exempt permit in order to conduct a raffle at the Waconia High School, 16y50 Community Drive in Waconia as stated on the application; and

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Waconia hereby approved the Application for Exempt Permit to conduct a raffle at the Waconia High School, 1650 Community Drive in Waconia on June 20, 2025, contingent upon completion of all forms, payment of fees, receipt of certificate of insurance, and proof of compliance with state and local requirements.

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

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		April 7, 2025																					
Item Name:		Special Event Permit - Waconia Farmers Market																					
Originating Dept:		Administration																					
Presented By:		Shane Fineran																					
Previous Council Action (if any) :																							
Item Type:	Consent																						
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-109 Approving the Special Event Permit - Waconia Farmers Market																							
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>																							
On March 11, 2025, the City received a Special Event Permit from Excelsior Christknidlesmarket Incorporated for a Waconia Farmers Market & Flea Market to be open from 1:00 pm to 7:00 p.m. on: <table style="width: 100%; border: none;"> <tr> <td>June 5</td> <td>July 3</td> <td>August 7</td> <td>September 4</td> </tr> <tr> <td>June 12</td> <td>July 10</td> <td>August 14</td> <td>September 11</td> </tr> <tr> <td>June 19</td> <td>July 17</td> <td>August 21</td> <td>September 18</td> </tr> <tr> <td>June 26</td> <td>July 24</td> <td>August 28</td> <td>September 25</td> </tr> <tr> <td></td> <td>July 31</td> <td></td> <td></td> </tr> </table> The applicant is proposing the Market take place in the parking lot located at 224 1st Street in Waconia with approximately 40 vendors.				June 5	July 3	August 7	September 4	June 12	July 10	August 14	September 11	June 19	July 17	August 21	September 18	June 26	July 24	August 28	September 25		July 31		
June 5	July 3	August 7	September 4																				
June 12	July 10	August 14	September 11																				
June 19	July 17	August 21	September 18																				
June 26	July 24	August 28	September 25																				
	July 31																						
ATTACHMENTS:																							
1. Resolution No. 2025-109 Exempt Permit Waconia Farmers Market 2. Special Event Permit Flea Market																							
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:																					
Funding Sources & Uses:		Planning Commission:																					
Budget Information:		Park Board:																					
_____ Budgeted		Personnel Committee:																					
_____ Non-Budgeted		Other: More sample text.																					
_____ Amendment Required																							

**CITY OF WACONIA
RESOLUTION NO. 2025-109**

**A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT,
WACONIA FARMERS MARKET & FLEA MARKET**

WHEREAS, The City Council of the City of Waconia, Minnesota has received an Application for an Exempt Permit from the Excelsior Christkindlsmarkt, Incorporated

WHEREAS, the Excelsior Christkindlmarke have requested this application in order to conduct a Farmers Market and Flea Market in the parking lot located at 224 1st Street North in Waconia, every Thursday from June 15, 2025, thru September 25, 2025, as stated on the application for said exemption: and

WHEREAS, municipal property to be used include portion of the parking lot located at 241 1st Street North in Waconia; and,

WHEREAS, the application will be responsible for posting and removing “No Parking” Signs at the location; and

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

WHEREAS, The City Council of the City of Waconia has no objection to the said application.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the Cit of Waconia hereby approve the Special Event Permit

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

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

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:
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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 # 1804 |
| ☐ | ☐ Any required additional permit applications from other City departments |

Wagonia Farmers Market Flea Market

Section 2. REQUIRED LICENSE INFORMATION – complete every question

A. Information about who is completing and submitting this application

1. First Name <u>Myrle Ma</u>		2. Last Name <u>MacKenzie</u>	
3. Primary Telephone Number <u>952 292 8898</u>	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number <u>—</u>	6. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
7. Email Address <u>myrlemac @ gmail . com</u>			
8. Please send official notices relating to this license to: ☒ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☒ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other 	

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

10. First Name <u>Kim Linder</u>		11. Last Name <u>LINDER</u>	
12. Primary Telephone Number <u>952-412-6960</u>	13. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number <u> </u>	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
16. Email Address <u>Klinder66 @ yahoo . com</u>		17. Role of primary contact: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other COORDINATOR	

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit <u>Minnesota ChristKindMarket, Inc.</u>			
19. Email Address <u>myrlemac @ gmail . com</u>			
20. Mailing Address <u>107 State hwy 7</u>	21. City <u>Excelsior</u>	22. State <u>MN</u>	23. Zip Code <u>55331</u>
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 <u>Minnesota ChristKindMarket, Inc.</u>			
26. Business Federal Tax ID Number/Tax Exempt Number <u>45-2125600</u>		27. Business State Tax ID Number <u> </u>	
28. Business Address <u>107 State Hwy 7 #202</u>	29. City <u>Excelsior</u>	30. State <u>MN</u>	31. Zip Code <u>55331</u>

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

A. Event Basics

32. Name of Event <u>Waconia Farmers Market & Flea Market</u>	
33. Date(s) of Event complete separate applications for a series of events held at separate times <u>June 12, 19, 26 & July 3, 10, 17, 24, 31 & Aug 7, 14, 21, 28 & Sept 4, 11, 18, 25</u>	
34. Time of Event <u>Farmers Market & Flea Market</u>	35. Set up start time and clean up finish time <u>Noon setup 7:00 Clean up</u>

36. Location of Event –Street Address <u>Parking Lot 2241st W</u>	37. City <u>Waconia</u>	38. State <u>MN</u>	39. Zip Code <u>55387</u>
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 <u>have attached side plan</u>			
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- <u>45-50</u>	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any <u> </u>	46. Purpose of event proceeds (if applicable) <u>Fundraiser for Christkindlmarkt</u>		
47. Describe how attendance will be monitored and limited if necessary <u>We have space outside and attendance is not expected to be larger than 100 people at a time.</u>			
48. Describe any entertainment being provided <u>not planned at this time.</u>			

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 vendors NOT planned at this time

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

calling 911 as needed.

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

51. Will you be providing additional trash receptacles?

☐ Yes

Company providing this service:

Number of receptacles:

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

☒ No

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

52. Will you be providing toilets and wash stations?

☐ Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒ No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

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

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

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

we don't have any additional noise expected.

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.

We will have 10x10 pop up tents with 30# weights on each leg. Not all vendors have tents

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) Myrle Mackenzie, 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

Myrle Mackenzie Date March 11, '25

To Whom It May Concern,

As a current tenant in Waconia Square, when I heard that Myrle was planning on bringing an established farmer's and flea market to Waconia Square's parking lot this summer, I felt it was a natural choice. Not only would my organization's customers very likely go to the market, but I feel there would be a lot of cross-pollination between the other businesses also located in Waconia Square. Additionally, the area is near many other businesses downtown within easy walking distance. After visiting the market, customers could easily go for happy hour at several restaurants on the same block, see a movie, or continue shopping at all of the nearby boutiques.

Myrle has included me in some of the planning, being very mindful of the logistics of how to best interact and include Waconia Square's other tenants, as well as the best place and time to host the market. I believe that kicking off each retail weekend on Thursday evenings (and placing customers right next to local restaurants during the happy and dinner hours) will easily benefit the businesses surrounding blocks.

Thank you for your time and consideration of this event.

Ashley Spang

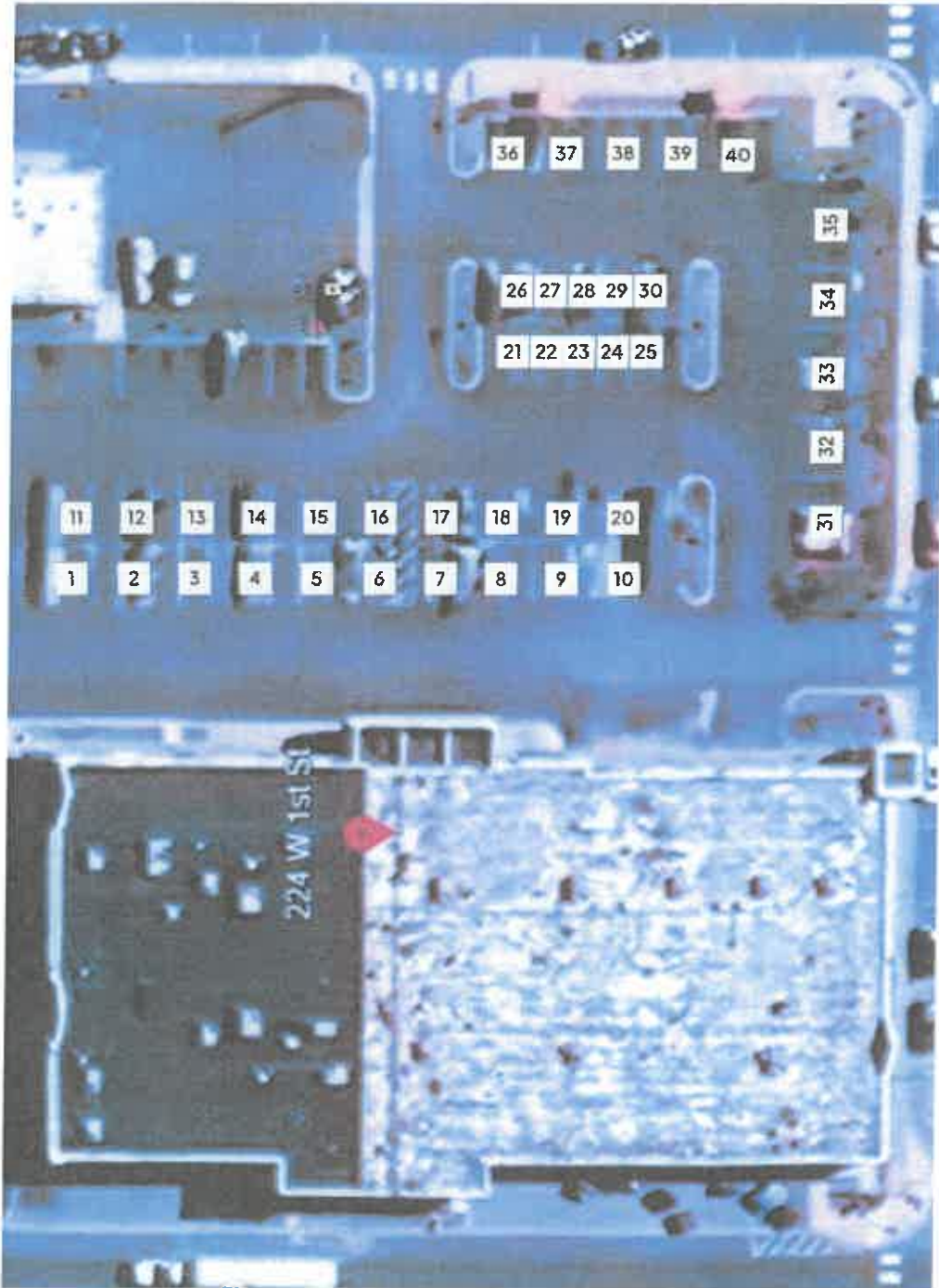
Executive Director

Home Again Furnishings



224 W 1st Street, Waconia / 952-442-2268 / www.homeagainfurnishings.org

PINE ST



1st







REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025		
Item Name:	Agreement to use Public Property for Filming		
Originating Dept:	Administration		
Presented By:	Jackie Schulze		
Previous Council Action (if any) : None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-112 Approving License Agreement to use Public Property for Filming			
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i> Cami Bertossi, who has previously been employed with the City of Waconia as a seasonal employee for four summers, has been in contact with City Administrator Shane Fineran regarding using the old fire station located at 26 South Maple Street as a filming location for her senior capstone project, a motion picture titled <i>She Wants to Go Dancing</i>. Staff worked with Mike Melchert to draft an agreement allowing Ms. Bertossi to use this facility. Per the agreement terms, the City would grant a temporary, non-exclusive license for filming at the old fire station (26 Maple Street South, Waconia) from April 16 to April 18, 2025. The agreement also specifies: • Usage Restrictions: No permanent alterations allowed and temporary modifications require approval. Public access and safety must be maintained. • Liabilities and Insurance: Ms. Bertossi must provide \$1,000,000 in liability insurance, name the City as an insured party, and indemnify the City against claims. • Fees & Permits: Due to this being a school project, Waconia will waive the permit fee in exchange for a film credit acknowledgment has the right to invoice if additional costs are incurred. • Termination Rights: The City may suspend or revoke the license for violations or public safety concerns. The full agreement is included for review. ATTACHMENTS: 1. Resolution No. 2025-112 License Agreement to Use Public Property for Filming 2. License Agreement for Filming at Fire Station			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:			

	Budgeted	Park Board:	
	Non-Budgeted	Personnel Committee:	
	Amendment Required	Other: More sample text.	

**CITY OF WACONIA
RESOLUTION NO. 2025-112**

**RESOLUTION APPROVING A LICENSE AGREEMENT
TO USE PUBLIC PROPERTY FOR FILMING**

WHEREAS, Cami Bertossi (the "Licensee") has requested permission to use City-owned property, specifically the old fire station located at 26 Maple Street South, Waconia (the "Licensed Premises"), for the purpose of filming scenes for her senior capstone project, a motion picture titled *She Wants to Go Dancing* (the "Project"); and

WHEREAS, the City has negotiated a License Agreement (the "Agreement") with the Licensee, outlining the terms and conditions under which the Licensed Premises may be used, including but not limited to: adherence to public safety regulations, maintenance of the premises, indemnification provisions, and compliance with applicable laws; and

WHEREAS, the Agreement grants a temporary, non-exclusive license for the Licensee's use of the Licensed Premises from April 16, 2025, to April 18, 2025, subject to conditions set forth therein; and

WHEREAS, in recognition of the Project's status as a school project and its potential contribution to the local community, the City has agreed to waive the permit fee in exchange for acknowledgment in the film's credits; and

WHEREAS, the City retains authority over the Licensed Premises and reserves the right to suspend or revoke the License in case of non-compliance, public safety concerns, or other valid reasons.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia, that the License Agreement between the City of Waconia and Cami Bertossi for the use of the Old Fire Station for filming is hereby approved.

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

LICENSE AGREEMENT TO USE PUBLIC PROPERTY FOR FILMING

This License Agreement to Use Public Property for Filming (the “**Agreement**”) is dated April 7, 2025, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and Cami Bertossi, an individual (“**Licensee**”).

1. **License.** The City grants Licensee a temporary, non-exclusive license (the “**License**”) to use the City property described in attached Exhibit A (the “**Premises**”) for the sole purpose of filming scenes for a motion picture/film project known as “She Wants to Go Dancing” (the “**Project**”). Licensee shall not use the Premises for any other purpose without prior written approval from Shane Fineran, City Administrator (the “**City Administrator**”). The License is subject to the following restrictions and conditions:

1.1. **Scope of License.** The License to use the Premises is personal to Licensee. It also permits Licensee’s employees, performers, and volunteers to use the Premises to assist Licensee, but Licensee shall remain responsible for their actions. The License does not convey any property or leasehold interest in the Premises.

1.2. **Premises “As-Is.”** Licensee represents that Licensee has inspected the Premises and accepts the Premises “as is.” The City makes no representation or warranties regarding the suitability of the Premises for the Project.

1.3. **Alterations.** Licensee shall not make any permanent alterations to the Premises. Temporary modifications (e.g., set decorations, temporary fixtures) must be approved by the City Administrator, in advance, and must be completely removed before the expiration or earlier termination of the License Term (defined in Section 2 below).

1.4. **Protection of Premises.** Licensee shall protect all existing facilities, utilities, streets, and natural features during production. Any special activities that could cause damage (such as water effects, digging, pyrotechnics, or other stunts) are not allowed unless expressly authorized in this Agreement (and may be subject to additional bonding or permits). Licensee is responsible for preventing damage and for any repair costs if damage occurs.

1.5. **Public Access and Conduct.** Licensee shall prevent Licensee’s cast and crew from trespassing on areas outside the approved Premises.

1.6. **Cleanup and Restoration.** Prior to the expiration or earlier termination of the License Term, Licensee shall remove all equipment, set materials, litter, and

temporary installations from the Premises and restore the Licensed Premises to its original condition (ordinary wear excepted).

1.7. **Compliance and Public Safety.** Licensee shall comply with all applicable laws, regulations, and ordinances in Licensee's use of the Premises including, but not limited to, the City's noise ordinance. Further, Licensee shall obtain any other permits or approvals required for the activities associated with the Project (e.g., street closure or drone use, if applicable). All filming activities shall be conducted in a safe and orderly manner. Licensee must follow any directives given by City officials, police, or fire personnel to ensure public safety.

1.8. **No On-Site Sales or Admission Fees.** The License does not authorize commercial sales or ticketed events. Licensee represents the Project is a closed film production, not a public event.

1.9. **No City Endorsement.** Licensee shall not state or imply in the Project or otherwise that the City or its officials endorse the content of the film.

1.10. **Intellectual Property.** Licensee is responsible for obtaining any necessary intellectual property clearances if filming trademarks, artwork, persons, or other protected elements on the Premises. The City grants Licensee the right to depict the Licensed Premises in the Project, worldwide and in perpetuity.

2. **Term and Schedule.** The term of the License shall commence at 7: 00 a.m. on April 16, 2025, and expire at 6:00 p.m. on April 18, 2025, date (the "**License Term**"), unless sooner terminated pursuant to this Agreement. Licensee shall perform all setup, rehearsal, filming, and teardown activities during the License Term. Any extension of dates or times must be approved in writing by the City Administrator. The City (acting through its City Administrator) reserves the right to revoke or modify these times if necessary to protect public interests (e.g., in case of emergency or unforeseen conflicts).

3. **Permit, Fees and Costs.** This Agreement shall constitute a permit to use public property pursuant to Section 320.01 of the Waconia City Code. The parties acknowledge the City's cooperation in allowing this Project serves a public purpose by promoting the City as a filming-friendly location and potentially stimulating local economic activity. Further, Licensee represents the Project is a school project and that Licensee will not distribute the Project commercially. Licensee shall include an acknowledgment in the film's end credits thanking the "City of Waconia" for its support, which shall be in form and substance approved by the City Administrator. In consideration of such acknowledgment, the City agrees to waive the permit fee for the use of the Premises. Further, Licensee agrees to reimburse the City for any costs directly incurred by the City because of the filming activities,

provided the City shall disclose an estimate of such costs, if any, to Licensee concurrent with the City's execution of this Agreement. The City shall invoice Licensee for such costs after the License Term expires, which invoice shall be due and payable 30 days after the date of the invoice.

4. Insurance and Indemnity.

4.1. Insurance. Licensee shall obtain and maintain insurance coverage for the duration of the License Term, in the form of a Special Event Liability endorsement, providing coverage for bodily injury and property damage with a coverage limit of not less than \$1,000,000, single limit coverage. The policy shall be endorsed to name the City of Waconia as an additional insured. Such policy shall be issued by an insurer authorized to do business in Minnesota and be primary to any insurance carried by the City.

4.2. Indemnification and Liability. Licensee agrees to indemnify, defend, and hold harmless the City, its elected official, officers, employees, and agents from and against any and all claims, demands, lawsuits, losses, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising out of, or in connection with, Licensee's use of the Premises or the actions of Licensee, its employees, volunteers, contractors, or agents. This indemnification applies to any injury to persons (including death) or damage to property occurring on or about the Premises in connection with the Project, except to the extent caused by the City's sole negligence or willful misconduct. The City shall not be responsible for any loss or damage to Licensee's equipment or property. Licensee assumes all risk of its operations.

4.3. Survival. The obligations and provisions contained in this Section 4 shall survive the expiration of the License Term or earlier termination of this Agreement.

5. City Control and Termination. The City retains full authority over the Premises. A City representative may be present for some or all of the License Term to monitor compliance with this Agreement. If Licensee violates any term of this Agreement or any permit condition, or if public safety is endangered by Licensee's activities, the City (through its City Administrator or other authorized official) may immediately suspend or terminate the filming activity. The City, however, will first provide a warning and a reasonable opportunity to correct the violation, if feasible, but reserves the right to revoke the License immediately in cases of serious or willful violation. The City shall not be liable for any losses (such as lost filming days or other costs) incurred by Licensee due to a termination or suspension. Licensee accepts that its use of the Licensed Premises is a privilege that may be withdrawn for valid governmental reasons.

6. **Miscellaneous.**

6.1. **Recital and Exhibits.** Any recitals at the beginning of this Agreement and any exhibits attached to this Agreement are incorporated by reference as terms of the Agreement.

6.2. **Assignment.** Licensee may not assign or transfer this Agreement or permit others to use the Premises under this Agreement without the prior written consent of the City. Any attempted assignment without consent is void.

6.3. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Minnesota. Any disputes arising hereunder shall be heard in the state courts of Minnesota, with venue in Carver County, unless otherwise required by law.

6.4. **Entire Agreement.** This document constitutes the entire agreement between the parties regarding the use of the Premises for filming and supersedes any prior negotiations or understandings. Any amendments must be in writing and signed by both parties to this Agreement.

6.5. **Notice.** Any official notices under this Agreement shall be delivered in writing to the City at City Administrator, City Waconia, 201 South Vine Street, Waconia, MN 55387, and to Licensee at Cami Bertossi, 1323 Fischer Drive, Waconia, MN 55387, or such other address as either party designates in writing.

6.6. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email, or other electronic means (e.g., pdf format) shall be deemed binding, delivered and enforceable. Each person signing below represents that he/she has the authority to bind the respective party on whose behalf he/she has signed.

[Signature page follows.]

SIGNATURE PAGE FOR LICENSE AGREEMENT TO USE PUBLIC PROPERTY FOR FILMING

CITY:

CITY OF WACONIA

Tim Litfin
Its: Mayor

Jacqueline Schulze
Its: City Clerk

LICENSEE:

Cami Bertossi, an individual

Exhibit A

Description of Licensed Premises

The Licensed Premises consists of the old fire station building located at 26 Maple Street South, Waconia, excluding the portions of such building: i) consisting of office space; or ii) housing the well/pump facilities.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	Holbrook Final Plat - Pulte Homes of Minnesota LLC
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action (if any) : Holbrook Preliminary Plat and PUD Approval - December 16, 2024	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-113 Approving the Holbrook Final Plat Application	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>	
<u>BACKGROUND/REQUEST</u> Applicant: Pulte Homes of Minnesota, LLC Property Address(es): 9550 Little Avenue, 9780 Little Avenue & 10080 Little Avenue P.I.D.#s: 070300200, 070300300 & 070300100 Zoning Districts: PUD, Planned Unit Development District Attached are the application materials pertaining to the HOLBROOK Final Plat as proposed by Pulte Homes of Minnesota, LLC. The proposed final plat is generally consistent with the Holbrook Preliminary Plat which was approved by the City Council via Resolution No. 2024-285 on December 16th, 2024. The Holbrook Preliminary Plat included the development of a total of three hundred and thirty-nine (339) single-family home parcels with approval of four different parcel sizes throughout the neighborhood. The HOLBROOK Final Plat, which is the first phase of the project, is requesting approval to final plat eighty-three (83) single-family residential parcels consistent with the preliminary plat approval. The HOLBROOK Final Plat consists of the following: 1. Eighty-three (83) single-family home lots. 2. The proposed street and lot configuration are generally consistent with the approved Holbrook Preliminary Plat considered by the City Council on December 16th, 2024. 3. The preliminary plat approval allowed for 40-foot wide single-family parcels, 52-foot wide single-family parcels, 60-foot wide single-family parcels, and 65-foot-wide single-family parcels. The first phase includes forty-one (41) 65 ft. wide single-family parcels and forty-two (42) 60 ft. wide single-family parcels. The parcels shall be developed consistent with the setback and impervious surface requirements stated in the preliminary plat approval and the development agreement. 4. The final construction plans and plat are subject to final review and approval by the Public Services Director and City Engineer prior to any work commencing on the subject parcel. <u>CONCLUSION/RECOMMENDATION</u> City Staff recommends approval of the HOLBROOK Final Plat subject to the findings and conditions	

stated in the attached resolution.

ATTACHMENTS:

1. Resolution No. 2025-113
2. Holbrook Final Plat

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

**CITY OF WACONIA
RESOLUTION NO. 2025-113**

**RESOLUTION APPROVING THE HOLBROOK FINAL PLAT
BY PULTE HOMES OF MINNESOTA, LLC**

WHEREAS, Pulte Homes of Minnesota, LLC (the “Applicant”), has submitted a final plat application for the first phase of the Holbrook residential planned unit development titled HOLBROOK, which consists of forty-one (41) 65-foot wide single-family home parcels and forty-two (42) 60-foot wide single-family parcels pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

WHEREAS, the subject properties include 9550 Little Avenue, 9780 Little Avenue, 10080 Little Avenue, and are identified as PID#s 070300200, 070300300, and 070300100; and

WHEREAS, the HOLBROOK Final Plat is consistent with the Holbrook Preliminary Plat approved by the City Council on December 16th, 2024, per Resolution No. 2024-285; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the first phase of the Holbrook residential development consisting of forty-one (41) 65-foot wide single-family parcels and forty-two (42) 60-foot wide single-family parcels subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for the Holbrook Preliminary Plat as stated in Resolution No. 2024-285.
3. Compliance with the final plan review of the Public Services Director and City Engineer.
4. Execution and approval of a development agreement prior to work commencing on site.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the HOLBROOK Final Plat for the first phase of the Holbrook residential planned unit development subject to the conditions noted above.

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

HOLBROOK

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

KNOW ALL PERSONS BY THESE PRESENTS: That Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Carver, State of Minnesota, to wit:

The West Half of the Southwest Quarter (W1/2 SW1/4), Section 30, Township 116, Range 24, Carver County, Minnesota.
AND
The West Half of the Northwest Quarter (W1/2 NW1/4), Section 30, Township 116, Range 24, except the South 260 feet of the East 418.84 feet, Carver County, Minnesota.
AND
The South 260.00 feet of the East 418.84 feet of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota.

Has caused the same to be surveyed and platted as **HOLBROOK** and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

PULTE HOMES OF MINNESOTA, LLC

By _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, its _____ of Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature) _____
(Name Printed)
Notary Public, _____ County, _____
My Commission Expires _____

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

Dated this _____ day of _____, 20_____.

Mathew J. Welinski, Licensed Land Surveyor
Minnesota License No. 53596

STATE OF MINNESOTA
COUNTY OF HENNEPIN
This instrument was acknowledged before me on _____ by Mathew J. Welinski, Minnesota License No. 53596.

(Signature) _____
(Name Printed)
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF WACONIA, MINNESOTA
This plat of **HOLBROOK** was approved and accepted by the City Council of the City of Waconia, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Waconia, Minnesota

By: _____ By: _____
Mayor Clerk

COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20_____.

Brian Praske, County Surveyor

COUNTY AUDITOR, Carver County, Minnesota
I hereby certify that taxes payable in 20_____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20_____.

By: _____
Crystal Campos, County Auditor

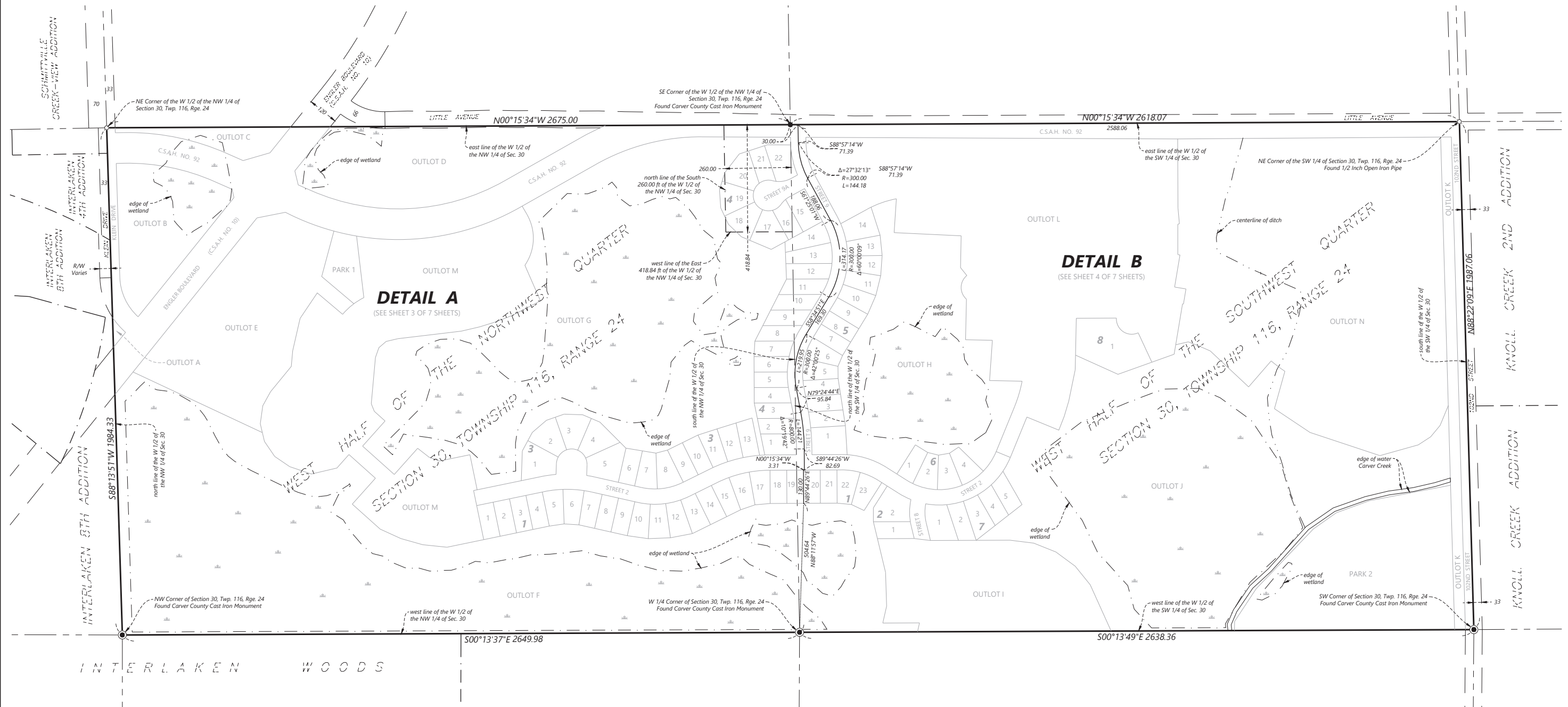
COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this plat of **HOLBROOK** was filed this _____ day of _____, 20_____, at _____ o'clock _____ M., as Document No. _____.

By: _____
Kaaren Lewis, County Recorder

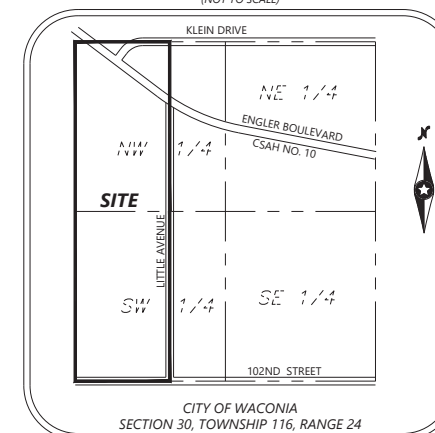
HOLBROOK

PLAT FILE NO.

C.R. DOC. NO.

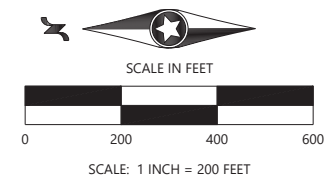


VICINITY MAP



- SET 1/2" BY 14" IRON REBAR WITH CAP #53596
- FOUND MONUMENT, AS SHOWN ON PLAT
- FOUND CARVER COUNTY CAST IRON MONUMENT

THE WEST LINE OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 30, TOWNSHIP 116, RANGE 24,
HAS A BEARING OF S 00°13'37" E
(CARVER COUNTY, NAD83(2011ADJ))

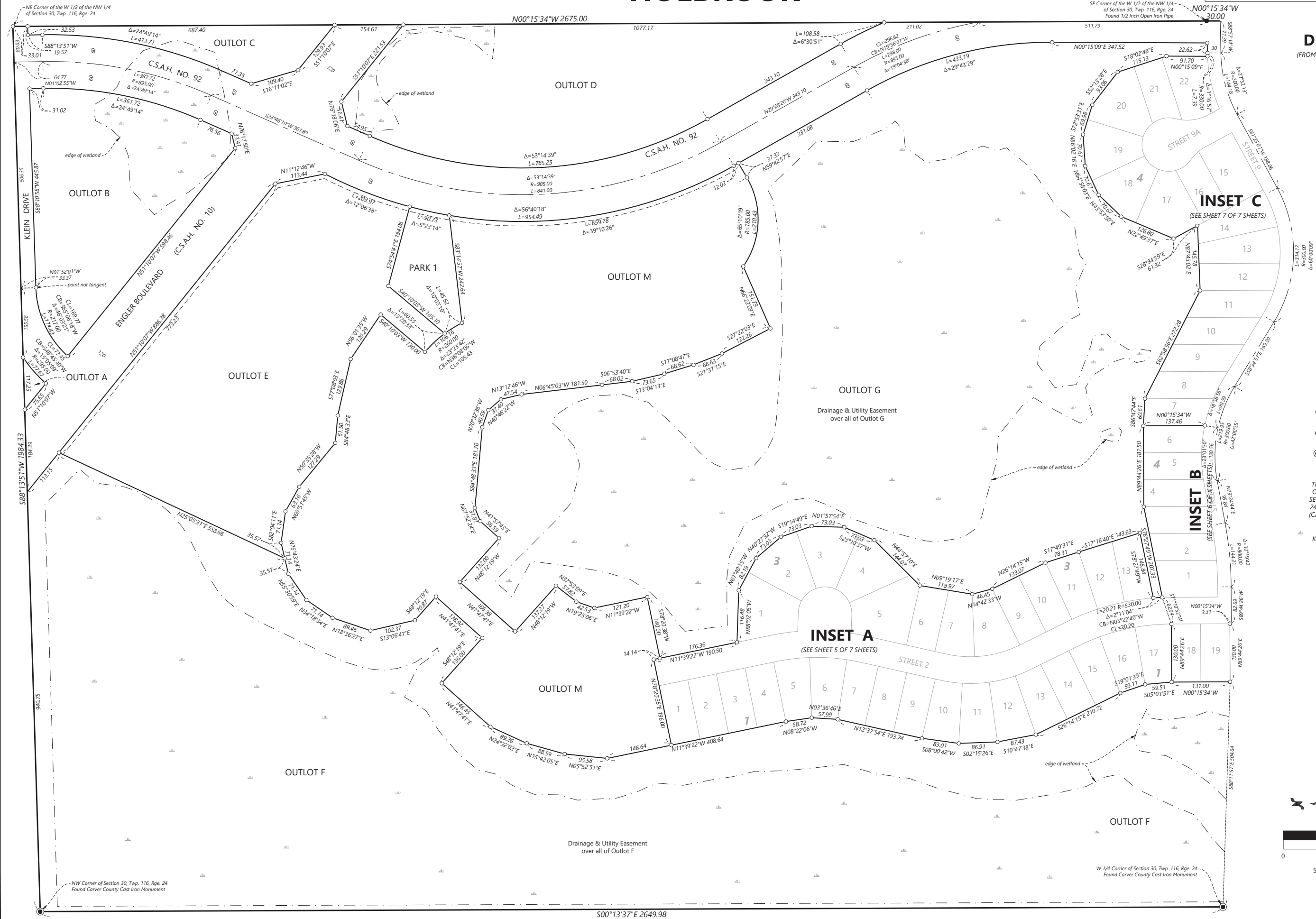
 WETLANDS WERE DELINEATED BY
KJOLHAUG ENVIRONMENT SERVICES

HOLBROOK

PLAT FILE NO.

C.R. DOC. NO.

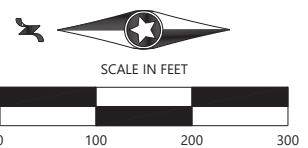
DETAIL A
(FROM SHEET 2 OF 7 SHEETS)



- SET 1/2" BY 14" IRON REBAR WITH CAP #53596
- FOUND MONUMENT, AS SHOWN ON PLAT
- ⦿ FOUND CARVER COUNTY CAST IRON MONUMENT

THE WEST LINE OF THE WEST HALF
OF THE NORTHWEST QUARTER OF
SECTION 30, TOWNSHIP 116, RANGE
24, HAS A BEARING OF S 00°13'37" E
(CARVER COUNTY, NAD83(2011ADJ))

WETLANDS WERE DELINEATED BY
KJOLHAUG ENVIRONMENT SERVICES



SCALE: 1 INCH = 100 FEET

Westwood
Professional Services, Inc.

HOLBROOK

PLAT FILE NO.

C.R. DOC. NO.

N00°15'34"W 2588.06

C.S.A.H. NO. 92

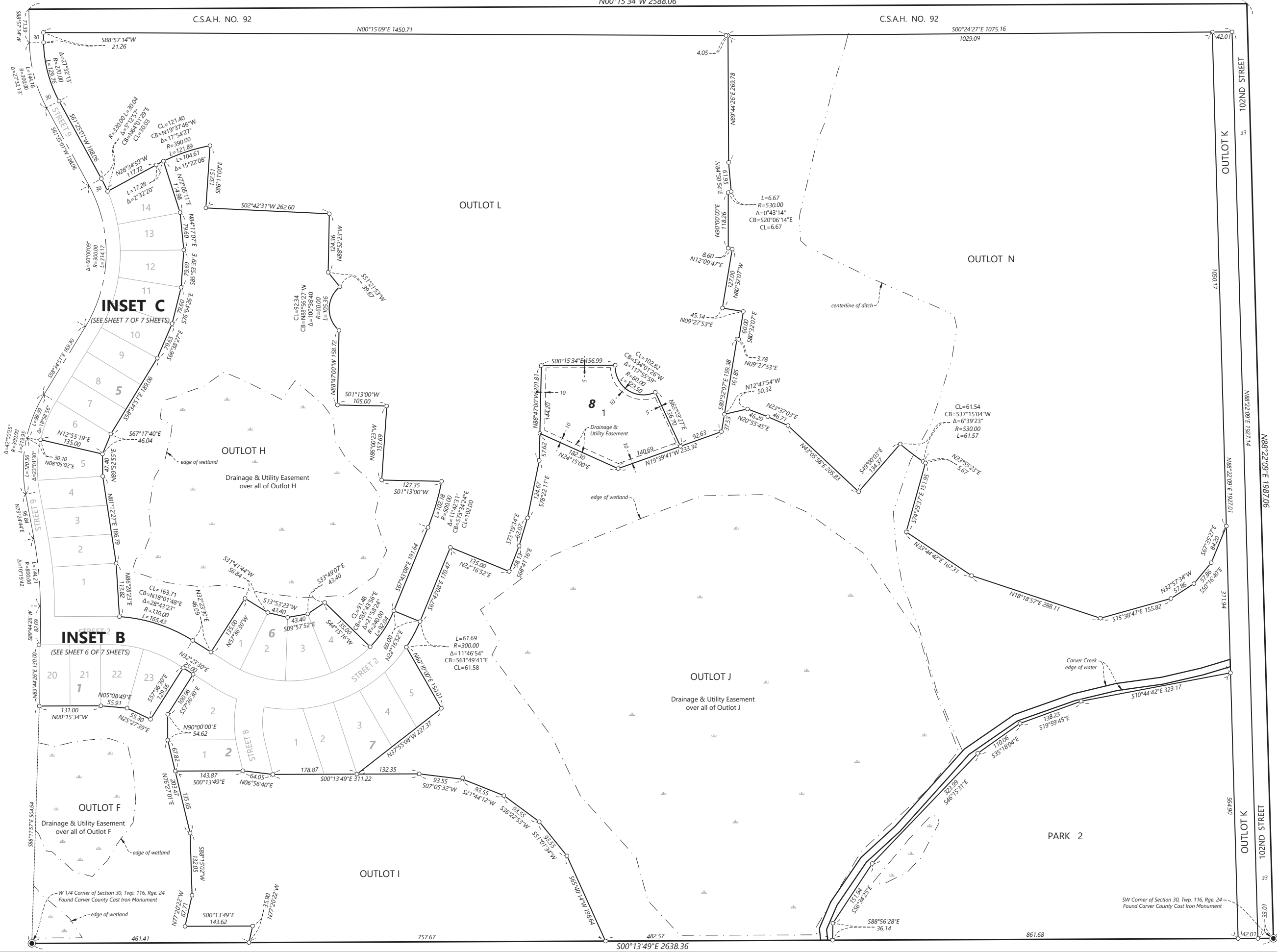
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1029.09

C.S.A.H. NO. 92

N00°15'09"E 1450.71

DETAIL B

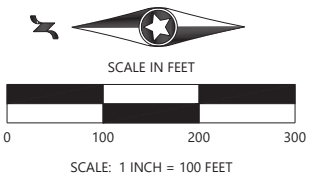
(FROM SHEET 2 OF 7 SHEETS)



- SET 1/2" BY 14" IRON REBAR WITH CAP #53596
- FOUND MONUMENT, AS SHOWN ON PLAT
- FOUND CARVER COUNTY CAST IRON MONUMENT

THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 116, RANGE 24, HAS A BEARING OF S 00°13'37" E (CARVER COUNTY, NAD83(2011AD))

WETLANDS WERE DELINEATED BY KJOLHAUG ENVIRONMENT SERVICES

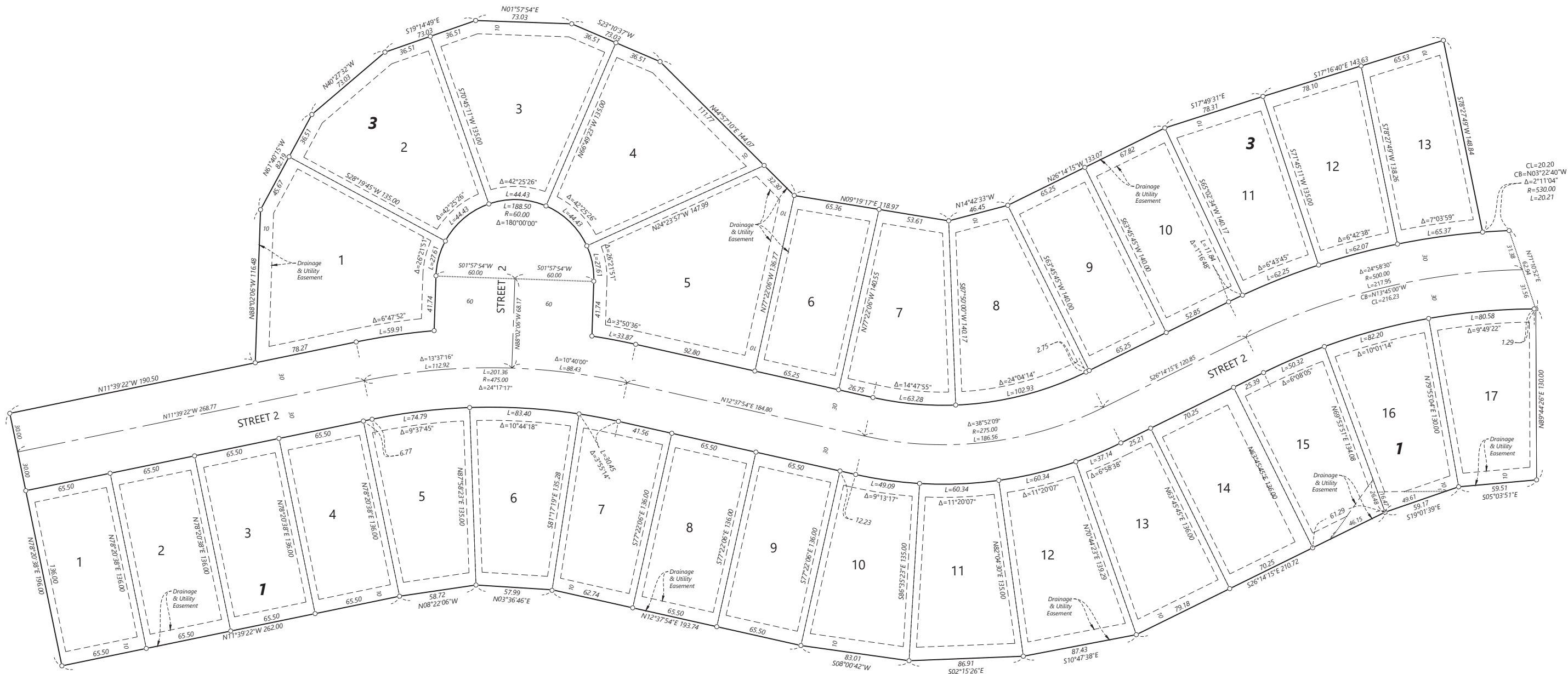


Westwood
Professional Services, Inc.

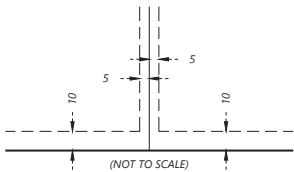
HOLBROOK

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

INSET A
(FROM SHEET 3 OF 7 SHEETS)



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT

- SET 1/2" BY 14" IRON REBAR WITH CAP #53596
- FOUND MONUMENT, AS SHOWN ON PLAT

THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 116, RANGE 24, HAS A BEARING OF S 00°13'37" E (CARVER COUNTY, NAD83(2011ADJ))



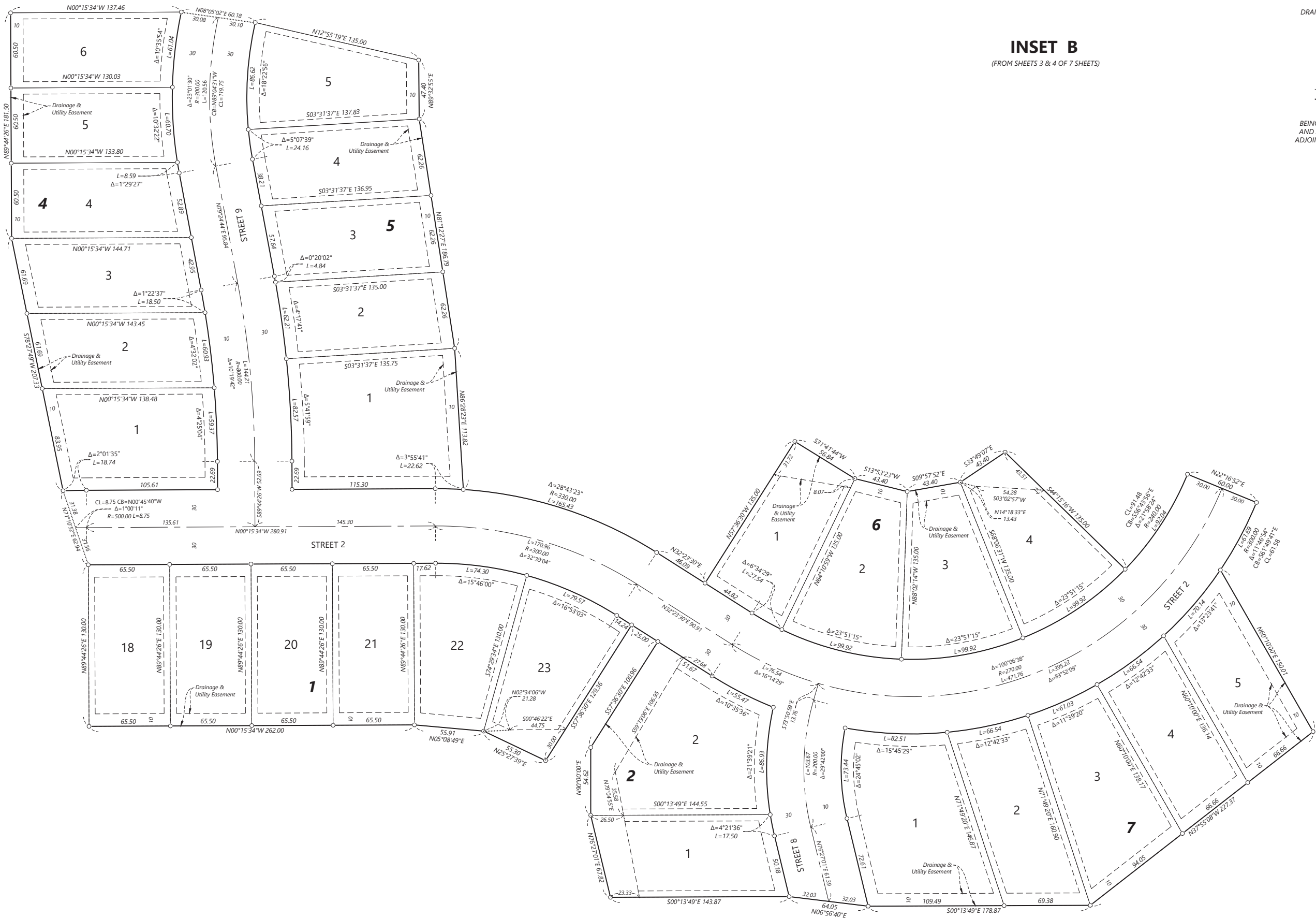
SCALE IN FEET



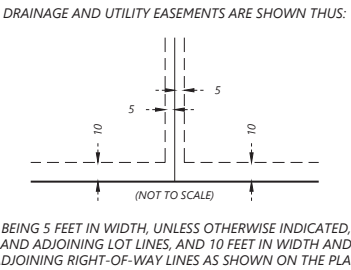
SCALE: 1 INCH = 40 FEET

HOLBROOK

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

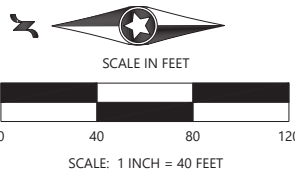


INSET B
(FROM SHEETS 3 & 4 OF 7 SHEETS)



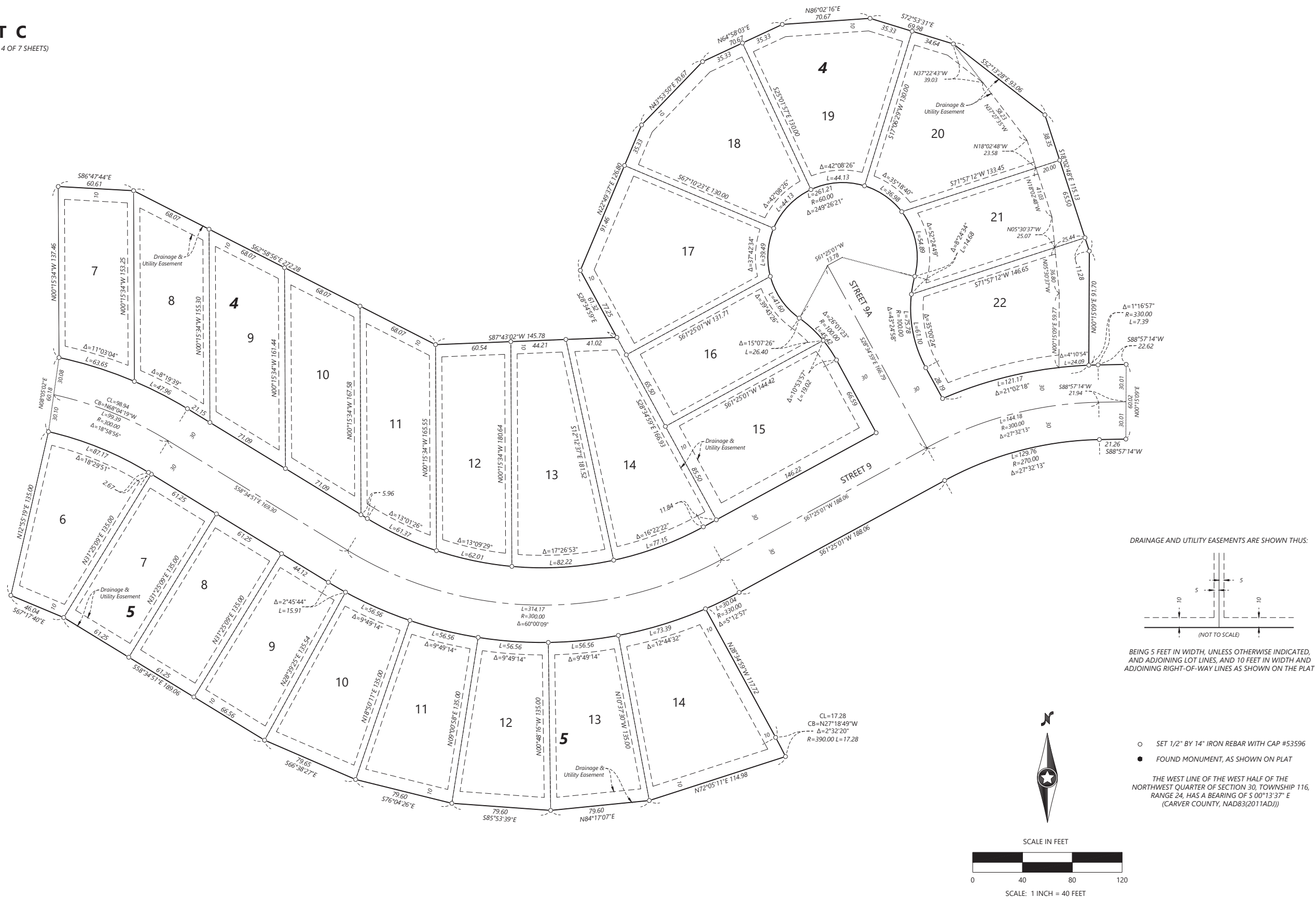
- SET 1/2" BY 14" IRON REBAR WITH CAP #53596
- FOUND MONUMENT, AS SHOWN ON PLAT

THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 116, RANGE 24, HAS A BEARING OF $S 00^{\circ}13'37'' E$ (CARVER COUNTY, NAD83(2011AD))



HOLBROOK

INSET C
(FROM SHEETS 3 & 4 OF 7 SHEETS)





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	Holbrook 2nd Addition Final Plat
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action (if any) :	
Item Type:	Discussion
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format)</i> : Adopt Resolution No. 2025-114 Approving the Holbrook 2nd Addition Final Plat	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations)</i> :	
<u>BACKGROUND/REQUEST</u> Applicant: M/I Homes of Minneapolis/St. Paul, LLC Property Description: Outlot L, HOLBROOK Zoning Districts: PUD, Planned Unit Development District Attached are the application materials pertaining to the HOLBROOK 2ND ADDITION Final Plat as proposed by M/I Homes of Minneapolis/St. Paul, LLC. The proposed final plat is generally consistent with the Holbrook Preliminary Plat which was approved by the City Council via Resolution No. 2024-285 on December 16th, 2024. The Holbrook Preliminary Plat included the development of a total of three hundred and thirty-nine (339) single-family home parcels with approval of four different parcel sizes throughout the neighborhood. The HOLBROOK 2ND ADDITION Final Plat, which is the second phase of the project, is requesting approval to final plat sixty-eight (68) single-family residential parcels consistent with the preliminary plat approval. The HOLBROOK 2ND ADDITION Final Plat consists of the following: 1. Sixty-eight (68) single-family home lots. 2. The proposed street and lot configuration are generally consistent with the approved Holbrook Preliminary Plat considered by the City Council on December 16th, 2024. 3. The preliminary plat approval allowed for 40-foot wide single-family parcels, 52-foot wide single-family parcels, 60-foot wide single-family parcels, and 65-foot-wide single-family parcels. The second phase includes forty-two (42) 40 ft. wide single-family parcels and twenty-six (26) 52 ft. wide single-family parcels. The parcels shall be developed consistent with the setback and impervious surface requirements stated in the preliminary plat approval and the development agreement. 4. The final construction plans and plat are subject to final review and approval by the Public Services Director and City Engineer prior to any work commencing on the subject parcel. <u>CONCLUSION/RECOMMENDATION</u> City Staff recommends approval of the HOLBROOK 2ND ADDITION Final Plat subject to the findings and conditions stated in the attached resolution.	

ATTACHMENTS:

1. Resolution No. 2025-114 Approving Holbrook 2nd Addition Final Plat
2. Applicant Narrative
3. Holbrook 2nd Addition Final Plat

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted
_____ Non-Budgeted
_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Planning Commission:

Park Board:

Personnel Committee:

Other: More sample text.

**CITY OF WACONIA
RESOLUTION NO. 2025-114**

**RESOLUTION APPROVING THE HOLBROOK 2ND ADDITION FINAL PLAT
BY M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC (the “Applicant”), has submitted a final plat application for the second phase of the Holbrook residential planned unit development titled HOLBROOK 2ND ADDITION, which consists of forty-two (42) 40-foot wide single-family home parcels and twenty-six (26) 52-foot wide single-family home parcels pursuant to Chapter 1000 of the Waconia Code of Ordinances; and

WHEREAS, the subject property is described as Outlot L, HOLBROOK, Carver County, Minnesota; and

WHEREAS, the HOLBROOK 2ND ADDITION Final Plat is consistent with the Holbrook Preliminary Plat approved by the City Council on December 16th, 2024, per Resolution No. 2024-285; and

WHEREAS, staff has reviewed the final plat application and recommends approval of the second phase of the Holbrook residential development consisting of forty-two (42) 40-foot wide single-family parcels and twenty-six (26) 52-foot wide single-family parcels subject to the following conditions:

1. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
2. Compliance with the conditions of approval for the Holbrook Preliminary Plat as stated in Resolution No. 2024-285.
3. Compliance with the final plan review of the Public Services Director and City Engineer.
4. Execution and approval of a development agreement prior to work commencing on site.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby approves the HOLBROOK 2ND ADDITION Final Plat for the second phase of the Holbrook residential planned unit development subject to the conditions noted above.

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

HOLBROOK 2ND ADDITION FINAL PLAT

INTRODUCTION

M/I Homes of Minneapolis/St. Paul, LLC (M/I Homes) is requesting final plat approval for Holbrook 2nd Addition. The City approved the preliminary plat and Planned Unit Development on December 16, 2024, which includes 339 single family lots with a mix of 223 single-family lots and 116 villa lots. Pulte will be submitting an application concurrently with M/I Homes for Holbrook 1st Addition, which will include 83 single family homes and plat Outlot L, the underlying legal description of 2nd Addition. The 2nd Addition final plat will include 42 40-foot-wide single-family lots and 26 52-foot-wide villa lots with a total of 68 lots. There are two outlots within the 2nd Addition. Outlot A will be owned and maintained by the Homeowners Association, and Outlot B will be platted into residential lots in the future.

The mix of housing types and varied lot sizes provides for diversity and interest in the community. Homebuyers will have the ability to select from a wide range of floor plans, exterior materials, architectural features, and landscape designs. Careful attention is paid to ensuring the use of varied elevations and materials to avoid any monotony of architecture from the street.

PRELIMINARY PLAT CONDITIONS

The following outlines how the preliminary plat conditions were met:

1. The Holbrook Preliminary Plat shall be completed as approved and as conditionally revised by the Planning Commission and the City Council.
 - *City comments on the Preliminary Plat plans have been addressed and approved by the City.*
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
 - *Applicable permits have been received or will be received prior to construction.*
3. The applicant shall obtain Carver County Watershed Management Organization (CCWMO) approval and permitting for erosion control and stormwater management. A copy of any approvals or permits shall be submitted prior to any land disturbing activities.
 - *This permit has been received.*
4. The applicant shall obtain a General Construction Stormwater Permit (NPDES) from the Minnesota Pollution Control Agency and submit a copy to the City prior to any land disturbing activities.
 - *This permit has been applied for.*
5. All indirect costs related to the permitting, review, and plans associated with engineering and administrative costs shall be paid by the applicant/owner.
 - *Noted.*
6. The City shall provide the necessary street signage. The applicant shall provide the necessary escrow funds to cover all street signage and installation costs.
 - *Noted. This will be addressed by the Developers Agreement.*
7. The applicant shall be responsible for the section of regional trail along the future County Road 92 corridor. The applicant shall submit payment in lieu of installation for applicable trail costs.
 - *Noted. This will be addressed by the Developers Agreement.*
8. The watermain, sanitary sewer, grading, and stormwater issues shall be resolved to the satisfaction of the City Engineer and Public Services Director prior to commencement of construction activities for the Holbrook residential development.

- *Noted. Plans will be modified to address City comments and approved prior to construction.*
9. Compliance with applicable items contained in Chapter 1000 of the City of Waconia Subdivision Ordinance.
- *Noted.*
10. Compliance with applicable items contained in Section 900.06, Subd. 6. Flood Plain Overlay Regulations.
- *Noted.*
11. Execution of a Developer's Agreement prior to execution of the Final Plat.
- *Noted.*
12. The sidewalk and trails shall be constructed as proposed and as conditionally revised by the City Council. All sidewalks within the development shall be 6 feet wide.
- *Noted. The plans have been amended to provide 6-foot-wide sidewalks.*
13. The applicant shall dedicate Park 1 and Park 2 identified in the plans and pay \$275,400 cash in lieu to satisfy the park dedication requirements for the proposed Holbrook residential development. Park dedication remains due for the owner retained parcels located in the northeast portions of the property.
- *Noted. Park 1 and Park 2 will be deeded to the City with the 1st Addition Final Plat, and remaining cash in lieu will be paid, sharing cost with Pulte Homes.*
14. The applicant shall dedicate the right of way associated with the future roundabout at Hwy. 10 and future County Road 92 and the necessary future right-of-way to the north and south of the identified roundabout consistent with the future location of County Road 92 to the City of Waconia.
- *This is done with the 1st Addition Final Plat.*
15. The applicant shall dedicate the right of way along 102nd Street to the City of Waconia.
- *This is done with the 1st Addition Final Plat.*
16. The applicant shall submit a phasing plan for review by City staff.
- *This has been done. Grading of the entire site will commence once final approvals are granted.*
17. The applicant shall provide a letter of awareness to potential purchasers, so they are aware of the agricultural and feedlot uses adjacent to the proposed development.
- *This will be done.*
18. The applicant shall file an application of final plat approval within six (6) months following the approval of the Holbrook Preliminary Plat, unless an extension of time is requested in writing by the subdivider and granted by the Council prior to the six (6) month expiration date.
- *This has been done – Preliminary Plat approval was December 16, 2024.*

APPROVED STANDARDS

Below are the approved Planned Unit Development (PUD) standards. The 2nd Addition will adhere to these.

	40' Single Family	52' Single Family (Villa Lots)
Minimum Lot Area	5,303 SF	6,634 SF
Minimum Lot Width at setback	40 feet	52 feet
Minimum Lot Depth	135 feet	No Minimum

Minimum Setbacks Principal Structure		
Front	25 feet	25 feet
Side (House)	5 feet (10 feet total)	5 feet (10 feet total)
Side (Street)	20 feet	20 feet
Rear	30 feet	30 feet
Wetland	50 feet	50 feet
Laketown Parkway (Rear)	50 feet	50 feet
Laketown Parkway (Side)	40 feet	40 feet
Maximum Building Height	45 feet	45 feet
Maximum Impervious Surface	50%	50%

RESTRICTIVE COVENANTS

The Holbrook Homeowners Association (HOA) will provide for the maintenance of the overall common elements to the community. The villa homeowners will pay additional fees under the HOA that provide for a higher level of maintenance, including lawncare in the summer and snow removal in the winter. The HOA will also provide for restrictions on outdoor storage, parking (no boats, campers, or trailers) in order to keep the community looking orderly and well maintained.

EXAMPLE ELEVATIONS – SMART SERIES (40-FOOT WIDE LOTS)



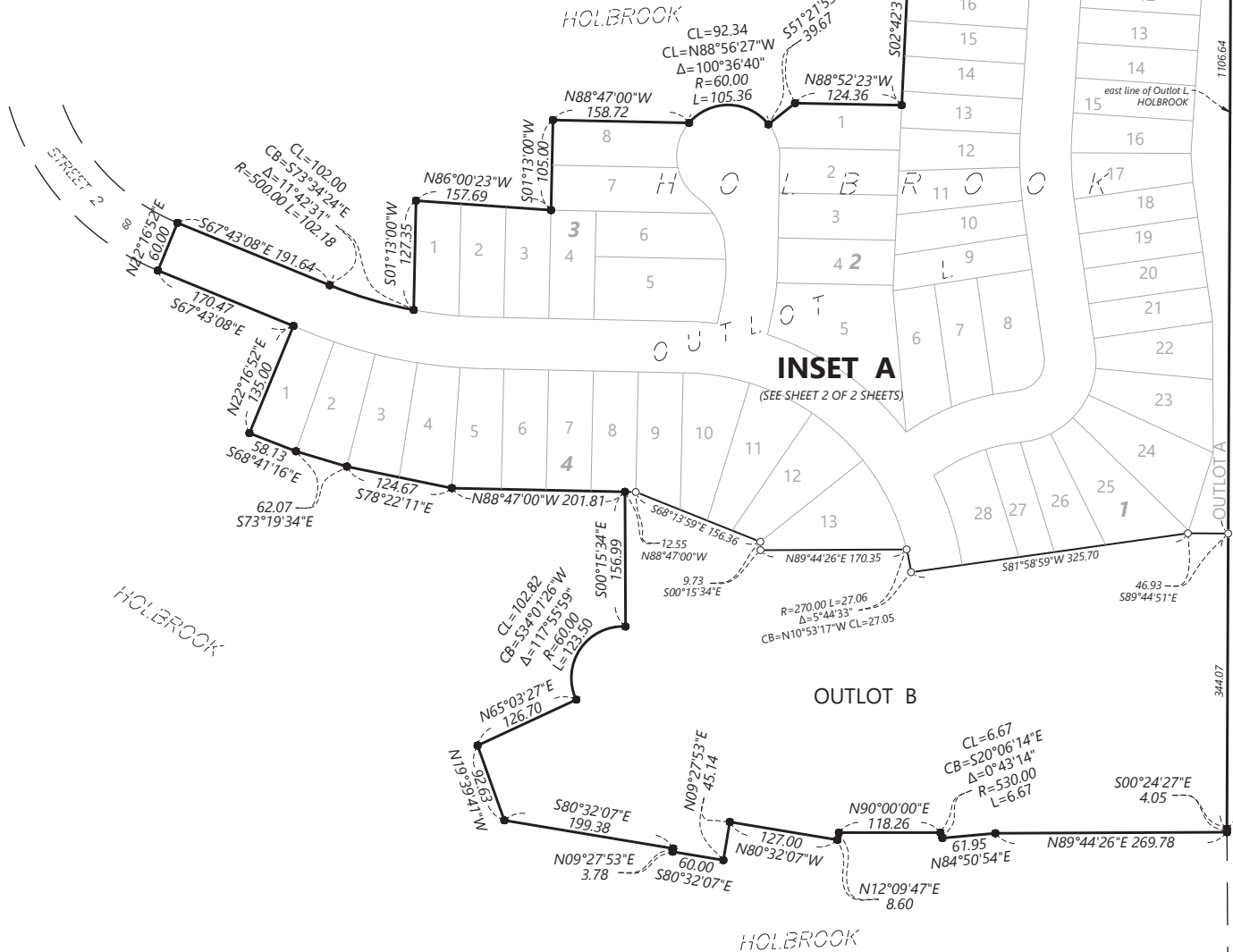
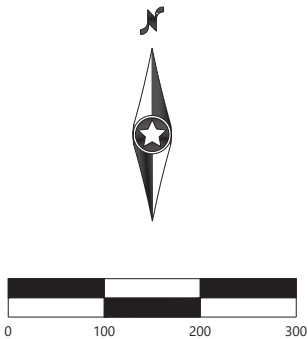
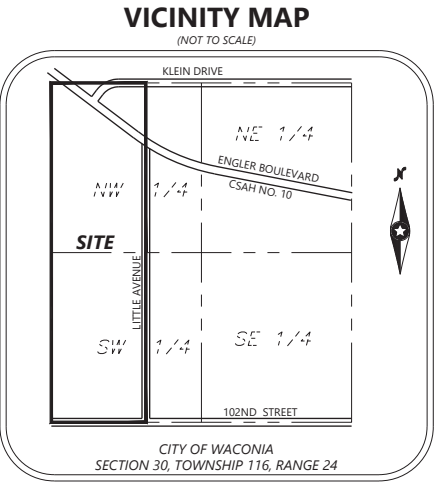
VILLA HOMES (52-FOOT WIDE LOTS)



HOLBROOK 2ND ADDITION

- SET 1/2" BY 14" IRON REBAR WITH CAP #53596
- FOUND MONUMENT, AS SHOWN ON PLAT
- FOUND CARVER COUNTY CAST IRON MONUMENT

THE EAST LINE OF OUTLOT L, HOLBROOK,
HAS A BEARING OF N 00°15'09" E
(CARVER COUNTY, NAD83(2011AD))



INSET A
(SEE SHEET 2 OF 2 SHEETS)

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property situated in the County of Carver, State of Minnesota, to wit:

Outlot L, HOLBROOK, according to the recorded plat thereof, Carver County, Minnesota.

Has caused the same to be surveyed and platted as **HOLBROOK 2ND ADDITION** and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

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

By _____
Its _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, its _____ of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

(Signature) (Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

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

Dated this _____ day of _____, 20_____.

Mathew J. Welinski, Licensed Land Surveyor
Minnesota License No. 53596

STATE OF MINNESOTA
COUNTY OF HENNEPIN
This instrument was acknowledged before me on _____ by Mathew J. Welinski, Minnesota License No. 53596.

(Signature) (Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF WACONIA, MINNESOTA
This plat of **HOLBROOK 2ND ADDITION** was approved and accepted by the City Council of the City of Waconia, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Waconia, Minnesota

By: _____
Mayor Clerk

COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20_____.

Brian Praske, County Surveyor

COUNTY AUDITOR, Carver County, Minnesota
I hereby certify that taxes payable in 20_____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20_____.

By: _____
Crystal Campos, County Auditor

COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this plat of **HOLBROOK 2ND ADDITION** was filed this _____ day of _____, 20_____, at _____ o'clock _____ M., as Document No. _____.

By: _____
Kaaren Lewis, County Recorder

HOLBROOK 2ND ADDITION

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

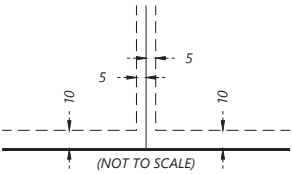
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- FOUND MONUMENT, AS SHOWN ON PLAT
- FOUND CARVER COUNTY CAST IRON MONUMENT

THE EAST LINE OF OUTLOT L, HOLBROOK,
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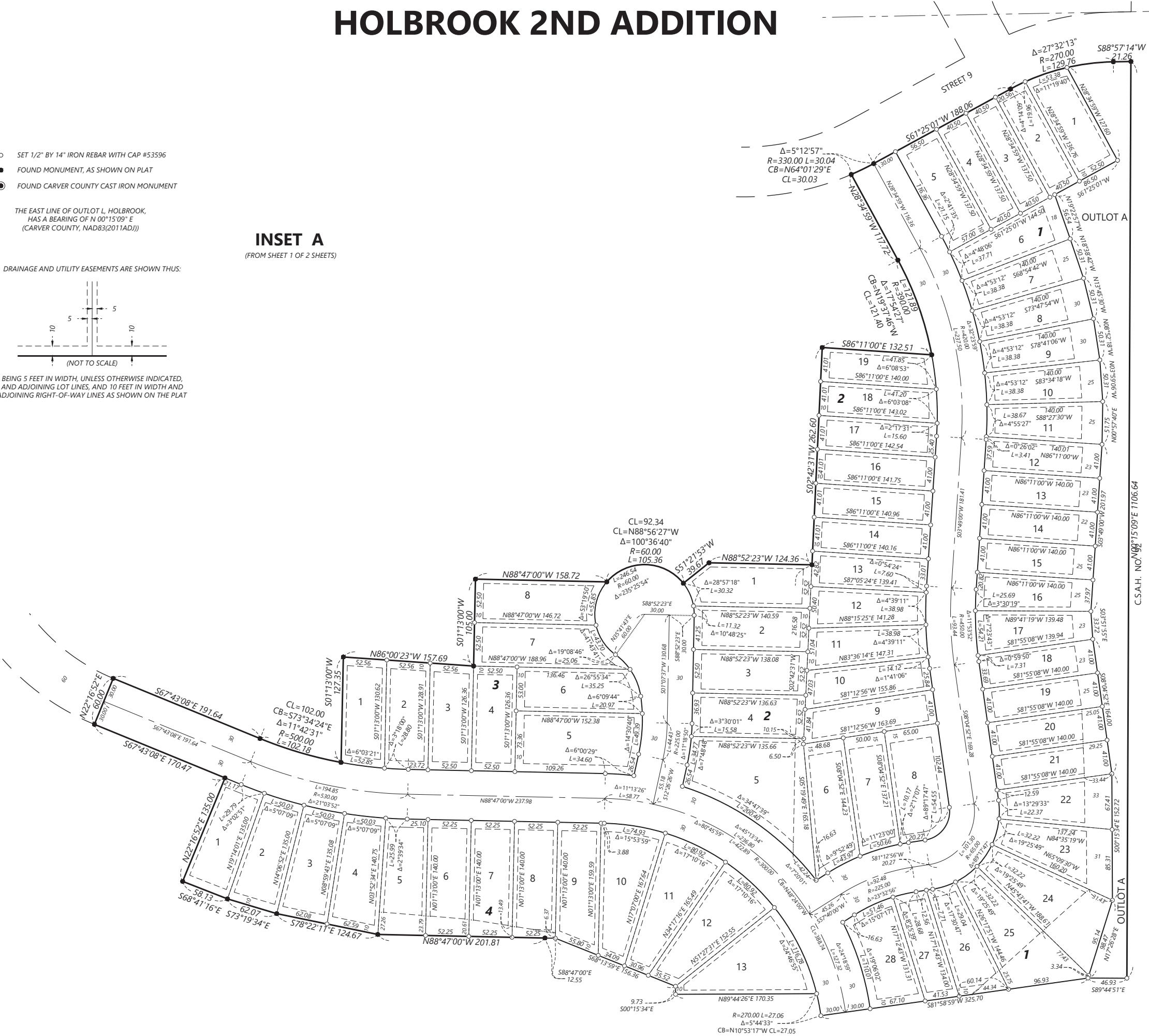
INSET A

(FROM SHEET 1 OF 2 SHEETS)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED,
AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND
ADJOINING RIGHT-OF-WAY LINES AS SHOWN ON THE PLAT





REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 7, 2025	
Item Name: Door Lock System Additions Project - Water Treatment Plant	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action (if any) :	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-xxx Approving Capital Project at Water Treatment Plant for Door Lock System Additions	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i> A project listed in the City's current 2025 capital budget is door lock system additions at the water treatment plant. The water treatment plant currently has the same system that is utilized at City Hall, the fire station facilities, Brook Peterson park grandstand, Public Services, and the ice arena for door locks and access administration. Staff budgeted to add additional doors this year so that the facility continues to maintain maximum security and reduce the use of physical keys to access points in the building. The City has budgeted to use cash in the Water Utility Fund (601) to complete the project. The total budgeted for this project is \$11,000. The total cost for all work to be completed in 2025 is \$8,372.00 based on the quote and statement of work provided by the vendor. With approval of the project, staff will work with the vendor to get time scheduled for installation.	
ATTACHMENTS: 1. Resolution Approving Water Treatment Door Additions 2. USA Security Quote	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Water Utility Fund (601) Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: Park Board: Personnel Committee: Other: More sample text.

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

**RESOLUTION APPROVING CAPITAL PROJECT AT WATER TREATMENT PLANT
FOR DOOR LOCK SYSTEM ADDITIONS WITH USA SECURITY, INC.**

WHEREAS, the 2025 capital improvement plan includes a project for door lock system additions at the Water Treatment Plant facility; and

WHEREAS, the City works with the vendor USA Security, Inc. to maintain, monitor, and make additions to the security and door lock system; and

WHEREAS, the City currently utilizes key card entry to the Water Treatment Plant facility and this project will add additional doors to maximize security to access points in the facility; and

WHEREAS, the City budgeted \$11,000 to fund the project and plans to utilize Water Utility fund cash (Fund 601); and

WHEREAS, the quote and statement of work provided by the vendor states the total project costs will be \$8,372.00; and

WHEREAS, City staff requests approval of the project to ensure work can be scheduled with the vendor as soon as possible.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Waconia hereby approves the capital project at Water Treatment Plant facility for door lock system additions with USA Security, Inc. totaling \$8,372.00.

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

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator

**USA Security, Inc.**

Phone: (952) 829-5919

Fax: (952) 829-5861

6251 Bury Drive
Eden Prairie, MN 55346**Quote**No.: **35203**

Date: 3/14/2025

Prices are firm until: 4/4/2025

Prepared for:

Accounting .

City of Waconia: Water Treatment Plant

200 E 10th Street

Waconia, MN 55387 USA

Prepared by: Chris Daniels

Account No.: 26252

Description	Quantity	Unit Price	Total
2 additional doors at WTP			
4 entry +2 relay expansion module (requires OP-ACC)	1	\$685.00	\$685.00
4 Openpath inputs, 4 REX, 4 contact, 2 generic inputs, 6 output relays Non-reader inputs can be			
Hess 9600 Electric Strike, 12/24V - 630 Satin SS, 3/4 inch pull latch Surface.	1	\$412.00	\$412.00
HES Electric Strike with 801 & 801A Faceplates, 630 Finish	1	\$285.00	\$285.00
Request to Exit PIR White	2	\$128.00	\$256.00
RECESSED 3/4 WIDE GAP BROWN SPDT	2	\$23.00	\$46.00
Standard Smart Reader V2; black; low and high frequency version	2	\$290.00	\$580.00
MISC MOUNTING PARTS	2	\$29.00	\$58.00
Wire 18/6 500' Box Plenum Shielded	4	\$226.00	\$904.00
Wire 18/4 500' Box Plenum Non-Shielded	2	\$148.00	\$296.00
Access Install (Cabling, Devising, Testing & Approval)	24	\$145.00	\$3,480.00
Project Management, Inventory, Planning, Documentation, Misc.	1	\$480.00	\$480.00
Openpath Premium Subscription - per door	2	\$300.00	\$600.00
Labor:Production	2	\$145.00	\$290.00

Your Price: **\$8,372.00****Total:** **\$8,372.00****Accepted by:** _____**Date:** _____**Disclaimer**

Taxes and local state/county fees are the responsibility of the customer. This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from client and the project requirements. Actual cost may change once project elements are finalized or negotiated. Door hardware: This quote/proposal is based on the good faith that all doors and its mechanical hardware are in a working and properly adjusted condition. // Fire Life Safety Considerations: Unless specifically stated in this quote it is assumed that customer (client) will pull and/or request the fire permit and inspection if required for the work quoted. // High Voltage Considerations: Unless specifically stated in this quote it is assumed the customer (client) will schedule necessary high voltage work with a qualified electrician and ensure any local permitting has been addressed as/if needed. // Drywall patching or painting is not included. Trenching is not included. If paying this quote by method of credit card, there will be an additional 2% charged for processing fees.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025
Item Name:	Order Feasibility Report and Assessment Benefit Evaluation for the 2026 Downtown Phase 4 Reconstruction Project
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action (if any) : Adopt Resolution No. 2024-063 Authorizing Survey Work and Solicit Geotechnical Services Quotes	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution No. 2025-110 Ordering the Preparation of Feasibility Study and Assessment Benefit Evaluation for the Downtown Reconstruction Phase 4 Project	
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>	
The City has been steadily working to reconstruct the streets in the downtown area over the past several years. Staff is now prepared to begin the work for the 2026 Downtown Phase 4 project. The 2026 project streets are generally described as along 1st Street from Olive Street to Spruce Street, Elm and Pine Streets between 1st and 2nd Streets, and 2nd Street from Elm Street to Pine Street. Council previously authorized the completion of topographical survey and solicitation of quotes via Resolution #2024-063 for future phases 3 and 4 of the planned downtown reconstruction in 2025 and 2026. It is now recommended to proceed with the preliminary design items, the Feasibility Study, and the Assessment Benefit Evaluation for the Phase 4 project. Remaining steps needed ahead of final design include project scoping, determining the stormwater management approach, completing a Feasibility Study, and conducting the first of two required Public Hearings. The Assessment Benefit Evaluation can be completed any time after the completion of the Feasibility Study. It is recommended to authorize this step now and initiate this work once the Feasibility Study is approved. Next Steps & Schedule: • Spring 2025 Authorize Preliminary Design & Completion of a Feasibility Study • Summer 2025 Complete Preliminary Design, Determine Stormwater Management Approach, & Finalize the Feasibility Study • Fall 2025 Approve the Feasibility Study & Conduct the Improvement Hearing • Winter 2025-26 Complete the Final Design, Complete the Assessment Benefit Evaluation, & Conduct a Public Open House • Spring 2026 Advertise Project, Open Bids, & Award Project • Summer-Fall 2026 Substantially Construct Project • Fall 2026 Conduct Assessment Hearing	

- Summer 2027 Complete Final Paving/Punchlist & Closeout Project

Staff recommends adoption of the Resolution in order to proceed with the project.

ATTACHMENTS:

1. Resolution No. 2025-110 Ordering Preparation of Feasibility Study & Assessment Evaluation Downtown Reconstruction Phase 4 Project
2. Downtown Reconstruction Phase 4 Preliminary Design Items

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

CITY OF WACONIA
RESOLUTION NO. 2025-110
RESOLUTION ORDERING PREPARATION OF FEASIBILITY STUDY &
ASSESSMENT BENEFIT EVALUATION FOR
THE DOWNTOWN RECONSTRUCTION PHASE 4 PROJECT

WHEREAS, it is proposed to improve streets and utilities in the downtown area and to assess the benefiting properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429. The proposed project area includes the following locations:

- First Street West from Olive Street to Elm Street
- First Street East from Elm Street to Spruce Street
- Elm Street South from First Street to Second Street
- Pine Street South from First Street to Second Street
- Second Street East from Elm Street to Pine Street

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

1. That the proposed improvement, called the Downtown Reconstruction Phase 4 Project, be referred for study and that the City Engineer is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.
2. That the proposed improvement also be referred for An Assessment Benefit Evaluation and that the City Attorney initiate and obtain a third-party benefit analysis after the completion of a Feasibility Study.

Adopted by the City Council of the City of Waconia this 7th day of April 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

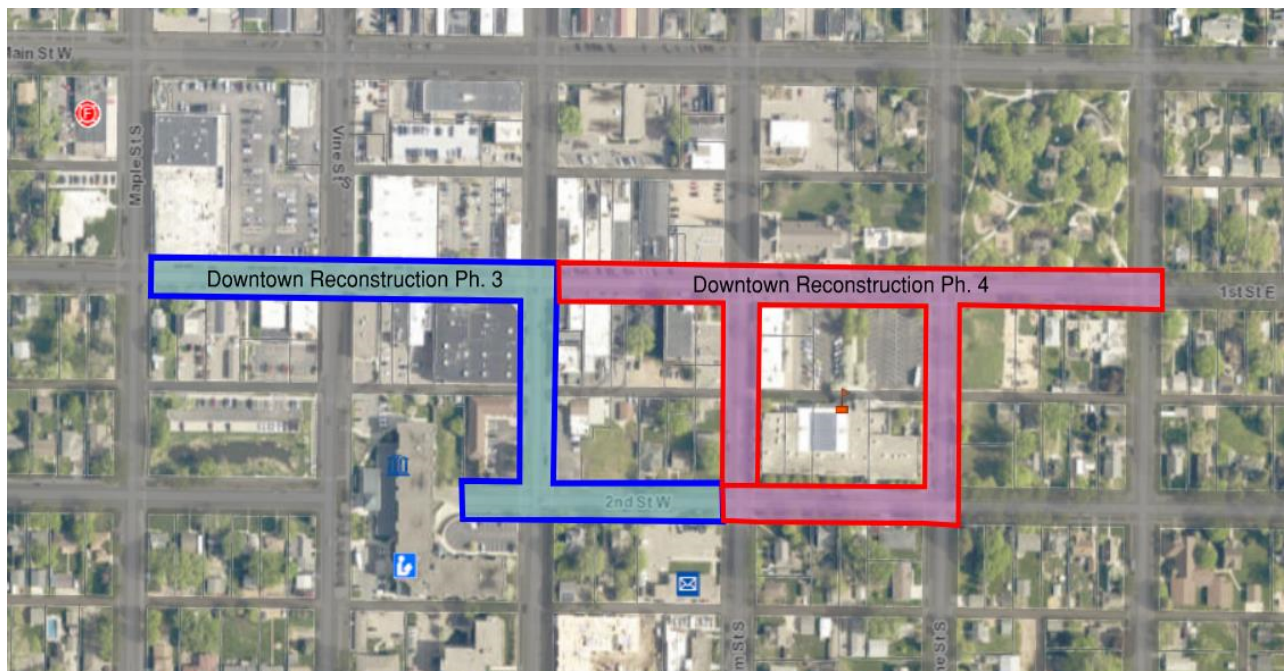
March 27, 2025

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

**RE: Downtown Reconstruction Phase 4
Preliminary Design Items**

Dear Mr. Haukaas,

The reconstruction of the City's downtown area began with Main Street and adjacent blocks to the south. The Phase 1 project was constructed in 2023-24. The Phase 2 project was substantially constructed in 2024 with final wear course paving scheduled for the summer of 2025. The Phase 3 project area is shown below. Phase 3 is through the final design phase, a construction contract has been awarded, and construction is tentatively scheduled to begin in late April or early May. The remaining planned downtown reconstruction project (Phase 4) is to the east of Phase 3 and is also shown below.



It is now recommended to proceed with the preliminary design items, the Feasibility Study, and the Assessment Benefit Evaluation for the Phase 4 project. Phase 4 topographic survey data collection / processing, soil borings, a geotechnical evaluation, and property inspections were previously approved with the Phase 3 project. Of these items, the topographic survey, the soil borings, and the geotechnical evaluation have already been completed. A firm is under contract to complete the necessary property inspections beginning in the fall of 2025. Remaining steps needed ahead of final design include project scoping, determining the stormwater management approach, completing a Feasibility Study, and conducting the first of two required Public Hearings. The Assessment Benefit Evaluation can be completed any time after the completion of the Feasibility Study. It is recommended to authorize this step now and initiate this work once the Feasibility Study is approved.

Please note this Phase 4 project may include the removal of Pine Street between First Street and Second Street. St. Joseph's Church and School has an agreement with the City to take over ownership of this property. By removing this impervious surface as part of this project the requirement to treat stormwater will be able to be reduced and possibly will be able to be eliminated. This will be evaluated further during the preliminary design stage, and additional information will be forthcoming.

Next Steps & Schedule:

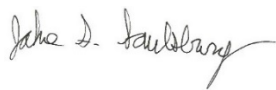
The following tentative schedule outlines the significant Phase 4 project steps assuming that construction is desired to commence early in 2026.

- | | |
|--------------------|---|
| • Spring 2025 | Authorize Preliminary Design & Completion of a Feasibility Study |
| • Summer 2025 | Complete Preliminary Design, Determine Stormwater Management Approach, & Finalize the Feasibility Study |
| • Fall 2025 | Approve the Feasibility Study & Conduct the Improvement Hearing |
| • Winter 2025-26 | Complete the Final Design, Complete the Assessment Benefit Evaluation, & Conduct a Public Open House |
| • Spring 2026 | Advertise Project, Open Bids, & Award Project |
| • Summer-Fall 2026 | Substantially Construct Project |
| • Fall 2026 | Conduct Assessment Hearing |
| • Summer 2027 | Complete Final Paving/Punchlist & Closeout Project |

I am available to discuss this letter and this project at your convenience.

Sincerely,

Bolton & Menk, Inc.



Jake Saulsbury, P.E.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	April 7, 2025																								
Item Name:	Carpet and Paint Contracts for City Hall Facility Updates																								
Originating Dept:	Administration																								
Presented By:	Jackie Schulze																								
Previous Council Action (if any) : Resolution No. 2025-045 Authorizing Staff to Obtain Pricing for Facility Improvements Resolution No. 2024-099 City Hall Facility Improvements Furniture Order																									
Item Type:	Discussion																								
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion text in proper format):</i> Adopt Resolution 2025-111 Approving Contracts for Paint and Carpet for City Hall Facility Update Project																									
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations):</i>																									
CIP Project #688 includes various upgrades to City Hall, including paint, carpet, and furniture. The furniture order was approved on March 24, 2025, and during that meeting, we discussed bringing paint and carpet quotes back for review at the April 7, 2025, meeting. Carpet Quotes: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Vendor</th> <th style="text-align: left;">Quote</th> </tr> </thead> <tbody> <tr> <td>Sage Flooring (Waconia)</td> <td>\$35,339.24</td> </tr> <tr> <td>Yetzer's (Waconia)</td> <td>\$57,287.99</td> </tr> <tr> <td>Atmosphere</td> <td>\$66,076.00</td> </tr> <tr> <td>CFS Floors (State Contract)</td> <td>Quote not received (measured, no quote provided)</td> </tr> </tbody> </table> This includes carpeting for the general office area, Maple Conference Room, Oak Conference Room, and Olive Conference Room, along with vinyl flooring for the Sheriff's Substation. We recommend selecting Sage Flooring from Waconia, MN, as they successfully provided carpet for Safari Island last year, and the installation and quality met expectations. Paint Quotes: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Vendor</th> <th style="text-align: left;">Quote</th> <th style="text-align: left;">Notes</th> </tr> </thead> <tbody> <tr> <td>CertaPro Painters (Eden Prairie)</td> <td>\$20,911</td> <td>This number includes estimated cost for accent walls (not part of official quote).</td> </tr> <tr> <td>Cedar Tone Properties & Painting (Rockford)</td> <td>\$20,970</td> <td>Estimate includes restroom painting (not in original quote). No pricing provided for accent walls—potential additional cost.</td> </tr> <tr> <td>Nakasone (State Contract)</td> <td>\$34,731.90</td> <td></td> </tr> </tbody> </table>				Vendor	Quote	Sage Flooring (Waconia)	\$35,339.24	Yetzer's (Waconia)	\$57,287.99	Atmosphere	\$66,076.00	CFS Floors (State Contract)	Quote not received (measured, no quote provided)	Vendor	Quote	Notes	CertaPro Painters (Eden Prairie)	\$20,911	This number includes estimated cost for accent walls (not part of official quote).	Cedar Tone Properties & Painting (Rockford)	\$20,970	Estimate includes restroom painting (not in original quote). No pricing provided for accent walls—potential additional cost.	Nakasone (State Contract)	\$34,731.90	
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Painting will cover the administration offices, Council Chambers, Oak Conference Room, hallways, lobby, and restrooms. We recommend contracting with CertaPro Painters, as their pricing is competitive and includes estimates for accent wall work.

Project Implementation:

- Furniture Movement: Atmosphere, our furniture vendor, will assist in removing old furniture before paint and carpet installation.
- Timeline: Work is expected to begin in early June and will be completed in stages.
- Work Adjustments: Staff will have work-from-home days, with a small group working from a conference room once it is completed.
- Contingency: A 15% contingency is recommended to cover potential additional accent walls, minor wall repairs, or fluctuations in carpet costs.

Based on these quotes, staff recommends contracting with Sage Flooring for carpet and CertaPro Painters for painting.

ATTACHMENTS:

1. Resolution No. 2025-111 Approving Contracts for City Hall Facility Updates
2. CertaPro Painters Quote
3. CertaPro Painters Quote
4. Sage Carpet Maple Room Quote
5. Sage Carpet Oak Room Quote
6. Sage Carpet Main Area Quote
7. Sage Vinyl Sheriff Office Quote

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Budget Information: X - CIP Budgeted Project #688 Non-Budgeted Amendment Required	Planning Commission:	
	Park Board:	
	Personnel Committee:	
	Other: More sample text.	

**CITY OF WACONIA
RESOLUTION NO. 2025-111**

**RESOLUTION APPROVING CONTRACTS FOR CITY HALL
PAINTING AND CARPET INSTALLATION
UNDER CIP PROJECT #688**

WHEREAS, CIP Project #688 includes necessary upgrades to City Hall, including paint, carpet, and furniture; and

WHEREAS, quotes for carpet were received for carpet installation in the Maple Conference Room, Oak Conference Room, and Olive Conference Room, and administration office area, as well as for vinyl flooring in the Sheriff's substation; and

WHEREAS, the low carpet quote was obtained by Sage Flooring out of Waconia, MN; and

WHEREAS, staff has received acceptable quotes for painting services for which scope included the administration offices, Council Chambers, Oak Conference Room, hallways, lobby, and restrooms; and

WHEREAS, the low carpet quote was obtained by CertaPro Painters of Eden Prairie; and

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

1. The contract for carpet installation is hereby awarded to Sage Flooring of Waconia, MN; and
2. The contract for painting services is hereby awarded to CertaPro Painters of Eden Prairie, Minnesota; and
3. A small contingency for wall repair or minimal cost increases should be assumed; and
4. Staff are authorized to execute all agreements and take appropriate actions to complete the project.

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

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

JOB SITE

City of Waconia - Administration

📍 201 South Vine Street
 Waconia, MN 55387
 ☎ (952) 442-3103
 ✉ jschulze@waconia.org

PREPARED BY

Kelly Morlock
 Franchise Owner
 ☎ 612-759-3785
 ✉ kmorlock@certapro.com



CLIENT

City of Waconia

📍 201 South Vine Street
 Waconia, MN 55387
 ☎ (952) 442-3103
 ✉ jschulze@waconia.org

CLIENT CONTACTS

Jackie Schulze
 M: (952) 442-3103
 E: jschulze@waconia.org
 201 South Vine Street
 Waconia, MN 55387

PRICING:

Base Price:	\$7,475.59
Subtotal:	\$7,475.59
Total:	\$7,475.59

GENERAL SCOPE OF WORK

The drywall repairs in the photos are standard prep and is included in the proposal.
 If Accent Walls are added there will be an additional charge of \$150.00 per Accent Wall.
 Final colors are to be determined.

INCLUDES AND EXCLUDES

EXCLUDES:

- Any room not specifically listed in the proposal
- Any surface not expressly included in the proposal
- Wall/Drywall Repairs on Time/Materials basis @ \$85.00 per man-hour

SET-UP

CUSTOMER TO:

Allow clear access to work areas, 3 feet clearance , Ensure all areas being painted are free from dirt and dust , Movable furniture to center of room , Move appliances to paint behind , Remove all movable furniture , Remove all wall art , Remove drapes and blinds , Remove small and fragile objects

CERTAPRO WILL

Move furniture as requested on a per man-hour \$ basis , Properly mask areas not being painted , Remove and replace switch plates and outlet covers

CERTAPRO WILL COVER & PROTECT

Cabinets/fixtures , Floors , Furniture

CLEAN UP

To be completed in full daily in each room so as to allow customer access if requested by customer. Prep materials i.e. drop cloths, paper, plastic etc. used to protect the customer's home and furniture will remain until final room(s) completion. The drop cloths, tools, ladders and supplies to be placed in determined location by the customer for safety.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
101 Main Office Area			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
102 Office - Braaten			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
103 Plan Room			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
104 Copy Room			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
105 Inner Hall			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
106 Breakroom			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
107 Office - Lechner			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
108 Office - Chatterbox			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
109 Office - Sailboat			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
110 Office - Fineran			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
111 Office - Schulze			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
112 Office - Meyer			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
113 Office - Ortloff			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
114 Oak Conference Room			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
115 Council Chambers			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD

ADDENDUM - ALL PICTURES



101 Main Office Area



102 Office - Braaten



103 Plan Room



104 Copy Room



105 Inner Hall



106 Breakroom



107 Office - Lechner



108 Office - Chatterbox



109 Office - Sailboat



110 Office - Fineran



111 Office - Schulze



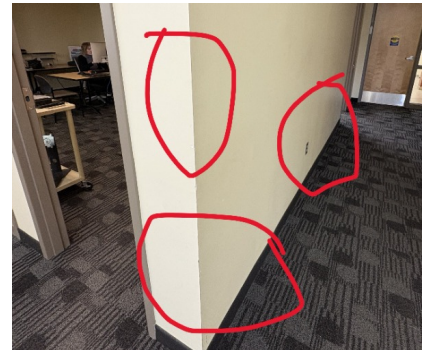
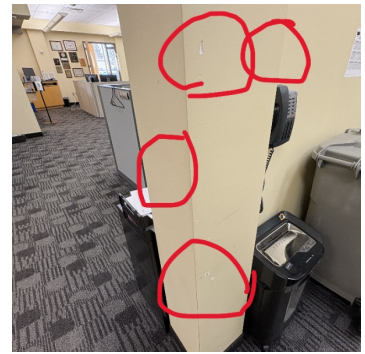
112 Office - Meyer



113 Office - Ortloff



115 Council Chambers



NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

THIS PROPOSAL IS FOR AN INTERIOR PAINTING PROJECT. PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED. THIS OFFER IS VALID FOR 60 DAYS.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests. **FURNITURE MOVING:** Customers are required to move furniture/appliances that we are to paint behind. We are willing and able to help move furniture/appliances as required to complete the project; however, we cannot be held responsible for any damage resulting from these activities. There will be a charge of \$70.00 per manhour.

MORE THAN 4 WALL COLORS: Each proposal assumes 1 wall color per room and no more than 4 wall colors in total. There will be an additional upcharge of \$150.00 per additional color chosen above 4 wall colors.

ACCENT WALLS: A wall that can have a different color, shade, design or material from the other walls around it. Accent walls require additional time, prep, materials and product, therefore, a minimum charge of \$150.00 will be added for each Accent Wall.

WALLS WITH EXISTING SHEEN HIGHER THAN FLAT: Walls that currently have a sheen higher than Flat (Matte, Low Luster, Satin, Egg-Shell, Semi-Gloss, Gloss) i.e. kitchens and bathrooms, walls that require wall repair (spackling, sanding and spot priming) will also require a full primer coat UNLESS the new topcoat is flat. Anything other than Flat (without a primer coat) will show flashing in the areas the walls have been repaired and spot primed. This would make the areas look patchy.

THE INTERPRETATION OF TERMS AND PHRASES AFFECTS THE PAINTING AND DECORATING CONTRACTOR'S COST IN THE PERFORMANCE OF A PROJECT: We adhere to the standards of the PDCA (Painting and Decorating Contractors of America).

CERTAPRO PAINTERS COMPLIES WITH: All local, state, and federal laws; including but not limited to the EPA Lead-Safe Program.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty, this is a legal document. Please see back of proposal for details. (*Note that nail pops, cracks and water damage are structural issues, therefore, they are not warranty issues.

CERTAPRO PAINTERS PARTICIPATES IN THE MINNESOTA PAINT RECYCLING PROGRAM:

PAYMENT TERMS: Pricing assumes payment by check. Provide check to be made out to *CertaPro Painters* to the Job Site Supervisor assigned to your project. If paying by credit card, please contact our office at 952-228-9909. We accept Visa, Master Card, American Express and Discover. A *processing fee* of 3% will be added for credit card payments.

A Late Payment Fee of 3% will be assessed for each 30-day Late Payment Period.

ADDITIONAL NOTES

TERM OF CONTRACT:

1.01 This agreement becomes effective when signed and will continue in effect until the services provided for under this Agreement have been performed or unless terminated sooner as provided in Article 6 of this Agreement.

SERVICES TO BE PERFORMED BY CONTRACTOR:

Specific Services:

2.01. Contractor agrees to perform the services specified in the "Scope of Work" sections listed above on this Agreement and incorporated into this Agreement by reference.

Method of Performing Services:

2.02. Contractor will determine the method, details, and means of performing the services in the "Scope of Work". Customer may specify only the results desired in the "Scope of Work".

Employment of Assistants:

2.03. Contractor may, at Contractor's own expense, employ any assistants that Contractor deem necessary to perform the services required of Contractor by this Agreement.

PAYMENT TERMS:

3.01. Customer agrees to pay to Contractor in full for the services in the "Scope of Work" on the final scheduled day, after the final walk-through, that Contractor performs the services.

3.02. On large projects, a progress payment is due halfway through via a written Change Order signed by both parties. "Contractor may suspend work until the progress payment of \$xxxx is paid. If the \$xxxx progress payment is not made within five (5) business days, Contractor may terminate the Agreement".

OBLIGATIONS OF CONTRACTOR:

Service:

4.01. Customer understands that Contractor performs services for multiple Customers and is subject to Contractor's schedule.

Hours During Which Contractor Performs Services:

4.02. Regular Contractor hours of service are 8:00am - 5:00pm Monday through Friday. Other/additional hours may be arranged in a written Change Order signed by both parties.

Equipment:

4.03. Contractor will supply all tools, equipment, instruments, supplies, and other materials required to perform the services under this Agreement except as stated in a written Change Order signed by both parties.

OBLIGATIONS OF CUSTOMER:

Cooperation of Customer:

5.01. Customer agrees to comply with all reasonable requests of Contractor necessary for Contractor to complete the services in the "Scope of Work".

Place of Work:

5.02. Customer agrees that Contractor will require ingress, egress and reasonable space in Customer's premises to perform it's services.

TERMINATION OF AGREEMENT:

Expiration of Agreement:

6.01. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the Contractor completes the "Scope of Work" services.

Termination Notice by Customer:

6.02. Customer may terminate this Agreement only in writing, which shall include the entire basis for terminating the Agreement. Customer agrees to pay Contractor for all services performed through the date of termination of this Agreement.

Termination by Contractor:

6.03. Contractor may terminate this Agreement in writing if;

- * Customer is not in ownership of the premises
- * Customer defaults in Obligations of Customer.
- * Customer declares bankruptcy.

GENERAL PROVISIONS:

Notices:

7.01. Any notices to be given under this Agreement by either party to the other party shall be made in writing including electronic email. Written notice may be delivered by:

- * Handing it to the party.
- * Emailing it to the party with delivery notification.
- * Mailed to the party via registered or certified mail with postage prepaid and with return receipt requested. Mailed notices shall be addressed to the party at the address stated in this Agreement. Notice is deemed to be effective one (1) business day after mailing.

Entire Agreement of the Parties:

7.02. This Agreement is the entire agreement between the parties and supersedes all prior agreements, whether oral and written, between the parties regarding the "Scope of Work" services. This Agreement may be modified only by a written Change Order signed by both parties.

Partial Invalidity:

7.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees:

7.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, Contractor shall be entitled to reasonable attorneys' fees in addition to any other relief to which Contractor may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

Governing Law:

7.05. Minnesota law governs this agreement.

COLOR CONSULTATION: All of our proposals include a one hour color consult if requested and color matching services as needed. **ACCENT WALLS:** If a customer would like to add an Accent Wall any time after receipt of this proposal there will be an additional charge of \$150.00 per Accent Wall. **3rd COAT OF PAINT:** There are certain paint colors (Deep Base colors such as dark reds) that may require more than 2 coats for proper coverage or depth of tone. If after 2 coats, you are not satisfied with the look, we fill out a Change Order and proceed to apply additional coats at \$75.00 per manhour plus materials (if needed) to achieve your desired outcome. **UNFORESEEN CONDITIONS CANNOT BE PREDICTED AND THEREFORE NOT INCLUDED IN THIS PROPOSAL:** On very rare occasions, there are necessary repairs that are not included in the estimate. These are usually items not visible during the proposal process. Examples include wall damage hidden behind large furniture or in closets behind clothing, high wall and ceiling work where we cannot identify the quality of the structure (i.e. drywall ends not on studs, repairs done with a different thickness drywall etc.). Should something outside the scope of the work be encountered, we will notify you and proceed upon your approval with a signed Change Order. **DRYWALL AND CARPENTRY:** Any drywall or carpentry work to be done by anyone other than CertaPro Painters must be 100% complete before CertaPro Painters can begin painting the project. All drywall and carpentry estimates are based on visual inspections. Pricing could change if there are non-visible items that would require additional work to complete. Removal and disposal of drywall and carpentry materials may be subject to a \$50-\$100 disposal fee based on the amount of materials being removed. **LIEN NOTICE:** As required by Minnesota Construction Lien Law, claimant (also described herein as 'seller') hereby notifies owner (also described herein as 'buyer') that persons or companies performing, furnishing, or procuring labor services, materials, plans or specifications for the construction on owner's land may have lien rights on owners and buildings if not paid. Those entitled to lien rights, in addition, to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and owner's lender, if any, to see all potential lien claimants are duly paid.

SIGNATURES


CertaPro Painters Authorized Signature 02/11/2025
Date

Authorized Client Signature Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☒ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller Morlocks

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

JOB SITE

City of Waconia - Public

📍 201 South Vine Street
 Waconia, MN 55387
 ☎ (952) 442-2184
 ✉ jschulze@waconia.org

CLIENT

City of Waconia

📍 201 South Vine Street
 Waconia, MN 55387
 ☎ (952) 442-3103
 ✉ jschulze@waconia.org

CLIENT CONTACTS

Jackie Schulze
 M: (952) 442-3103
 E: jschulze@waconia.org
 201 South Vine Street
 Waconia, MN 55387

PRICING:

Base Price:	\$11,309.17
Subtotal:	\$11,309.17
Lift Rental	\$927.00
Total:	\$12,236.17

GENERAL SCOPE OF WORK

The proposal is based on all components done at the same time.
 Should timing change additional charges may apply.
 Final colors are to be determined.

INCLUDES AND EXCLUDES

EXCLUDES:

- Any room not specifically listed in the proposal
- Any surface not expressly included in the proposal
- Wall/Drywall Repairs on Time/Materials basis @ \$85.00 per man-hour

SET-UP

CUSTOMER TO:

Allow clear access to work areas, 3 feet clearance , Ensure all areas being painted are free from dirt and dust , Movable furniture to center of room , Move appliances to paint behind , Remove all movable furniture , Remove all wall art , Remove drapes and blinds , Remove small and fragile objects

CERTAPRO WILL

Move furniture as requested on a per man-hour \$ basis , Properly mask areas not being painted , Remove and replace switch plates and outlet covers

CERTAPRO WILL COVER & PROTECT

Cabinets/fixtures , Floors , Furniture



Kelly Morlock
 Franchise Owner
 ☎ 612-759-3785
 ✉ kmorlock@certapro.com

CLEAN UP

To be completed in full daily in each room so as to allow customer access if requested by customer. Prep materials i.e. drop cloths, paper, plastic etc. used to protect the customer's home and furniture will remain until final room(s) completion. The drop cloths, tools, ladders and supplies to be placed in determined location by the customer for safety.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
101 Vestibule			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
Ceiling	CHB Interior Latex-Latex-Flat	2 / 0	White
102 Lobby			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
Ceiling	CHB Interior Latex-Latex-Flat	2 / 0	White
103 Hallway			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
104 City Hall Rear Entrance			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
105 Library/Elevator			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
106 Restroom/Vending			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
108 Accent Columns			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	Accent
109 Men's Restroom			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
110 Women's Restroom			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	TBD
111 Doors and Window Frames			
Pre-painted frames only.			
Door Frame(s)	Pro Industrial DTM Acrylic-Acrylic-Eg-Shel General Purpose	2 / 1	Choose - TBD
Window Frame(s)	Pro Industrial DTM Acrylic-Acrylic-Eg-Shel General Purpose	2 / 1	Choose - TBD
111 Restroom Accent Walls			
Walls	Reserve-100% Acrylic-Eggshell	2 / 0	Accent

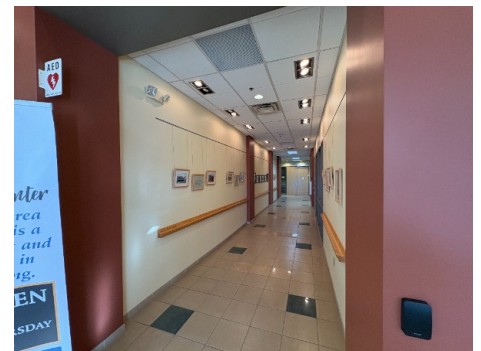
ADDENDUM - ALL PICTURES



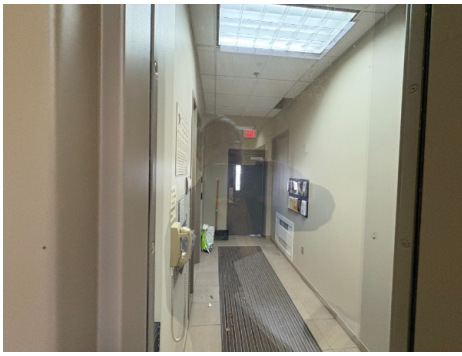
101 Vestibule



102 Lobby



103 Hallway



104 City Hall Rear Entrance



105 Library/Elevator



106 Restroom/Vending



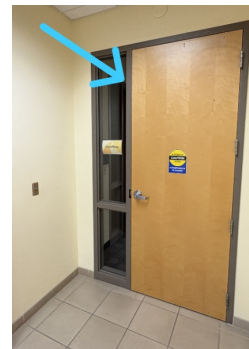
108 Accent Columns



109 Men's Restroom



111 Doors and Window Fr...





NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

THIS PROPOSAL IS FOR AN INTERIOR PAINTING PROJECT. PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED. THIS OFFER IS VALID FOR 60 DAYS.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests. **FURNITURE MOVING:** Customers are required to move furniture/appliances that we are to paint behind. We are willing and able to help move furniture/appliances as required to complete the project; however, we cannot be held responsible for any damage resulting from these activities. There will be a charge of \$70.00 per manhour.

MORE THAN 4 WALL COLORS: Each proposal assumes 1 wall color per room and no more than 4 wall colors in total. There will be an additional upcharge of \$150.00 per additional color chosen above 4 wall colors.

ACCENT WALLS: A wall that can have a different color, shade, design or material from the other walls around it. Accent walls require additional time, prep, materials and product, therefore, a minimum charge of \$150.00 will be added for each Accent Wall.

WALLS WITH EXISTING SHEEN HIGHER THAN FLAT: Walls that currently have a sheen higher than Flat (Matte, Low Luster, Satin, Egg-Shell, Semi-Gloss, Gloss) i.e. kitchens and bathrooms, walls that require wall repair (spackling, sanding and spot priming) will also require a full primer coat UNLESS the new topcoat is flat. Anything other than Flat (without a primer coat) will show flashing in the areas the walls have been repaired and spot primed. This would make the areas look patchy.

THE INTERPRETATION OF TERMS AND PHRASES AFFECTS THE PAINTING AND DECORATING CONTRACTOR'S COST IN THE PERFORMANCE OF A PROJECT: We adhere to the standards of the PDCA (Painting and Decorating Contractors of America).

CERTAPRO PAINTERS COMPLIES WITH: All local, state, and federal laws; including but not limited to the EPA Lead-Safe Program.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty, this is a legal document. Please see back of proposal for details. (*Note that nail pops, cracks and water damage are structural issues, therefore, they are not warranty issues.

CERTAPRO PAINTERS PARTICIPATES IN THE MINNESOTA PAINT RECYCLING PROGRAM:

PAYMENT TERMS: Pricing assumes payment by check. Provide check to be made out to *CertaPro Painters* to the Job Site Supervisor assigned to your project. If paying by credit card, please contact our office at 952-228-9909. We accept Visa, Master Card, American Express and Discover. A *processing fee* of 3% will be added for credit card payments.

A Late Payment Fee of 3% will be assessed for each 30-day Late Payment Period.

ADDITIONAL NOTES

TERM OF CONTRACT:

1.01 This agreement becomes effective when signed and will continue in effect until the services provided for under this Agreement have been performed or unless terminated sooner as provided in Article 6 of this Agreement.

SERVICES TO BE PERFORMED BY CONTRACTOR:

Specific Services:

2.01. Contractor agrees to perform the services specified in the "Scope of Work" sections listed above on this Agreement and incorporated into this Agreement by reference.

Method of Performing Services:

2.02. Contractor will determine the method, details, and means of performing the services in the "Scope of Work". Customer may specify only the results desired in the "Scope of Work".

Employment of Assistants:

2.03. Contractor may, at Contractor's own expense, employ any assistants that Contractor deem necessary to perform the services required of Contractor by this Agreement.

PAYMENT TERMS:

3.01. Customer agrees to pay to Contractor in full for the services in the "Scope of Work" on the final scheduled day, after the final walk-through, that Contractor performs the services.

3.02. On large projects, a progress payment is due halfway through via a written Change Order signed by both parties. "Contractor may suspend work until the progress payment of \$xxxx is paid. If the \$xxxx progress payment is not made within five (5) business days, Contractor may terminate the Agreement".

OBLIGATIONS OF CONTRACTOR:

Service:

4.01. Customer understands that Contractor performs services for multiple Customers and is subject to Contractor's schedule.

Hours During Which Contractor Performs Services:

4.02. Regular Contractor hours of service are 8:00am - 5:00pm Monday through Friday. Other/additional hours may be arranged in a written Change Order signed by both parties.

Equipment:

4.03. Contractor will supply all tools, equipment, instruments, supplies, and other materials required to perform the services under this Agreement except as stated in a written Change Order signed by both parties.

OBLIGATIONS OF CUSTOMER:

Cooperation of Customer:

5.01. Customer agrees to comply with all reasonable requests of Contractor necessary for Contractor to complete the services in the "Scope of Work".

Place of Work:

5.02. Customer agrees that Contractor will require ingress, egress and reasonable space in Customer's premises to perform it's services.

TERMINATION OF AGREEMENT:

Expiration of Agreement:

6.01. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the Contractor completes the "Scope of Work" services.

Termination Notice by Customer:

6.02. Customer may terminate this Agreement only in writing, which shall include the entire basis for terminating the Agreement. Customer agrees to pay Contractor for all services performed through the date of termination of this Agreement.

Termination by Contractor:

6.03. Contractor may terminate this Agreement in writing if;

- * Customer is not in ownership of the premises
- * Customer defaults in Obligations of Customer.
- * Customer declares bankruptcy.

GENERAL PROVISIONS:

Notices:

7.01. Any notices to be given under this Agreement by either party to the other party shall be made in writing including electronic email. Written notice may be delivered by:

- * Handing it to the party.
- * Emailing it to the party with delivery notification.
- * Mailed to the party via registered or certified mail with postage prepaid and with return receipt requested. Mailed notices shall be addressed to the party at the address stated in this Agreement. Notice is deemed to be effective one (1) business day after mailing.

Entire Agreement of the Parties:

7.02. This Agreement is the entire agreement between the parties and supersedes all prior agreements, whether oral and written, between the parties regarding the "Scope of Work" services. This Agreement may be modified only by a written Change Order signed by both parties.

Partial Invalidity:

7.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees:

7.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, Contractor shall be entitled to reasonable attorneys' fees in addition to any other relief to which Contractor may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

Governing Law:

7.05. Minnesota law governs this agreement.

COLOR CONSULTATION: All of our proposals include a one hour color consult if requested and color matching services as needed. ACCENT WALLS: If a customer would like to add an Accent Wall any time after receipt of this proposal there will be an additional charge of \$150.00 per Accent Wall. 3rd COAT OF PAINT: There are certain paint colors (Deep Base colors such as dark reds) that may require more than 2 coats for proper coverage or depth of tone. If after 2 coats, you are not satisfied with the look, we fill out a Change Order and proceed to apply additional coats at \$75.00 per manhour plus materials (if needed) to achieve your desired outcome. UNFORESEEN CONDITIONS CANNOT BE PREDICTED AND THEREFORE NOT INCLUDED IN THIS PROPOSAL: On very rare occasions, there are necessary repairs that are not included in the estimate. These are usually items not visible during the proposal process. Examples include wall damage hidden behind large furniture or in closets behind clothing, high wall and ceiling work where we cannot identify the quality of the structure (i.e. drywall ends not on studs, repairs done with a different thickness drywall etc.). Should something outside the scope of the work be encountered, we will notify you and proceed upon your approval with a signed Change Order. DRYWALL AND CARPENTRY: Any drywall or carpentry work to be done by anyone

other than CertaPro Painters must be 100% complete before CertaPro Painters can begin painting the project. All drywall and carpentry estimates are based on visual inspections. Pricing could change if there are non-visible items that would require additional work to complete. Removal and disposal of drywall and carpentry materials may be subject to a \$50-\$100 disposal fee based on the amount of materials being removed. LIEN NOTICE: As required by Minnesota Construction Lien Law, claimant (also described herein as 'seller') hereby notifies owner (also described herein as 'buyer') that persons or companies performing, furnishing, or procuring labor services, materials, plans or specifications for the construction on owner's land may have lien rights on owners and buildings if not paid. Those entitled to lien rights, in addition, to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and owner's lender, if any, to see all potential lien claimants are duly paid.

SIGNATURES



02/11/2025

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☒ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller Morlocks

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)



CARPET • HARDWOOD • VINYL • LAMINATE • TILE

www.SageFlooringMN.com

222 W Main St • Waconia MN 55387

612-799-4969

DATE: 02/27/2025

TO City of Waconia
Jackie Schulze

SALESPERSON		JOB	
Pat		Maple Room	
	DESCRIPTION		LINE TOTAL
	Carpet Tile <i>TBD</i>		\$2,396.00
	Remove existing carpet & dispose		\$320.00
	Professional carpet tile installation		\$760.00
SUBTOTAL			\$3,476.00
TAX			EXEMPT
TOTAL			\$3,476.00

Sage Flooring, LLC does require that all material or 50% of the job (whichever is greater) to be paid for before the job starts, the balance will then be collected once the job is complete and the owner is satisfied with the completed work.

Your total for down payment is:

\$2,396.00

WARRANTY:

All work completed by Sage Flooring will carry a two-year workmanship warranty, this warranty will not cover any defects in the material, only on workmanship. Please contact us if you have a defect in the material and we will get in touch with the manufacturer. Also, our warranty is null and void if you pull up the material for any reason without us knowing, the material is cleaned with an unapproved cleaning solution or company (please contact us for a list of approved cleaning solutions, cleaning companies) or any other reason that we find is not a workmanship issue. Our warranty only covers installation issues.

We agree to have Sage Flooring install our flooring and if we break this contract, we understand that there is 50% nonperformance fee that will not be refunded.

X_____X_____

THANK YOU FOR THE OPPORTUNITY TO GAIN YOUR BUSINESS!



www.SageFlooringMN.com
222 W Main St • Waconia MN 55387
612-799-4969

DATE: 02/27/2025

TO City of Waconia
 Jackie Schulze

SALESPERSON		JOB	
Pat		Oak Room	
	DESCRIPTION		LINE TOTAL
	Carpet Tile <i>TBD</i>		\$1,048.25
	Remove existing carpet & dispose		\$225.00
	Professional carpet tile installation		\$425.00
	Carpet base		\$122.65
	Professional carpet base installation		\$115.00
SUBTOTAL			\$1,935.90
TAX			EXEMPT
TOTAL			\$1,935.90

Sage Flooring, LLC does require that all material or 50% of the job (whichever is greater) to be paid for before the job starts, the balance will then be collected once the job is complete and the owner is satisfied with the completed work.

Your total for down payment is:

\$1,170.90

WARRANTY:

All work completed by Sage Flooring will carry a two-year workmanship warranty, this warranty will not cover any defects in the material, only on workmanship. Please contact us if you have a defect in the material and we will get in touch with the manufacturer. Also, our warranty is null and void if you pull up the material for any reason without us knowing, the material is cleaned with an unapproved cleaning solution or company (please contact us for a list of approved cleaning solutions, cleaning companies) or any other reason that we find is not a workmanship issue. Our warranty only covers installation issues.

We agree to have Sage Flooring install our flooring and if we break this contract, we understand that there is 50% nonperformance fee that will not be refunded.

X_____X_____

THANK YOU FOR THE OPPORTUNITY TO GAIN YOUR BUSINESS!



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222 W Main St • Waconia MN 55387
612-799-4969

DATE: 02/27/2025

TO City of Waconia
 Jackie Schulze

SALESPERSON		JOB	
Pat		Main Area	
	DESCRIPTION		LINE TOTAL
	Carpet Tile <i>TBD</i>		\$14,675.50
	Remove existing carpet & dispose		\$1,347.50
	Professional carpet tile installation		\$4,655.00
	Carpet base		\$914.55
	Professional carpet base installation		\$626.67
SUBTOTAL			\$22,219.22
TAX			EXEMPT
TOTAL			\$22,219.22

Sage Flooring, LLC does require that all material or 50% of the job (whichever is greater) to be paid for before the job starts, the balance will then be collected once the job is complete and the owner is satisfied with the completed work.

Your total for down payment is:

\$15,590.05

WARRANTY:

All work completed by Sage Flooring will carry a two-year workmanship warranty, this warranty will not cover any defects in the material, only on workmanship. Please contact us if you have a defect in the material and we will get in touch with the manufacturer. Also, our warranty is null and void if you pull up the material for any reason without us knowing, the material is cleaned with an unapproved cleaning solution or company (please contact us for a list of approved cleaning solutions, cleaning companies) or any other reason that we find is not a workmanship issue. Our warranty only covers installation issues.

We agree to have Sage Flooring install our flooring and if we break this contract, we understand that there is 50% nonperformance fee that will not be refunded.

X_____X_____

THANK YOU FOR THE OPPORTUNITY TO GAIN YOUR BUSINESS!



www.SageFlooringMN.com
222 W Main St • Waconia MN 55387
612-799-4969

DATE: 02/27/2025

TO City of Waconia
 Jackie Schulze

SALESPERSON		JOB	
Pat		Sheriff's Office	
	DESCRIPTION		LINE TOTAL
	Vinyl plank flooring <i>TBD</i>		\$2,793.96
	Remove existing carpet & dispose		\$429.00
	Professional vinyl plank installation		\$2,513.16
	Vinyl base		\$556.00
	Professional vinyl base installation		\$516.00
SUBTOTAL			\$6,808.12
TAX			EXEMPT
TOTAL			\$6,808.12

Sage Flooring, LLC does require that all material or 50% of the job (whichever is greater) to be paid for before the job starts, the balance will then be collected once the job is complete and the owner is satisfied with the completed work.

Your total for down payment is:

\$3,349.96

WARRANTY:

All work completed by Sage Flooring will carry a two-year workmanship warranty, this warranty will not cover any defects in the material, only on workmanship. Please contact us if you have a defect in the material and we will get in touch with the manufacturer. Also, our warranty is null and void if you pull up the material for any reason without us knowing, the material is cleaned with an unapproved cleaning solution or company (please contact us for a list of approved cleaning solutions, cleaning companies) or any other reason that we find is not a workmanship issue. Our warranty only covers installation issues.

We agree to have Sage Flooring install our flooring and if we break this contract, we understand that there is 50% nonperformance fee that will not be refunded.

X _____ X _____

THANK YOU FOR THE OPPORTUNITY TO GAIN YOUR BUSINESS!