

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, May 5, 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. PROCLAMATIONS**
 - 1) Proclamation Declaring May 4 through May 10, 2025, as Drinking Water Week**
Mayor to read Proclamation into record.
- 4. ADOPT AGENDA**
- 5. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
 - 1). Stewardship Award Presentation 2). Chris Ohm - Waconia Baseball Association
- 6. PUBLIC HEARING**
- 7. 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) May 5, 2025 Expenditures
- 2) **April 21, 2025 Council Minutes**
Approve the April 21, 2025 Council Minutes
- 3) **Bent Creek Culvert Lining CIP Project No. 849**
Adopt Resolution No. 2025-126 Authorizing Award of Construction Contract for the Bent Creek Culvert Lining Project
- 4) **2025 Dock Slip Lease for the Fire Department Boat**
Adopt Resolution No. 2025-127 Authorizing 2025 Dock Slip Lease for the Fire Department Boat
- 5) **Parking Lot Striping Agreement**
Motion to Approve Striping Lot Agreement
- 6) **Facade Improvement Grant - Lakehouse Candle**
Adopt Resolution No. 2025-128 Approving Facade Improvement Grant for 250 1st Street West
- 7) **Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council**
Adopt Resolution No. 2025-129 Accepting Cash Donations Fire Safety and Prevention Efforts
- 8) **Partial Release of the Development Agreement for Windmill Creek**
Adopt Resolution No. 2025-130 authorizing the release of Outlot A from the Development Agreement for Windmill Creek.
- 9) **Waterford 9th Addition Development Agreement - JMH Land Development Company, LLC**
Adopt Resolution No. 2025-131 approving the Development Agreement for Waterford 9th Addition
- 10) **Holbrook Early Grading Agreement & Permit - Pulte Homes of Minnesota**
Adopt Resolution No. 2025-132 approving the Early Grading Agreement & Permit for Holbrook

8. COUNCIL BUSINESS

- 1) **Parking Items**
 1. Adopt Resolution No. 2025-133 Authorizing Approval of Paws Inn Pet Essentials Request for Parking Stall Use in Lot 4
 2. Adopt Resolution No. 2025-134 Affirming Council Direction on Cubline Design for 100 Block of 1st Street West
- 2) **Approve Updated Waconia Works Loan for The Short Cut Salon, Inc.**

Adopt Resolution No. 2025-135 Approving Updated Waconia Works Loan for The Short Cut Salon, Inc.

3) Approve Waconia Works Loan for The Basement - 44 West Main Street

Adopt Resolution No. 2025-136 Approving Waconia Works Loan for The Basement Located at 44 West Main Street

4) CSAH 10 / Waconia Parkway North Roundabout CIP Project No. 129-C

Adopt Resolution No. 2025-137 Authorizing the Award of Construction Contract for the CSAH 10 / Waconia Parkway North Roundabout Project

9. ITEMS REMOVED FROM CONSENT AGENDA

10. STAFF REPORTS

Wildcat Way Update - Jon Haukaas, Public Services Director

1) Update on Wildcat Way Layout

Informational only

11. BOARD REPORTS

1) Councilmember Siddons

2) Councilmember Coleman

3) Councilmember Gleason

4) Councilmember Grengs

5) Mayor Litfin

12. ANNOUNCEMENTS

13. CLOSED SESSION

1) Closed Session

Motion to enter into closed session.

14. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: TOPIC HERE

UPCOMING CALENDAR OF EVENTS/MEETINGS:

[MEET_FOOT]



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 5, 2025			
Item Name: 3.1. Proclamation Declaring May 4 through May 10, 2025, as Drinking Water Week			
Originating Dept: Public Services			
Presented By: Jon Haukaas			
Previous Council Action: None			
Item Type:	Discussion		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Mayor to read Proclamation into record. EXPLANATION OF AGENDA ITEM: By declaring May 4 through May 11, 2025, as National Drinking Water Week, the Council raises awareness in the community regarding the importance of safe drinking water and to celebrate the work of water professionals. ATTACHMENTS: 1. Proclamation National Drinking Water			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: ☐ Budgeted ☐ Non-Budgeted ☐ Amendment Required </td> <td style="width: 50%; vertical-align: top;"> ADVISORY BOARD RECOMMENDATIONS: ☐ Planning Commission: ☐ Park Board: ☐ Personnel Committee: ☐ Other: </td> </tr> </table>		FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: ☐ Budgeted ☐ Non-Budgeted ☐ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: ☐ Planning Commission: ☐ Park Board: ☐ Personnel Committee: ☐ Other:
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PROCLAMATION

Declaring May 4-10, 2025 as Drinking Water Week

WHEREAS: Water is our most valuable natural resource; and

WHEREAS: Drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS: Tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS: The hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS: The coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS: We are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS: The citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

NOW, THEREFORE, I, Tim Litfin, Mayor of Waconia, do hereby proclaim May 4-10, 2025, as Drinking Water Week in the City of Waconia.

5th Day of May of 2025

Tim Litfin, Mayor

Attest: _____

Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025	
Item Name:	7.1. May 5, 2025 Expenditures	
Originating Dept:	Finance	
Presented By:	Nicole Meyer	
Previous Council Action:	None	
Item Type:	Consent	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the May 5, 2025, Expenditures		
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursements registers for the City of Waconia as of May 5, 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:	
_____ Amendment Required		



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 5, 2025	
Item Name: 7.2. April 21, 2025 Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the April 21, 2025 Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the April 21, 2025, Council Minutes	
ATTACHMENTS: 1. April 21, 2025 Council Minutes	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

CITY OF WACONIA
APRIL 21, 2025

1. CALL MEETING TO ORDER AND ROLL CALL

Pursuant to due call and notice thereof, the regular meeting of the City Council of the City of Waconia was called to order by Mayor Litfin at 6:00 PM.

The following Council Members were present: Mayor Litfin, Council Member Gleason, Council Member Grengs, Council Member Siddons

The following Council Members were absent: Council Member Jacob Coleman

The following staff were present: Shane Fineran, Jackie Schulze, Nicole Meyer, Lane Braaten, Dan Montague, Mike Dressel, Justin Sorensen, Nevin Waldron, Jon Haukaas, Abdi Sahal, and City Attorney Mike Melchert.

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS

1) Proclamation Declaring April 30, 2025, Therapy Animal Day

Mayor Litfin read the Proclamation declaring April 2025, Therapy Animal Day.

4. ADOPT AGENDA

Motion to Approve the Consent Agenda as Published made by Council Member Grengs, seconded by Council Member Siddons.

MOTION CARRIED.

5. PUBLIC HEARING

6. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

Doug Krohn - Don't Worry be Hoppy 5K, 10K, and Family Fun Run Event. Doug Krohn is the race director of this marathon event. This is the 11th year of the run and will be held on May 31, 2025, with the 10K starting at 9:30, the 5K starting at 10:00, and the Family Fun Run starting at 11:00. This event will correspond with the Rodeo Event. As of April 21st, there are 150 registrants with 450 expected participants. To register for the runs, go to Don't Worry Be Hoppy on Facebook. All proceeds will go to the Disrupted Gene Foundation.

Dan Cook, 941 Firesteed Ridge, requesting City Council action on Forest Ridge Sidewalk Snow Removal. The request is for the City to remove the snow on the sidewalk abutting the Forest Ridge HOA property when maintaining the City-owned portion of the sidewalk.

This stretch of sidewalk sees heavy traffic with children going back and forth to school,

dog walkers and others. Currently, the Homeowners Association (HOA) hires a service to plow the snow at each 2" occurrence, with the sidewalk section by the apartment not being plowed at any snowfall. The ForestRidge HOA understands the City Ordinance on this request; however feels the best use of resources would be for the City to maintain the sidewalks for snowfalls under two inches. The HOA understands the role of the City but would like to see the City act as the unifying force to connect the sidewalk issues and believes the City and HOA need to work together to solve this problem, especially as HOAs across the state are trending and growing.

Mayor Litfin stated this request for action will be put under advisement and will be discussed at an upcoming Council Work Session.

Shane Fineran, City Administrator, provided background to this request, stating that in 2023 the City Council made significant changes to the City's Ice and Snow Maintenance and Management Policy. City Ordinance requires the abutting property owners to maintain the ice and snow control.

Mayor Litfin acknowledged the attendance of Boy Scout Troop #3327

7. ADOPT CONSENT AGENDA

- 1) April 7, 2025, City Council Minutes**
- 2) April 21, 2025 Expenditures**
- 3) Rink Management Services Corporation Waconia Ice Arena Expenditures Incurred March 2025**
- 4) Rink Management Services Corporation Safari Island Community Center Expenditures Incurred 03-2025**
- 5) Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)**
- 6) Well #9 Pay Request #1 to Traut Companies**
- 7) Hydraulic Snowblower for Wheel Loader – Capital Equipment Project No. 638**
- 8) Accepting Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council**
- 9) Consent to Contract Transfer to Sports Facilities Companies**
- 10) Paddle Craft Lease at Cedar Point Park**
- 11) Solid Waste Reduction Grant Agreement with Carver County**
- 12) Special Event Permit - O2B Kids Waconia Summer Kickoff**
- 13) Special Event Permit - Waconia Band Practice and Park Performance**

Motion to Adopt the Consent Agenda and Pulling Agenda Item #7.9 Contract Transfer to Sports Facilities made by Council Member Siddons, seconded by Council Member Grengs.

MOTION CARRIED.

8. COUNCIL BUSINESS

1) Notice of Intent to Accept Applications for Cable Franchise

Jackie Schulze, Assistant City Administrator, gave a background in cable franchises, with MediaCom being the only one in the City. A franchise agreement allows a company to use public right-of-way to provide service to residents and businesses.

The City received a request from Comcast to establish a cable franchise within the City that would only include television services. The State established the process for city's considering cable franchises by authorizing and publishing the Notice of Intent, a 20-day application period, notice of intent to interested parties, agreements negotiation, public hearing, and back to Council for consideration.

The proposed timeline will be

04-21-25 approve the notice of intent and call the public hearing for 06-02-25.

05-01-25 First notice published

05-08-20 Second notice published

05-21-25 Application deadline

06-02-25 Public Hearing

06-16-25 Franchise Approval

As per the City fee schedule, there is a \$5,000 application fee and an additional \$5,000 escrow required with approval of an agreement.

Motion to Authorize Publication of Notice and call for a Public Hearing made by Council Member Gleason, seconded by Council Member Grengs.

MOTION CARRIED.

2) Direct the Preparation of Plans and Specifications and Authorize Advertisement for Bids of the 2025 Pavement Management Plan Mill & Overlay Project CIP No. 131

Jon Haukaas gave a brief description of this project. This is a request to proceed with the mill and over program with the pavement management program (PMP).

The full plan will be presented later this summer. Based on formulas, staff gave each area a rating to facilitate prioritizing the project areas. In 2023, staff reviewed options and provided pavement condition ratings used for project prioritization. In 2024, staff utilized Road AI for consistent rating of the roads. Staff will be moving away from seal coating and instead will be implementing Pavement Sealants which absorb into asphalt concrete pavement, restore reactive components lost from natural oxidation, and prevent moisture intrusion. After review of the City, staff recommends the Sterling Hill and Sierra for the 2025 Mill and Overlay.

Mayor Litfin confirmed that this project does not include Wildcat Way or the east side of downtown.

The tentative schedule will be

05-25 Final Design and preparation of plans and specifications

05-25 Public outreach to benefiting neighborhoods

06-25 Advertise the project and open bids

07-25 Award construction contract at a Council meeting
08-25 Completion of submittals, contracts, and insurance
Fall of 2025 Construction

Motion to Adopt Resolution No. 2025-123 Authorizing the Preparation of Plans and Spec and Authorize Bids made by Council Member Grengs, seconded by Council Member Gleason.

MOTION CARRIED.

3) Comprehensive Plan Amendment - Norsq Companies, LLC

Lane Braaten, Community Development Director, stated that the application is for a Comprehensive Plan Amendment submitted by Norsq Companies and staff provided a brief history of the parcel. As this property is in Waconia Township, the zoning doesn't apply until annexed into the City of Waconia Limits. The Planning Commission held a public hearing as required and recommended denial with a 3-2 split vote. By approving this Resolution the parcel will remain as industrial. There have been some inquiries by industrial users on this property.

Jeff Cook of Norsk Companies stated that this site is available specifically at this time and spoke about the gas line incumbrance and the typography issues. Also stating most industrial users would not benefit from this challenging parcel and that the gas line easement was not fully discussed at the Planning Commission level.

Comprehensive plan amendments are very common, and this proposal takes into consideration the two large incumbrances and wants to invest close to \$28,000,000 in the community. Also, the abutting properties are supportive of this project.

The Mayor questioned the financial aspect of this project, including the tax benefit. Shane stated the parcel does have deferred assessments relating to the southeast area Lift Station improvements made in 2008 and the realignment of Main Street and County Road 10. The assessments are deferred until the property is developed. The Mayor also stated he sees this as an opportunity for the City to work with a challenged piece of property.

Motion to Adopt Resolution No. 2025-124 Denying Comprehensive Plan Amendment made by Council Member Grengs, seconded by None.

MOTION FAILED.

City Attorney Mike Melchert stated any Council Member can make a motion to approve; however, this is a Comprehensive Plan Amendment; a 4/5 majority is required and Council Member Coleman is absent. This means the Council can vote at this time; however, all would have to vote in favor. Shane stated that Council Member Grengs will not be in attendance at the May 5th meeting so this will be brought forward to the May 19, 2025, meeting. Council in agreement to table until the entire

Council is present.

4) Ordinance Amendment - Dynamic Signage

Abdi Sahal, Assistant Planner Community Development. In 2024, the Council requested staff to review the timing on dynamic signs. Dynamic signs automatically change messages and can distract drivers, increasing the risk of accidents. It is important to determine the correct duration for these signs as it is crucial to avoid unnecessary distraction while ensuring drivers have enough time to read the message. Since that meeting, the Planning Commission has held a work session and open house for discussion and requested staff to review the timing in neighboring cities. This information is included in the packet. At this time, the City of Waconia display changes no more than once every 10 minutes. If the Council passes the change in the zoning code, all Waconia businesses will be notified.

Motion to Adopt Ordinance No. 781 Amending Section 900.10, Subd 2 made by Council Member Gleason, seconded by Council Member Siddons.

MOTION CARRIED.

Motion to Adopt Resolution No. 2025-125 Summary Publication of Ordinance No. 781 made by Council Member Gleason, seconded by Council Member Grengs

MOTION CARRIED

9. ITEMS REMOVED FROM CONSENT AGENDA

Mayor Litfin requested removing Agenda Item #7.9 Consent to Contract Transfer to Sports Facilities Companies for public awareness.

Shane Fineran reported that the City has a contract with Rink Management Services for the management and operations of the Safari Island Community Center, the Waconia Ice Arena, and the Senior Center. The contract has been acquired by the Sports Facilities Companies. Pursuant to the terms of the Agreements, the City's consent is required in connection with the assignment of the Agreements to Sports Facilities. The Council met with Sports Facilities Companies representatives in a work session on April 7, 2025, to learn more about the company and the services they provide. The terms of the existing service contract and fee structure are not changing with the assignment of the contract and local staff will remain in place in the interim. There are no charges or fees to the City as this is just a change in the contract ownership.

Motion to Approve Consent to the Assignment of Rink Management Agreement to Sports Facilities Companies made by Council Member Siddons, seconded by Council Member Grengs.

MOTION CARRIED.

10. STAFF REPORTS

Shane Fineran reported on the Strategic Planning Session which updates the City's strategic Plan for 2022 through 2025. Discussing and working toward the City's priorities, goals, and outcomes that previous Councils have set. More work is needed in terms of developing targets and various strategic initiatives to achieve the desired outcomes, and to meet the priorities set by Council. Looking out to 2028, the strategic priorities are to strengthen financial resilience, sustain and improve infrastructure systems, promote economic development, re-imagine community recreation, and expand community engagement.

11. BOARD REPORTS

1) Councilmember Siddons

Nothing to report

2) Councilmember Coleman

Absent

3) Councilmember Gleason

Nothing to report

4) Councilmember Grengs

Nothing to report

5) Mayor Litfin

The Downtown Reconstruction Phase 3 began today and the Mayor is encouraging patience and gratitude. This project is a necessary inconvenience and staff will be looking into more immediate parking. Also requesting staff to add to the next Council's agenda the City reclaiming the drop-off area in front of the Waconia Movie Theater

April 9th Attended and presented City updates to approximately 25 residents at Westview Acres

April 9th Southview Elementary School. The 3rd grade students presented their sustainability projects.

April 9th Attended the ribbon-cutting ceremony at the newly remodeled McDonald's Restaurant

April 11th Attended the Southwest Transportation Coalition Meeting in Waconia with an update on upcoming projects.

12. ANNOUNCEMENTS

Shane Fineran announced the 2025 yard waste calendar is on the City website. The City receives approximately \$17,000 in grant dollars for this service. The drop-off site is at 310 East 10th Street and directs residents to visit the City website for specific dates, times, and fees.

Jackie Schulze stated the 2025 Summer Music series starts soon:
June 3 12th, Traveled Ground at Elm Street between Main and 1st
June 26th, Bob the Beachcomber at City Square Park
July 11th The Bazillions at Waterford Park
July 31st, Emerson Avenue Band, at Main Street between Vine and Olive
August 14th, Mike Bustin, at 1st Street between Vine and Olive
August 5th LP and the 45s at City Square Park and for National Night Out

13. ADJOURN REGULAR MEETING

Motion to Adjourn the April 21, 2025, Council Meeting at 7:45 p.m. made by Council Member Grengs, seconded by Council Member Siddons.

MOTION CARRIED.

WORK SESSION: 2024 PRELIMINARY AUDIT, SAFARI ISLAND AND RECREATION FACILITIES DISCUSSION

UPCOMING CALENDAR OF EVENTS/MEETINGS:

Tim Litfin, Mayor

ATTEST: _____
Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025
Item Name:	7.3. Bent Creek Culvert Lining CIP Project No. 849
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Approve Resolution No. 2025-061 Approving the Preparation of Plans & Specification and Authorizing Advertisement for Bids - Bent Creek Culvert Lining
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-126 Authorizing Award of Construction Contract for the Bent Creek Culvert Lining Project

EXPLANATION OF AGENDA ITEM:

Major stormsewer lines were evaluated as part of the 2022 Infrastructure Rehabilitation Project due to the planned mill and overlay work on Oak Avenue to the south of Hwy 5. These stormsewer lines all convey the water in Bent Creek, have diameters of 60 inches to 72 inches, and are located under Oak Avenue south of TH5 and also under Sparrow Lane just west of Oak Avenue. In 2022, it was determined to line these culverts rather than complete full replacements. The process includes diverting the existing storm flow, cleaning the existing line, and then lining the pipe with an appropriately sized cured-in-place pipe liner. This approach is more cost-effective and avoids the need to completely close roadways necessary for full replacement. The design for this project commenced in 2022 for possible construction in 2023. The cost estimate completed as part of the design exceeded the budgeted amount for this project. This project was then shelved for budget adjustments to be made. This project is included in the current Capital Improvement Plan as a 2025 project with a budget of \$500,000.

The tree removals needed for this work to occur have already been completed by City staff. The preferred construction schedule is to complete during low flow times, which typically is in the fall or early winter. Staff will also be directly involved in the work by providing traffic control and detours, as well as bypass pumping of the creek while the lining cures.

Due to concerns about the potential overall cost of the project, the bid proposal requested a base bid for the two Oak Avenue culvert crossings and an alternate bid for the crossing under Sparrow Road. The project was advertised for three weeks and bids opened on April 29, 2025.

Five bids were received as shown below:

Contractor	Base Bid	Bid for Alternate	Total Combined Bid
Insituform Tech	\$201,016.96	\$136,542.29	\$337,559.25
Subsurface, Inc.	\$136,200.00	\$283,500.00	\$419,700.00
Veit & Co	\$274,600.00	\$189,600.00	\$464,200.00
Hydro-Klean	\$225,051.37	\$278,069.17	\$503,120.54
Visu-Sewer	\$330,120.00	\$219,740.00	\$549,860.00

Based on the bids received, staff are recommending the City Council award the contract for the

base bid and alternate to Insituform Technologies USA, LLC in the amount of \$337,559.25.

ATTACHMENTS:

1. Resolution No. 2025-126 Authorizing Award for Bent Creek Culvert Lining Project
2. 2025-04-29 Culvert Lining Award

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

**CITY OF WACONIA
RESOLUTION NO. 2025-126**

**RESOLUTION AUTHORIZING AWARD OF CONSTRUCTION CONTRACT
FOR THE BENT CREEK CULVERT LINING PROJECT**

WHEREAS, the City Council authorized on February 18, 2025, the public bid for the Bent Creek Culvert Lining project; and

WHEREAS, bids were received virtually on April 29, 2025, at 9:00 a.m.; and

WHEREAS, the project included a base bid for two culverts under Oak Avenue and an alternate for a culvert under Sparrow Road with the combined total being within the approved \$500,000 budgeted amount; and

WHEREAS, Staff and City Engineer recommend award of the Bent Creek Culvert Lining Project to Insituform Technologies USA, LLC. who have successfully completed projects of this scale and scope.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes award of Construction Contract for the Bent Creek Culvert Lining Project. in the amount of \$337,559.25 to Insituform Technologies USA, LLC.

Adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



April 29, 2025

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

Re: Oak Avenue & Sparrow Road Culvert Lining

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on April 29, 2025. Five bids were received and are tabulated below. The bids consist of a "Base Bid" which includes the two culverts under Oak Avenue and an "Alternate Bid" which includes a culvert under Sparrow Road. The intent of this approach was to maximize the amount of work able to be completed for the \$500,000 budget amount included in the City's Capital Improvement Plan.

Contractor	Base Bid (Oak Avenue)	Alternate Bid (Sparrow Road)	Base Bid Plus Alternate Bid
Insituform Technologies	\$201,016.96	\$136,542.29	\$337,559.25
Subsurface, Inc.	\$136,200.00	\$283,500.00	\$419,700.00
Veit & Company, Inc	\$274,600.00	\$189,600.00	\$464,200.00
Hydro-Klean	\$225,051.37	\$278,069.17	\$503,120.54
Visu-Sewer	\$330,120.00	\$219,740.00	\$549,860.00

The low overall bid was submitted by Insituform Technologies USA, LLC from Chesterfield, MO. The low overall bid was 35% below the engineer's estimated amount of \$523,000 and 39% below the high bid amount of \$549,860. Evaluation of the bids and general project interest indicates the bidding process was competitive. Insituform Technologies has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of \$337,559.25 to Insituform Technologies USA, LLC for the work. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

cc: Logan Schottroff, Bolton & Menk



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 5, 2025	
Item Name: 7.4. 2025 Dock Slip Lease for the Fire Department Boat	
Originating Dept: Finance	
Presented By: Nicole Meyer, Justin Sorensen	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-127 Authorizing 2025 Dock Slip Lease for the Fire Department Boat EXPLANATION OF AGENDA ITEM: The Fire Department has received the 2025 lease agreement and invoice for the slip rental for 2025. The department uses the slip to store the 22' Lake Assault rescue boat on a lift throughout the summer boating season to be sure that it is immediately available to respond to emergencies on Lake Waconia. The final cost of services for the slip, which includes the installation, removal, and storage of the departments' boat lift is \$5,350 for 2025. The boat will need to be removed by September 28, 2025. ATTACHMENTS: 1. Resolution No. 2025-127 Approving the Fire Department 2025 Dock Slip Lease 2. 2025 Summer Slip Lease	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2025-127**

**RESOLUTION AUTHORIZING 2025 DOCK SLIP LEASE FOR FIRE DEPARTMENT
BOAT WITH IN TOWNE MARINA, LLC**

WHEREAS, Fire Department Staff budgeted for the lease of a boat slip at In Towne Marina as part of the 2025 fire department operating budget; and

WHEREAS, In Towne Marina has provided a lease agreement that allows the boat to be stored on a fire department owned lift in a slip from Mid-May until September 28, 2025; and

WHEREAS, storage of the boat on Lake Waconia is critical to the timely operations of the department when an emergency occurs on the lake.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waconia hereby authorizes the 2025 dock slip lease for the fire department's boat with In Towne Marina, LLC,

Adopted by the Waconia City Council this 5th day of May 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



IN TOWNE MARINA, LLC

2025 DOCK SLIP LEASE

Mid – May (Weather Permitting) to September 28th, 2025



In Towne Marina LLC, does hereby lease to the undersigned customer a dock slip for the 2025 season. The customer agrees to the following for their protection and to aid In Towne Marina to provide quality service. This lease is not transferable and in no way creates a relationship of agent principal or servant master between In Towne Marina, its agents or servants to be held harmless by the undersigned and other related parties. **Customers are fully responsible and will insure their boat for:** liability, medical, legal, property, weather, damage, theft, and unforeseen incidents. Dock Slips leased and all property therein or thereon is under the custody care and control of the customer and not that of In Towne Marina, their agents or servants. If it is the judgment of In Towne Marina that the customer's boat, its docks, other boats or persons are endangered because of the condition of said customer's boat, immediate temporary repairs can be made by the marina including but not be limited to, towing boat, pumping or bailing boat, removal of boat from lake, installation of tie lines or other devices deemed advisable. Services in this regard shall be billed to and paid by Customer.

Spring 2025 Boat Arrival Arrangements

Dock Slip use dates can only be anticipated. Spring dock & buoy preparation will begin as soon as the ice is off the lake. **Customer recognizes that early or late ice out and unforeseen weather may allow slip use earlier OR later than mid-May, and will check on building progress and marina approval before bringing their boat.** Boats stored on the marina parking lot are placed first to resume parking/traffic. Boats stored indoors with the marina will be prioritized next, followed by other returning customers. Those **NEW** to the marina in 2025 will come last, because lines will need to be set-up for your slip (see "Dock Lines" below). Customers will take or arrange removal of their trailer on launch day. Summer Marina Trailer Storage Leases are mailed spring 2025. If you would like to store your trailer with us, please return a paid trailer lease BEFORE launch to allow staff to immediately store the trailer. **NOTE: Due to MN Gamefish Opener increased traffic, NO tying into slips that weekend (Friday through Sunday, May 9-11, 2025).**

Late Summer Hours and Fall 2025 REQUIRED Removal Date of Boat from Space

ATTENTION: Shop retail hours will be shortened in mid-to-late August as summer part-time help heads back to school. Gas and staff services will be more limited after Labor Day. Shop retail will close for the season after Sunday, September 14th, 2025. Once closed, full-time staff will likely be around the marina most afternoons working on boat cleaning, winterization or dock removal if you need assistance. **Docked Boats must vacate NO later than Sunday, September 28, 2025 to allow staff to safely dismantle and store marina and customer equipment.** Customer acknowledges strong winds/storms can make fall boat removal hazardous & will allow sufficient time to remove their boat by the end date. Unpaid invoices are to be paid before leaving for the season.

Dock Lines

IMPORTANT: New Members will have a **One-Time \$300 Set-up Fee** which includes parts and labor for marina-owned custom dock line usage, and account set-up. New members should plan to schedule their boats' arrival (one day minimum notice) and allow 2 daylight hours minimum for marina staff to work alone with your boat to tie and center it into its slip. The marina mostly uses ½" nylon braid line, with some ¾" nylon braid line to tie your boat, with rubber tie-downs [bungees or snubbers] at each corner, to help prevent damage to marina docks and boats. Under **normal** conditions, lines will generally last years with maintenance. The marina stores your lines to re-use the following season. **Customers recognize it is their responsibility to check their lines throughout the season for effectiveness, and will report any wear or concerns to management. Marina maintains line parts & does all line repairs at NO COST to you for both new and existing members, therefore dock lines remain marina property if customer chooses to not renew in the future.** If you change boats, there will be a line alteration fee of up to \$300.

Other Conditions

-Customers will provide a set of ignition keys to staff in case of an emergency [heavy rain events, etc.] & to provide requested services.
-Boat COVER and BILGE Pump appropriate to the boat must be provided by customer to sufficiently repel and discharge rain - (Pontoon are exempt from this requirement).
-Customer assures their boat (hull, fuel systems, etc.), and trailer is safe and operable before placing in boat slip or marina grounds.
-NO Swimming from docks/buoys or cooking on boats or docks within marina area. Customer & guests will abide by all MN & U.S law.
-For security, customer will supervise their CHILDREN and GUESTS. If arriving to boat after 10 PM, inform us before store closing.
-**PARKING: On Weekends & Holidays and Busy Weekdays, ONE Vehicle is allowed on parking lot per BOAT at marina to be fair to all members.** If possible, staff helps you locate on-lot space. Extra vehicles will be asked to park on city streets.
-Marina staff must be notified BEFORE Boat is REPAIRED/SERVICED by others [during business hours only] on marina premises.
-**Customer is NOT ALLOWED to refuel their boat at marina docks with portable fuel containers (for insurance reasons).**
-Customer agrees their boat is for their use only or permitted guests. NO RENTAL allowed of your boat for profit while at marina.
-**Proper Conduct Policy:** We are a fun, family-oriented environment. Our expectation is respectful conduct on the premises at all times. We do not permit disrespectful conduct toward other members, guests or employees. Disrespectful conduct includes, but is not limited to language or demeanor that is vulgar, profane, indecent, offensive, hostile or threatening. Customer & guests will abide by all MN & U.S. laws, and agree to our proper conduct policy, or risk voiding this contract, with no guarantee of refund.

IMPORTANT: In Towne Marina LLC is in control of all sub-letting of slips whether customer is vacating their slip or selling their boat during the season. If customer decides to sell their boat during the season, In Towne Marina will not allow seller to fill vacant space with their buyer or anyone else, as we fill all spaces from people on our waiting list who have in some cases been waiting for years. For security reasons, seller agrees they will not mention or include the marina slip on advertising and agree they will NOT physically display "For Sale" signs or similar signs on their boat. Seller must be present during all showings. We ask to be notified no later than August 1st, 2025 for any chance to receive partial slip refund. Customer agrees to pay In Towne Marina a minimum \$500 transfer fee, above and beyond the agreed upon sub-let price that In Towne Marina determines. No refund will be given for any slips vacated after August 1st, 2025. Neither payment refund, nor sub-let arrangement is guaranteed. Please ask management if you have questions

PRIVACY POLICY: Information given is kept in strictest confidence & unless dictated by law, or customer approval, never shared anywhere.

Owner Name _____ Cell (____) _____ - _____ Email _____

Spouse/Partner Name _____ Cell (____) _____ - _____ Email _____

Address _____ City _____ State _____ Zip Code _____

Powerboat/Pontoon: Make/Model/Year _____

Length (Inc. Ski Deck) _____ Width _____ Weight _____ Motor Make _____ HP _____

Circle One: Outboard / Inboard/Outboard / Other Trolling Motor on Front: Yes / No

The undersigned agrees to **return the 2025 Signed Lease with a Non-Refundable \$500 Payment by 10/31/2024 and Pay Remainder by 1/10/2025 or Pay Remaining 3 Installment Check Payments by 1/10/2025, 2/10/2025, and Final Payment by 4/30/2025 or risk losing 2025 Space.** No Discount offered if ANY payment is late. Late fees (1.5% per month) may be charged. **ALL** payments must be made before boat is placed at marina. NO refund guaranteed if space is **NOT** used.

Owner Signature _____ Dated ____/____/____

Customer Keeps YELLOW Copy --- MAIL Signed WHITE Lease Copy Payable to: In Towne Marina, LLC PO Box 7, Waconia, MN 55387



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 5, 2025	
Item Name: 7.5. Parking Lot Striping Agreement	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Striping Lot Agreement EXPLANATION OF AGENDA ITEM: In response to the Downtown Reconstruction Phase 3 Project and the impacts of on-street parking and access to businesses, the property owners of 125, 133, and 137 1st Street West have requested the City assist with the layout and striping of the rear parking area that serves these businesses. The goal is to better organize and maximize the parking and access available in this area to serve these businesses. The City has made similar efforts in the Downtown Reconstruction Phase 1 and Phase 2 to aid in blunting the impacts of parking and access challenges for businesses related to the reconstruction project.	
ATTACHMENTS: 1. Parking Lot Striping Agreement	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

Parking Lot Striping Agreement

This Parking Lot Striping Agreement (this “**Agreement**”) is dated effective May 5, 2025 (the “**Effective Date**”) and is between the City of Waconia, Minnesota, a Minnesota municipal corporation (the “**City**”), Berry Properties LLC, a Minnesota limited liability company (“**Berry Properties**”), Paving Investments LLC, a Minnesota limited liability company (“**Paving Investments**”), and JD Rentals LLP, a Minnesota limited liability partnership (“**JD Rentals**”). Berry Properties, Paving Investments, and JD Rentals are, collectively, the “**Owners**.”

The City has undertaken a public improvement project to reconstruct First Street in the City, which lies adjacent to and north of the Owners’ commercial properties, which are depicted on attached Exhibit A. As part of this project, the City has offered to stripe the shared parking lot located behind the Owners’ properties to facilitate orderly parking in the area during the construction project, which the City has determined will provide a public benefit. The Owners desire to accept the City’s offer, provided such striping is done by the City or its contractor, at the City’s expense.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **Temporary Construction Easement.** The Owners, and each of them, hereby grant the City a temporary construction easement over, under, and across their respective properties, which are depicted on attached Exhibit A, for the purpose of allowing the City and its employees, contractors, and agents to enter such properties to paint, at the City’s expense, the vehicle stall striping described in Section 2 below. Such temporary easement includes the right of reasonable ingress and egress over the Owners’ properties to carry out the striping work. Such temporary construction easement shall commence on the date of this Agreement and automatically expire on May 31, 2025.

2. **Striping.** Attached Exhibit A depicts the number of parking stalls the City will stripe, as well as their approximate location and size. The City shall perform the work using a paint typically used for road/parking lot striping. The Owners acknowledge the diagram attached as Exhibit A is an approximate depiction only, and that minor deviations and imperfections in the actual work are acceptable. The City’s obligation is limited to one application of paint, and the City has no obligation to maintain or re-paint the parking stalls.

3. **Status of Parking Lot.** The Owners, and each of them, represent they have the legal authority to enter into this Agreement. Further, the Owners acknowledge the City has not reviewed the legal status of their properties and has not reviewed any easement agreements that may exist regarding the parking lot where the striping will be installed. The Owners, and each of them, acknowledge the striping depicted on attached Exhibit A crosses property lines, and they agree to accept installation of such striping as described in Section 2 above.

4. **Liability Waiver and Indemnification.** The Owners, for themselves and for their successors and assigns, hereby waive and release any and all claims or causes of action against the City (and the City’s elected officials, employees, contractors, and subcontractors) for any

alleged improper or negligent performance of the striping work; provided nothing herein waives the City's obligation to install the striping in substantial conformity with the diagram attached as Exhibit A, subject to minor deviations and imperfections. Further, the Owners, jointly and severally, shall indemnify, defend and hold the City, its officials, employees, agents, contractors, and subcontractors harmless from and against any and all claims, demands, liabilities, losses, damages, or expenses (including reasonable attorneys' fees and costs) arising out of or related to the use of the parking lot where the striping is installed. The intent of this provision is that, once the City has completed the striping as required by Section 2 above, the City will have no liability regarding the parking lot where the striping was installed or the use thereof.

5. **Miscellaneous.** This Agreement can only be modified or amended by another written agreement signed by each of the Owners and the City. All preliminary negotiations regarding the subject matter of this Agreement are merged into this Agreement. Further, the provisions contained in the introductory paragraph and recitals of this Agreement are incorporated as agreements of the parties. No waiver shall be implied from any failure to act regarding a default. This Agreement: i) shall bind and inure to the benefit of the parties and their respective successors and assigns; ii) does not create any partnership, joint venture, association, or principal/agent relationship; and iii) is governed by and shall be construed according to Minnesota law, exclusive of choice of law rules. There are no intended third-party beneficiaries to this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email or other electronic means shall be deemed binding, delivered, and enforceable.

IN WITNESS THEREOF, the City and the Owners have entered into this Agreement effective as of the date first written above.

[Signature page follows.]

CITY OF WACONIA

Signature: _____
Print Name: Tim Litfin
Title: Mayor

Signature: _____
Print Name: Jacqueline Schulze
Title: Clerk

BERRY PROPERTIES LLC

Signature

Print Name

Title

PAVING INVESTMENTS LLC

Signature

Print Name

Title

JD RENTALS LLP

Signature

Print Name

Title

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: May 5, 2025	
Item Name: 7.6. Facade Improvement Grant - Lakehouse Candle	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-128 Approving Facade Improvement Grant for 250 1st Street West EXPLANATION OF AGENDA ITEM: Adrina Ernst of Lakehouse Candle Co. has submitted an application for the City's Facade Improvement Grant program to assist with signage for a new retail location at 250 1st Street West in the Waconia Marketplace building. Signage is an approved expense for grant funds and project costs are estimated at \$1,536. The grant program provides matching funds on a 1:1 basis, up to \$5,000, for eligible improvements. Based on the project costs, grant funds can be awarded in the amount of \$756 upon completion and verification of payment. Staff have reviewed the application and deemed it complete. Award of the grant is recommended. ATTACHMENTS: 1. Resolution No. 2025-128 Facade Grant for 250 1st Street West 2. LakeHouse Sign Design	
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Economic Development Fund Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____

CITY OF WACONIA

RESOLUTION 2025-128

**RESOLUTION APPROVING FAÇADE IMPROVEMENT GRANT
FOR 250 1st STREET WEST**

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

WHEREAS, the City has received a Façade improvement grant application from Lakehouse Candle Co, LLC.; and

WHEREAS, proposed work includes signage; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia approves the \$756 grant for 250 1st Street West.

Adopted by the Waconia City Council this 5th day of May 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		May 5, 2025	
Item Name:		7.7. Cash Donations for Fire Safety and Prevention Efforts and Approving Pass Thru to the National Fire Safety Council	
Originating Dept:		Finance	
Presented By:		Nicole Meyer	
Previous Council Action:			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-129 Accepting Cash Donations Fire Safety and Prevention Efforts EXPLANATION OF AGENDA ITEM: The City of Waconia received a cash donation for fire safety and prevention efforts. The following party donated to the City's Fire Department for these efforts: Scherer Bros Lumber Company - \$105 With the Council's acceptance of this donation, Staff will recognize the donation as revenue in the Fire Department's 2025 budget. The City works with the National Fire Safety Council for fire prevention materials and information. The donation received will be passed on to them so they can assist the department in future efforts. ATTACHMENTS: 1. Resolution No. 2025-129 Cash Donations For Fire Safety and Prevention			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other:	
_____ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-129**

**RESOLUTION ACCEPTING CASH DONATIONS FOR FIRE SAFETY AND PREVENTION
EFFORTS AND APPROVING PASS THRU TO THE NATIONAL FIRE SAFETY COUNCIL**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Scherer Bros Lumber Company	Cash Donation for Fire Safety/Prevention	\$105

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

WHEREAS, donations will be passed thru to the National Fire Safety Council for their efforts in providing the City with fire safety and prevention materials; and

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

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

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

Adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025		
Item Name:	7.8. Partial Release of the Development Agreement for Windmill Creek		
Originating Dept:	Community Development		
Presented By:	Lane Braaten		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-130 authorizing the release of Outlot A from the Development Agreement for Windmill Creek. EXPLANATION OF AGENDA ITEM: The City of Waconia received a request from Trumpy Land Development, Inc., for assistance in releasing Outlot A of Windmill Creek from the Development Agreement. Trumpy Land Development indicated that the submittal for release was at the request of a possible future property owner who would like this property removed prior to the purchase and future development of the site. The City Attorney and Community Development Director have reviewed the agreement and found it appropriate to grant the requested release. Staff recommends approval/authorization to release Outlot A from the Windmill Creek Developers Agreement by execution of the release documents drafted by the City Attorney and attached to this report. ATTACHMENTS: 1. Resolution No. 2025-130 Authorizing Release of OutlotA from the Development Agreement for Windmill Creek 2. Location Map Outlot A Windmill Creek 3. Partial Release of Development Agreement			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other:	
_____ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-130**

**RESOLUTION AUTHORIZING THE RELEASE OF OUTLOT A FROM
THE WINDMILL CREEK DEVELOPERS AGREEMENT**

WHEREAS, the City received a request from Trumpy Land Development, Inc., to release Outlot A from the Windmill Creek Developers Agreement; and

WHEREAS, the Windmill Creek Developers Agreement (the “**Development Agreement**”), dated September 17th, 2001, was between the City and Trumpy Land Development, Inc.; and

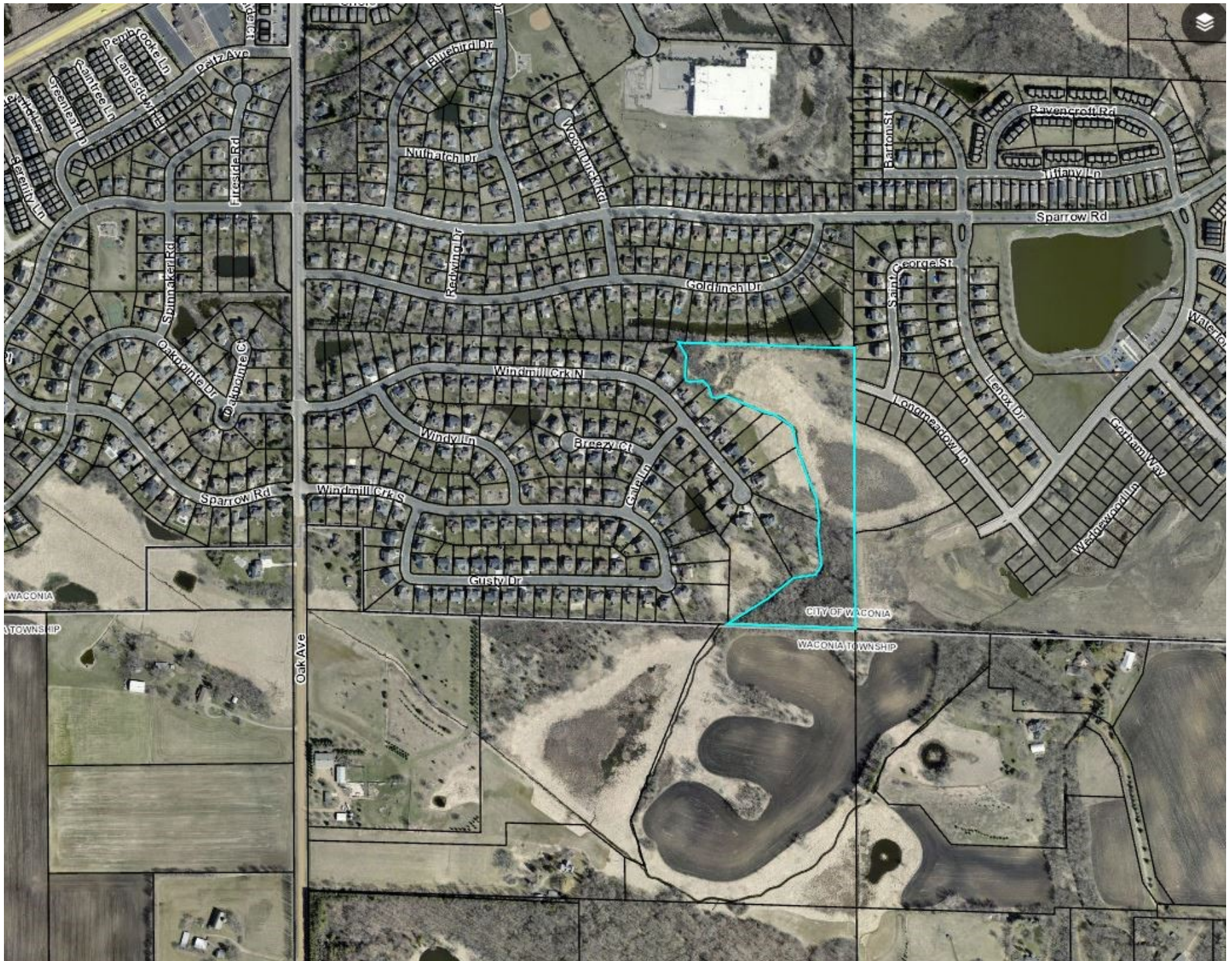
WHEREAS, the City Attorney reviewed the Development Agreement and found that all improvements associated with Outlot A have been completed to the satisfaction of the City and any future improvements shall be reviewed and approved via a future land use application for the subject property.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the release of Outlot A from the Windmill Creek Developers Agreement.

Adopted by the City Council of the City of Waconia this 5th day of May, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



PARTIAL RELEASE OF DEVELOPMENT AGREEMENT

THIS PARTIAL RELEASE OF DEVELOPMENT AGREEMENT (“**Partial Release**”) is dated May 5, 2025, and is between the City of Waconia, Minnesota, a Minnesota municipal corporation (the “**City**”) and Trumpy Land Development, Inc., a Minnesota corporation (“**Developer**”).

RECITALS

WHEREAS, the City and the Developer are parties to the Windmill Creek Developer’s Agreement dated September 17, 2001, which was filed in the Office of the County Recorder, Carver County, Minnesota, on October 24, 2001, as Document No. A298888 (the “**Development Agreement**”); and

WHEREAS, the Development Agreement relates to the certain real property located in the City of Waconia, Carver County, Minnesota, which is legally described in Recital A of the Development Agreement (the “**Development Property**”); and

WHEREAS the City and the Developer desire to release a portion of the Development Property from the Development Agreement, as described below;

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

PARTIAL RELEASE

1. **Recitals.** The above Recitals are incorporated as terms of this Partial Release.
2. **Partial Release.** The City and Developer agree the following property is released from the Development Agreement (the “**Released Property**”):

Outlot A, WINDMILL CREEK, Carver County, Minnesota.

Nothing herein releases any other portion of the Development Property or affects any other rights the City may have in the Released Property. Without limiting the general nature of the

preceding sentence, any easements burdening the Released Property and benefiting the City shall remain in full force and effect.

3. **Governing Law.** This Partial Release is governed by and shall be construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City and the Developer have caused this Partial Release to be duly executed as of the date first above written.

[Signature pages follow.]

SIGNATURE PAGE FOR PARTIAL RELEASE OF DEVELOPMENT AGREEMENT

CITY:

CITY OF WACONIA

Tim Litfin
Its: Mayor

Jackie Schulze
Its: Assistant City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of May 2025, by Tim Litfin and Jackie Schulze, the Mayor and the Assistant City Administrator, respectively, of the City of Waconia, a Minnesota municipal corporation, on behalf of such municipal corporation.

Notary Public

SIGNATURE PAGE FOR PARTIAL RELEASE OF DEVELOPMENT AGREEMENT

DEVELOPER:

TRUMPY LAND DEVELOPMENT, INC.

Signature: _____

Print Name: _____

Title: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the President of Trumpy Land Development, Inc., a Minnesota corporation, on behalf of such corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025		
Item Name:	7.9. Waterford 9th Addition Development Agreement - JMH Land Development Company, LLC		
Originating Dept:	Community Development		
Presented By:	Lane Braaten		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-131 approving the Development Agreement for Waterford 9th Addition			
EXPLANATION OF AGENDA ITEM: The City Council, at their regular meeting on January 21st, 2025, approved a final plat for JMH Land Development Company, LLC titled Waterford 9th Addition pursuant to Chapter 1000 of the Waconia City Ordinance. The Waterford 9th Addition final plat consists of forty-three (43) single-family residential parcels and thirty-four (34) townhome parcels. The City Council approved the final plat application via Resolution 2025-034 subject to certain conditions including JMH Land Development Company, LLC entering into a development agreement with the City. City staff have prepared a proposed development agreement for Waterford 9th Addition, a copy of which is attached for the Council's review and consideration. City staff recommend approval of the development agreement language as proposed.			
ATTACHMENTS: 1. Resolution No. 2025-131 Approving Development Agreement for Waterford 9th Addition 2. Development Agreement Waterford 9th Addn			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted		Other:	
_____ Amendment Required			

**CITY OF WACONIA
RESOLUTION NO. 2025-131**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR WATERFORD 9TH ADDITION**

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

WHEREAS, the properties are described as Outlot A and Outlot B, WATERFORD 8TH ADDITION, Waconia, MN and identified as PID#s 755360650 and 755360660 (the “**Property**”); and

WHEREAS, Developer desires to plat the fourth phase of the Property as Waterford 9th Addition, which will consist of forty-three (43) single family residential parcels and thirty-four (34) townhome parcels (the “**Project**”); and

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

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

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

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

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

Passed and adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

EXHIBIT 1
Development Agreement

**DEVELOPMENT AGREEMENT
FOR
WATERFORD 9TH ADDITION
CITY OF WACONIA, MINNESOTA**

This agreement (the “**Agreement**”) is dated _____, 2025, and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”) and JMH Land Development Company, LLC, a Minnesota limited liability company (the “**Developer**”).

RECITALS

WHEREAS, the Developer previously platted certain property as WATERFORD 8TH ADDITION, Carver County, Minnesota (“**Waterford 8th Addition**”); and

WHEREAS, in connection with such plat, the City and the Developer entered into a Development Agreement for Waterford 8th Addition dated April 15th, 2024, which was recorded April 19th, 2024, as Document Number A772063 in the Office of County Recorder, Carver County, Minnesota (the “**Waterford 8th Addition Development Agreement**”); and

WHEREAS, the Developer owns the real property legally described as Outlot A and Outlot B, WATERFORD 8TH ADDITION, Carver County, Minnesota (the “**Property**”); and

WHEREAS, the Developer now desires to replat the Property as WATERFORD 9TH ADDITION, Carver County, Minnesota; and

WHEREAS, on January 21st, 2025, the City Council passed Resolution No. 2025-034 conditionally approving the final plat for WATERFORD 9TH ADDITION drafted by Westwood Professional Services, a copy of which is attached as Exhibit A (the “**Final Plat**”); and

WHEREAS, as platted, the Property consists of:

1. Lots 1 through 12, Block 1; Lots 1 through 22, Block 2; Lots 1 through 10, Block 3; Lots 1 through 7, Block 4; Lots 1 through 8, Block 5; Lots 1 through 12, Block 6; and Lots 1 through 6, Block 7; WATERFORD 9TH ADDITION, Carver County, Minnesota (the “**Residential Lots**”);
2. Lot 13, Block 1, and Lot 23, Block 2, WATERFORD 9TH ADDITION, Carver County, Minnesota (the “**Common Area Lots**”);
3. Outlot A, Outlot B, and Outlot C, WATERFORD 9TH ADDITION, Carver County, Minnesota (collectively, the “**Outlots**”; individually an “**Outlot**”); and
4. Certain land dedicated to public use for roadways, state highway, stormwater retention and other Municipal Improvements; and

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

WHEREAS, references in this Agreement to “**Waterford 9th Addition**” mean the Property, excepting Outlot A, Outlot B, and Outlot C, WATERFORD 9TH ADDITION, Carver County, Minnesota, which are being retained by the Developer for future development; and

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

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

WHEREAS, the Developer has already rough graded a portion of the Property as described in the Waterford 6th Addition Development Agreement and the Plans (as defined below); and

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

1. The Waterford 9th Addition Construction Plans prepared by Westwood Professional Services, Inc. and dated December 17, 2024, Revision date January 22, 2025; and
2. The Waterford Additions Final Landscape Plan dated March 3, 2021; and

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

1. The Developer’s obligations regarding the grading of the Property and the development of Waterford 9th Addition;
2. The PUD zoning for all Residential Lots and Common Area Lots of Waterford 9th Addition (per Section 900.05, Subd. 1, O, 5, c, 3, of the Waconia City Code); and
3. Storm water reuse rights and obligations; and

WHEREAS, the subsequent development of Outlot A, Outlot B, and Outlot C retained by the Developer shall require a separate final plat and Development Agreement;

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

TERMS

1. **INTRODUCTORY MATTERS.** Except as expressly provided in this Agreement to the contrary, the following are incorporated by reference as agreements of the City and the Developer:

- 1.1. The Recitals set forth above;
 - 1.2. The City resolutions referred to in the above Recitals and the exhibits attached to such resolutions (the “**City Resolutions**”);
 - 1.3. The Waterford 6th Addition Development Agreement;
 - 1.4. The Waterford 7th Addition Development Agreement; and
 - 1.5. The Waterford 8th Addition Development Agreement.
2. **DEFINITIONS.** Defined terms, when capitalized, shall have the meanings ascribed to them in this Agreement unless the context clearly requires otherwise. Additional terms are defined in the introductory paragraph, the Recitals, and later in this Agreement.

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

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

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

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

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

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

“**Home Builder**” means U.S. Home, LLC, a Delaware limited liability company.

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

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

“**Municipal Improvements**” means the Developer Installed Municipal Improvements and the Developer Funded Municipal Improvements, all as described in Section 6 of this Agreement.
3. **RIGHT TO PROCEED; CONSTRUCTION.** Unless separate written approval has been given by the City, the Developer may not grade the Property or start construction of any Improvements on the Property until the following conditions have been met to the

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

4. **ENGINEERING AND PLANNING REQUIREMENTS.**

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

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

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

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

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

4.2.4. **Easements for Public Use.** The Developer shall have dedicated on the Final Plat or provided a separate recordable easement, as determined by the City, for all streets, trails, drainage easements, utility easements and other public use areas, as required by the City or any other Governmental Entity with jurisdiction. If a separate recordable easement is provided, the City and the Developer shall work together to record such document immediately after the Final Plat is recorded and before any liens are placed against the Property. If a lien already exists or arises before an easement

can be recorded (excepting liens for real estate taxes and assessments), the Developer shall take commercially reasonable steps to subordinate all such liens to the easement.

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

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

6. **IMPROVEMENTS.**

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

- 6.1.1. **General.** Except as expressly provided to the contrary in Section 6.2 below, the Developer shall, at its expense, construct and install public improvements on and adjacent to the Property in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement (the “**Developer Installed Municipal Improvements**”) including:
- 6.1.1.1. street grading, graveling, berms and boulevards;
 - 6.1.1.2. permanent street surfacing;
 - 6.1.1.3. concrete curb and gutter;
 - 6.1.1.4. boulevard sodding/seeding and blanket;
 - 6.1.1.5. sanitary sewer laterals or extensions including all necessary services, lift stations and other appurtenances supplied by the City and invoiced to the Developer;

- 6.1.1.6. storm sewers and storm water reuse facilities, including all necessary catch basins, inlets, and other appurtenances as described in Section 6.3 below;
 - 6.1.1.7. water main laterals or extensions including all necessary building services, hydrants, valves, and other appurtenances;
 - 6.1.1.8. street lighting and conduit crossings of City supplied conduit, where requested; and
 - 6.1.1.9. sidewalks and trails depicted in the Plans.
- 6.1.2. **Oversizing.** The Developer shall oversize utilities serving the Waterford 9th Addition as requested by the City Public Services Director or the City Engineer. The City shall reimburse the Developer for oversizing for the difference in material price between the size needed to serve the future buildout of the City versus the pipe size needed to serve just the current development, plus 20% for handling, excavation, pipe bedding, etc. The City Engineer shall determine the oversizing reimbursement, in his/her reasonable discretion, using current materials pricing provided by a pipe supplier/distributor. Based on the Plans and other relevant information, the City Engineer has determined that (a) the water main installed in connection with Waterford 9th Addition must be oversized from 10 inches to 12 inches at a cost of \$15,465.00 to the City, and (b) the 8 inches to 12 inches of sanitary sewer pipe is oversized to service the Waterford 9th Addition and provides additional sanitary sewer capacity for the area and the City shall pay a cost of \$48,549.00 for the oversizing of such sanitary sewer pipe. Regarding Waterford 9th Addition, no oversizing is required for storm sewer. Oversizing for Outlots retained by the Developer for future development shall be determined when such Outlots are developed.
- 6.2. **Government Installed/Developer Funded Municipal Improvements.** Upon receipt of a written invoice from the City, the Developer shall reimburse the City for all costs associated with the installation of street, trail, wetland buffer, and shoreland buffer signs for the Property, including the cost of all materials and staff time required to install such signs invoiced at the then current staff labor rates set forth in Chapter 1100 of the Waconia City Code (the “**Developer Funded Municipal Improvements**”).
- 6.3. **Storm Water Reuse.** A portion of the Property is subject to the Storm Water Drainage and Reuse Agreement between the City, the Developer, the Home Building, and the Waterford Townhome Homeowner’s Association dated July 18, 2022, which was recorded in the Office of the County Recorder/Registrar of Titles, Carver County, Minnesota on August 3, 2022, as Document Number A750179 (the “**Storm Water Reuse Agreement**”). The Developer, at its expense, shall construct/install all storm water improvements required for the Property by the Storm Water Reuse Agreement and the Plans. If any requirement of the Storm

Water Reuse Agreement conflicts with any requirement of the Plans, the Storm Water Reuse Agreement shall control.

- 6.4. **Private Improvements.** The Developer shall, at its expense, install private improvements on the Property (the “**Private Improvements**”) in conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, including grading of the Property and installation of corrected soil areas.
- 6.5. **Landscape Improvements.** The Developer shall install or cause the Home Builder to install, at its expense, all landscaping improvements required by the Landscape Plans attached as Exhibit C (the “**Landscape Improvements**”) for the Property. Further, for a period of 2 years from the date installed, Developer shall replace or cause the Home Builder to replace any plant material that dies or is not growing properly. The Developer shall retain vegetative buffers along the periphery of the Property not impacted by the rough grading to limit visibility from neighboring properties.
- 6.6. **Permits.** Prior to any grading or construction occurring on the Property, the Developer shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction. Any design requirements of such Governmental Entities shall be determined prior to completion and incorporated into the Plans. All costs incurred to obtain such approvals, permits, and licenses and all fines or penalties levied by any Governmental Entity due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developer to acquire the permits and approvals required herein.
- 6.7. **Licenses.** The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property. The City hereby grants the Developer a license to enter onto the portions of the Property dedicated for public use to construct the Developer Installed Municipal Improvements and any other Improvements required by this Agreement.
- 6.8. **Standard of Performance.** All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the Preliminary Plat, the Final Plat, the Plans, the Waconia City Code, and this Agreement, unless approved in writing to the contrary by the City Engineer. If there are contradictions between the Preliminary Plat and the Final Plat as it relates to the development contemplated in this Agreement, the Final Plat shall control.

- 6.9. **Deadlines for Completion.** The Developer shall install all Developer Installed Municipal Improvements and Private Improvements by November 15, 2025, except for the final lift of pavement on the roads and parking areas. The final lift of pavement on the roads and parking areas shall be completed no later than September 1, 2026. All Landscape Improvements to be installed by the Developer shall be installed no later than November 1, 2026. The Developer may request an extension of time from the City regarding any deadline, which the City may grant or deny in its sole discretion; provided, however, that the City shall not unreasonably deny any request for extension of any such deadline to the extent that the need therefor is caused by events beyond the reasonable control of Developer. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
- 6.10. **Construction Times.** The Developer shall conduct all construction activities in conformance with the City's noise ordinance (Chapter 740 of the Waconia City Code). Construction activities shall be allowed between 7:00 a.m. and 10:00 p.m. on weekdays (excepting holidays) and between 9:00 a.m. and 10:00 p.m. on Saturdays. Any deviation from the allowed construction times must be approved by the Public Services Director or the City Engineer.
- 6.11. **Public Property Damage.** The Developer is liable for all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from the grading or the development of the Property by the Developer. The Developer shall promptly notify the City Public Services Director of any such damage the Developer discovers. Further, the Developer shall repair all such damage, at its expense, within 20 days after receiving written notice from the City requesting repair. If the Developer fails to repair any damage within 20 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developer shall reimburse the City for all materials and labor associated with the repair.
- 6.12. **Street Cleaning.** During the grading and the development of the Property, the Developer shall keep the streets, sidewalks, and trails within and adjoining the Property free of dirt, debris and clutter caused by the development. If the City determines the Developer has violated this requirement, the City may give the Developer written notice of the violation, and the Developer shall perform the cleanup within 48 hours. If the Developer fails to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developer shall reimburse the City for all materials and labor associated with the cleanup.
- 6.13. **Inspection.** The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control and conformance to the City's standards. Further, the City may, at the City's discretion

and at the Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work on a full or part-time basis; or ii) take any action necessary to certify utilities for compliance and use. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors to the extent that the instructions do not contradict the Preliminary Plat, the Final Plat, or the Plans. The Developer's engineer shall provide on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer, through its engineer, must also provide all surveying and construction staking necessary to ensure that the construction of the Improvements conforms to the Plans. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including the City staff, to review the program for the construction work.

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

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

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

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

7. **WARRANTIES.**

- 7.1. **Developer Installed Municipal Improvements.** The Developer agrees, or shall cause its prime contractor to agree, to guarantee and warrant all work performed

and all materials supplied for the construction of the Developer Installed Municipal Improvements for a period of 2 years from final acceptance by the City and to promptly repair or replace any portion of the Developer Installed Municipal Improvements found to be defective. Upon completion of the Developer Installed Municipal Improvements and acceptance thereof by the City Council, the Developer shall furnish the City with a 2-year warranty bond for 100% of the cost of the Developer Installed Municipal Improvements.

- 7.2. **Developer Funded Municipal Improvements.** Except for its obligation to pay for the Developer Funded Municipal Improvements, the Developer has no obligation to provide any guarantee or warranty for such improvements.
- 7.3. **Landscape Improvements.** The Developer agrees, or shall cause the Home Builder to agree, to guarantee and warrant to the City all work performed and all materials supplied regarding the Landscape Improvements for a period of 2 years from the date installed. If any plant material dies or is not growing properly within 2 years of the date it is installed, the Developer or the Home Builder shall promptly replace it. The Developer shall inform the City when installation of the Landscape Improvements on the Property is complete so that the City can conduct the inspection required by Section 6.14 above. The warranty period shall start upon the City's acceptance.

8. **INSURANCE AND INDEMNIFICATION.**

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

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

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

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

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

10. **PARK DEDICATION AND CONVEYANCE OF ADDITIONAL PROPERTY.**

10.1. **Park.** Pursuant to the Waterford 6th Addition Development Agreement, the Developer shall dedicate Outlot A, WATERFORD 6TH ADDITION, Carver County, Minnesota ("**Outlot A**") to the City. The Developer has paid the sum of \$1,693.80 to satisfy the City's park dedication requirements for the Waterford Additions residential development. The City acknowledges such dedication satisfied the City's park dedication requirements for the land now being platted as Waterford 9th Addition.

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

11.1. **General.** Except as expressly provided in this Section 11 to the contrary: i) Waconia City Code ordinances and regulations for the R-3, Medium Density Residential District shall apply to all Townhome Residential Lots identified below; and ii) Waconia City Code ordinances and regulations for the R-1, Single-Family Residential District shall apply to all Single Family Residential Lots (65 ft. & 75 ft.) identified below.

11.2. **Townhome Residential Lots.** The following PUD zoning applies to Lots 1 through 12, Block 1, Lots 1 through 22, Block 2, WATERFORD 9TH ADDITION, Carver County, Minnesota:

- 11.2.1. The minimum front yard/right-of-way setback for each lot shall be 25 feet;
- 11.2.2. The minimum distance between each cluster of townhomes shall be 25 feet;

- 11.2.3. The maximum building height shall be 40 feet; and
- 11.2.4. The minimum street side yard for each lot shall be 20 feet.
- 11.3. **Single Family Residential Lots – 65 ft.** The following PUD zoning applies to Lots 1 through 10, Block 3; Lot 1 and Lots 5 through 7, Block 4; Lots 1 through 8, Block 5; Lots 1 through 12, Block 6; Lots 1 through 6, Block 7, WATERFORD 9TH ADDITION, Carver County, Minnesota:
 - 11.3.1. The minimum lot area shall be 8,402 sq. ft.;
 - 11.3.2. The maximum impervious surface for each lot shall be 50%;
 - 11.3.3. The minimum street side yard setback for each lot shall be 15 feet;
 - 11.3.4. The minimum interior side yard setback for each lot shall be 7.5 feet; and
 - 11.3.5. The maximum building height shall be 38 feet.
- 11.4. **Single Family Residential Lots – 75 ft.** The following PUD zoning applies to Lots 2 through 4, Block 4, WATERFORD 9TH ADDITION, Carver County, Minnesota:
 - 11.4.1. The minimum lot area shall be 8,402 sq. ft.;
 - 11.4.2. The maximum **impervious surface for each lot shall be 25%;**
 - 11.4.3. The minimum street side yard setback for each lot shall be 15 feet;
 - 11.4.4. The minimum interior side yard setback for each lot shall be 7.5 feet; and
 - 11.4.5. The maximum building height shall be 38 feet.
- 12. **PAYMENT OF COSTS AND EXPENSES.**
 - 12.1. **General.** The Developer agrees to pay, upon written demand of the City, all costs, expenses, charges, and fees incurred or paid by the City in relation to this Agreement or the development of the Property. For example, the Developer shall reimburse the City for staff time, consulting fees, reasonable attorneys' fees and costs relating to: i) review of the Plans; ii) the negotiation and preparation of this Agreement; iii) reviews and inspections required or permitted by this Agreement; iv) certifying utilities for compliance and use; and v) except as otherwise set forth in Section 8.2 and 18.7, any action or suit relating to this Agreement or the development of the Property. Concurrent with the full execution of this Agreement, the Developer shall deposit with the City the sum of \$25,000.00 in escrow to cover such costs. The City may, from time to time, withdraw funds from such escrow to pay costs, expenses, and charges the Developer is required to pay; provided however, that concurrent with each such withdrawal the City shall provide the Developer with an itemized statement showing the costs, expenses and charges incurred, the amount withdrawn from escrow to pay them, and the

amount remaining in escrow. Any excess amount remaining in escrow on December 31, 2027, shall be promptly refunded to the Developer. Any costs, expenses, or charges exceeding the escrow amount (or incurred after the escrow account is closed) shall be billed by the City in writing and paid by the Developer in conformance with Section 12.2 below.

- 12.2. **City Billing Procedure.** Whenever this Agreement permits the City to demand payment from the Developer or requires the Developer to reimburse the City, the City shall invoice the Developer for the amount due. Each amount invoiced by the City to the Developer shall be due and payable 30 days after the date of the applicable invoice. If the Developer fails to pay any amount on or before the date such amount is due, the Developer shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the City for which reimbursement is sought.
- 12.3. **Developer Billing Procedure.** Whenever this Agreement permits the Developer to demand reimbursement from the City, the Developer shall invoice the City for the amount due. Each amount invoiced by the Developer to the City shall be due and payable thirty (30) days after the date of the applicable invoice. If the City fails to pay any amount on or before the date such amount is due, the City shall be deemed in default of this Agreement. Any invoice for reimbursement shall itemize the amounts previously incurred by the Developer for which reimbursement is sought.
13. **FINANCIAL GUARANTEES.** Prior to release of the Final Plat, unless otherwise stated, the Developer shall provide the financial guarantees described in this Section 13 (collectively, the “**Surety Deposits**”).
 - 13.1. **Guarantee for Municipal Improvements.**
 - 13.1.1. **Letter of Credit.** To assure the installation of all Municipal Improvements in a good and workmanlike manner and the Developer’s faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the “**Letter of Credit for the Municipal Improvements**”) in the amount of \$2,890,000.00. (which equals 120% of the cost of the Municipal Improvements). If the Developer fails to install the Developer Installed Municipal Improvements in accordance with the provisions of this Agreement, fails to reimburse the City for the Developer Funded Municipal Improvements as required herein, or otherwise breaches its obligations under this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City’s written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Municipal Improvements in such amount as is reasonably adequate to cure the breach. The Letter of Credit for the

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

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

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

13.1.2.2. When the Municipal Improvements, excepting the wear course of pavement, have been substantially completed and accepted by the City Engineer, the Developer may apply for a 50% reduction in the Letter of Credit for the Municipal Improvements and the City shall grant such request provided a new letter of credit acceptable to the City for the remaining 50% is furnished to the City by the Developer.

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

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

13.2.1. **Letter of Credit.** To assure the installation of all Landscape Improvements in a good and workmanlike manner, the proper growth of all plants for the period of 2 years after installation, and the Developer's faithful performance of its obligations under this Agreement, the Developer shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit for the Landscape Improvements**") in the amount of \$37,860.00, which equals 100% of the cost of the Landscape Improvements to be installed by the Developer). If the Developer fails to install and maintain or the Home Builder fails to install and maintain the Landscape Improvements in accordance with the provisions of this Agreement, fails to replace a plant not growing properly, or otherwise breaches this Agreement, the City shall notify the Developer in writing of such breach. If the Developer fails to cure or fails to cause the Home Builder to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter, the City may draw upon the Letter of Credit for the Landscape Improvements in such amount as is reasonably adequate to cure the

breach. Such Letter of Credit for the Landscape Improvements shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.

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

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

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

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

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

13.5. **Costs.** The City's costs for processing any letter of credit reduction or release request regarding the Surety Deposits shall be billed to the Developer at \$125.00

per hour with a minimum of 1 hour per reduction or release and shall be paid by the Developer to the City within 30 days of billing. Any request for reduction or release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.

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

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

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

If to the City:

City of Waconia
201 South Vine Street

Waconia, MN 55387
Attn: City Administrator
Email: sfineran@waconia.org

If to the Developer:

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

If to the Home Builder:

U.S. Home, LLC
16305 36th Avenue N., Suite 600
Plymouth, MN 55446
Attn: Joe Jablonski, Director of Land Development
Email: Joe.Jablonski@lennar.com

18. **MISCELLANEOUS.**

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

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

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

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

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

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 9TH ADDITION
DEVELOPMENT

CITY OF WACONIA

By: _____
Tim Litfin
Its: Mayor

By: _____
Shane Fineran
Its: City Administrator

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by Tim Litfin and Shane Fineran, the Mayor and City Administrator, respectively, of the City
of Waconia, a Minnesota municipal corporation under the laws of the State of Minnesota, on
behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR WATERFORD 9TH ADDITION
DEVELOPMENT

JMH LAND DEVELOPMENT COMPANY LLC

By: _____
Steven M. Hentges
Its: President

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by Steven M. Hentges, President of JMH Land Development Company, LLC, a Minnesota
limited liability company, for and on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

Final Plat for WATERFORD 9TH ADDITION

Westwood
Professional Services, Inc.

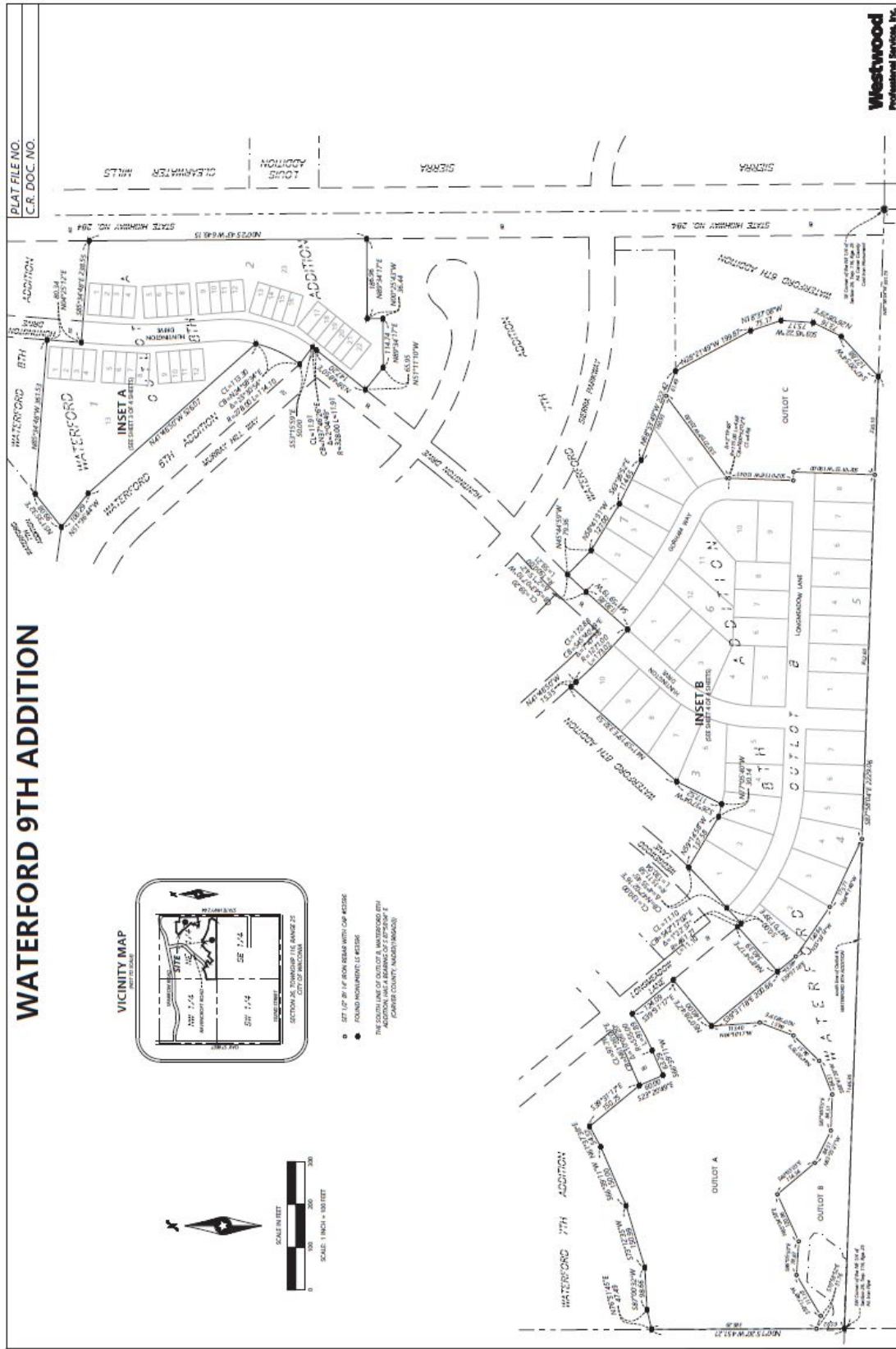
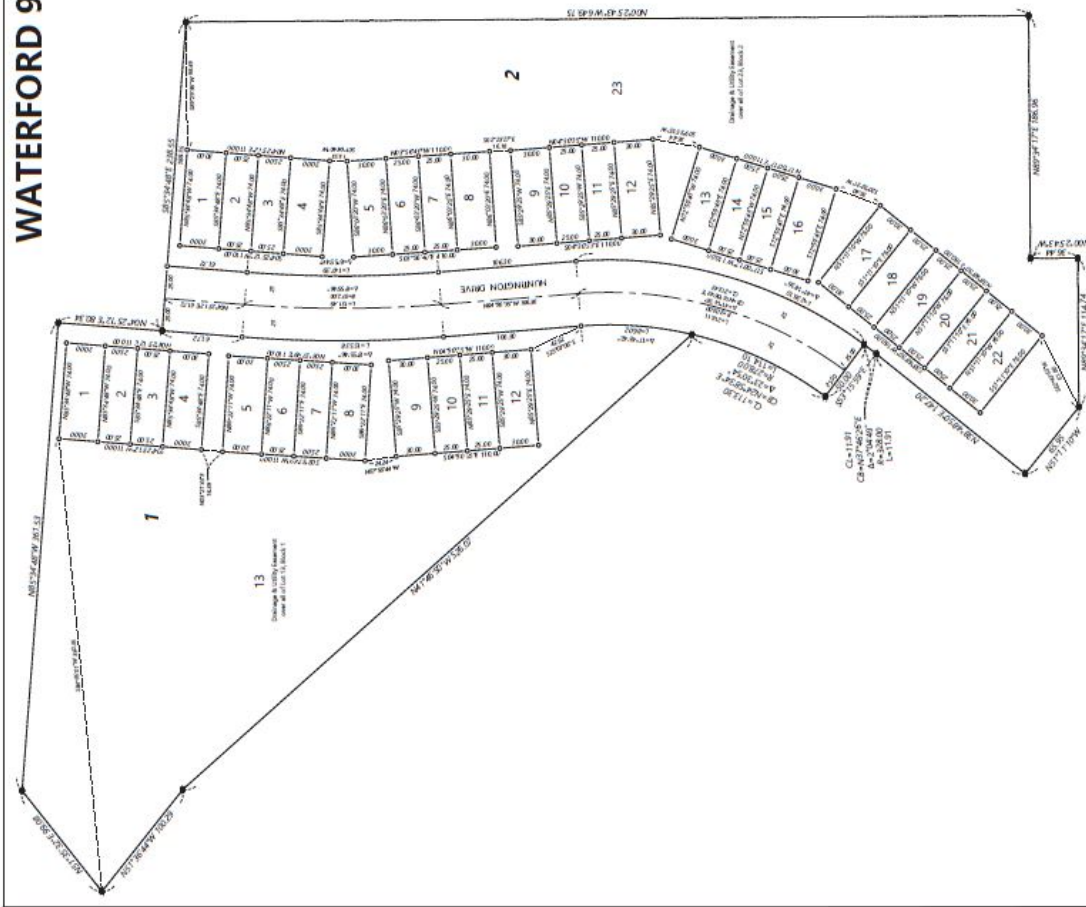


Exhibit A
Page 2 of 4

WATERFORD 9TH ADDITION



INSET A
(FROM SHEET 2 OF 4 SHEETS)

- SET OUT BY 1/4" IRON REBAR WITH CAP #3306
 - YOUNG MONUMENT IS #3306
- THE EXISTING MONUMENT IS SET OUT BY 1/4" IRON REBAR WITH CAP #3306. THE EXISTING MONUMENT IS SET OUT BY 1/4" IRON REBAR WITH CAP #3306. THE EXISTING MONUMENT IS SET OUT BY 1/4" IRON REBAR WITH CAP #3306.



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

WATERFORD 9TH ADDITION



Westwood
Professional Services, Inc.

Exhibit A
Page 4 of 4

[illegible]

Exhibit C
Page 1 of 7

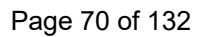




Exhibit C
Page 3 of 7

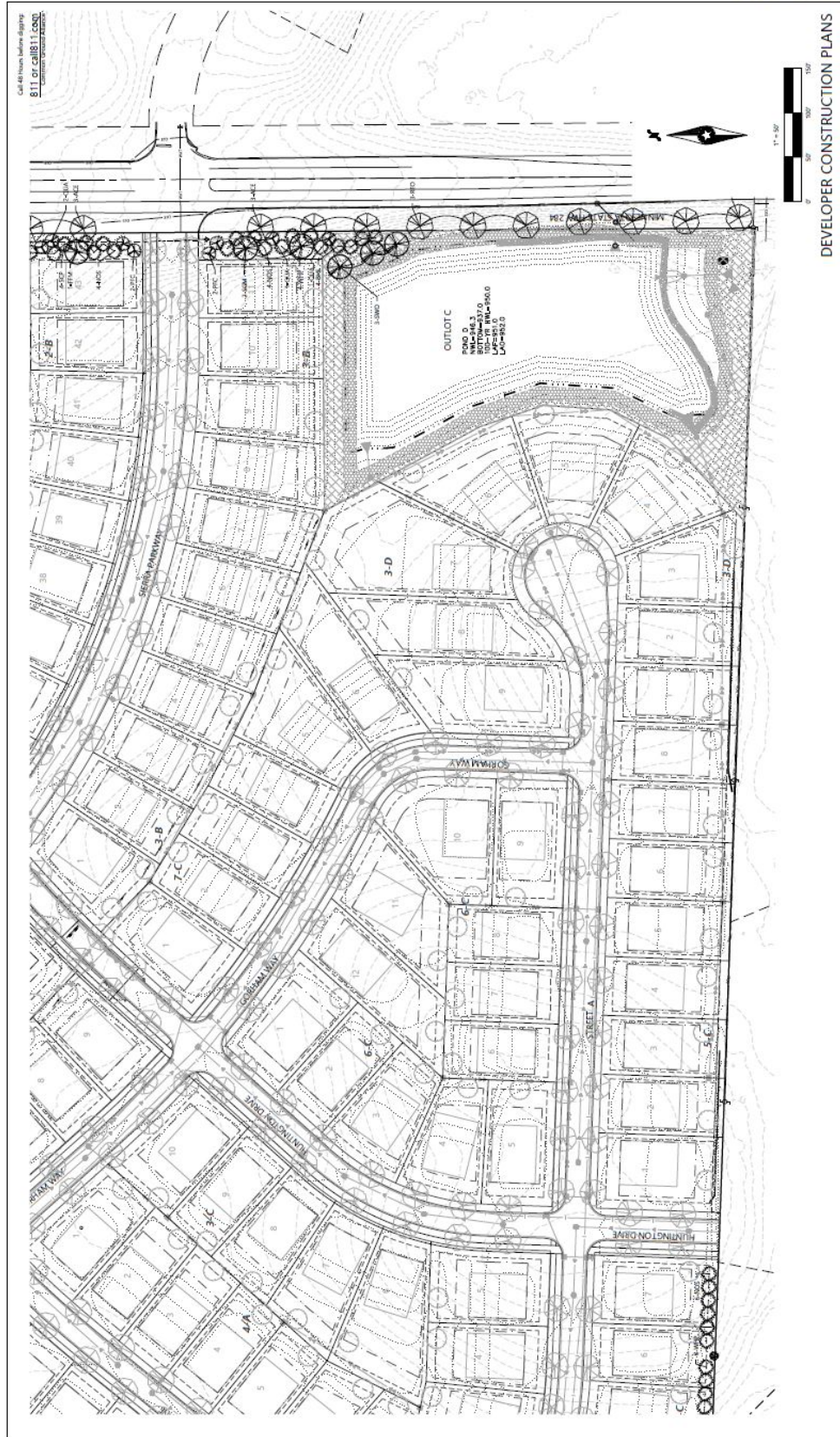


Exhibit C
Page 4 of 7



Exhibit C
Page 5 of 7



Exhibit C
Page 6 of 7



Exhibit C
Page 7 of 7

CONSENT AND SUBORDINATION BY MORTGAGEE

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

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this Consent and Subordination by Mortgagee as of the date notarized below.

Signature

Name (Printed)

Title

STATE OF MINNESOTA)
) ss.:
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2025 by _____, the _____ of Frandsen Bank & Trust, a Minnesota chartered banking corporation, on behalf of the banking corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025
Item Name:	7.10. Holbrook Early Grading Agreement & Permit - Pulte Homes of Minnesota
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-132 approving the Early Grading Agreement & Permit for Holbrook	
EXPLANATION OF AGENDA ITEM: The City Council, at their regular meeting on December 16th, 2024, approved the Holbrook Preliminary Plat per Resolution 2024-285. The developer, Pulte Homes of Minnesota, received final plat approval on April 7th, 2025, and has requested a permit to conduct early grading work on the property prior to the City Council acting on the final development agreement for the site. City staff have prepared a proposed Early Grading Agreement and Permit for Holbrook, a copy of which is attached to the Council's review and consideration. City staff recommends approval of the early grading agreement language as proposed.	
ATTACHMENTS: 1. Resolution No. 2025-132 Approving Early Grading Agreement and Permit for Holbrook 2. Exhibit 1 - Early Grading Agreement	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	

**CITY OF WACONIA
RESOLUTION NO. 2025-132**

**RESOLUTION APPROVING EARLY GRADING AGREEMENT AND PERMIT
FOR HOLBROOK**

WHEREAS, Pulte Homes of Minnesota (the “**Developer**”) owns real property in the City of Waconia (the “**City**”) proposed to be developed as the Holbrook residential planned unit development; and

WHEREAS, the City Council approved the Holbrook Preliminary Plat on December 16th, 2024 via Resolution 2024-285; and

WHEREAS, the Developer received final plat approval for the initial phase of development on April 7th, 2025; and

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

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

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

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

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

Passed and adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

EXHIBIT 1
Early Grading Agreement & Permit

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

This agreement (the “**Agreement**”) is dated May 5, 2025 and is between the City of Waconia, a Minnesota municipal corporation (the “**City**”), Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, and M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (collectively the “**Developers**”).

RECITALS

WHEREAS, the Developers own the real property legally described as Parcel A and Parcel C on attached Exhibit A (the “**Developer Property**”); and

WHEREAS, Saltire, LLC, a Minnesota liability company (“**Saltire**”) owns the real property legally described as Parcel B on attached Exhibit A (the “**Saltire Property**”); and

WHEREAS, the Developer Property and the Saltire Property are, collectively, referred to as the “**Property**”; and

WHEREAS, the Developers previously petitioned the City to plat the Property as part of a residential development named Holbrook, Carver County, Minnesota (“**Holbrook**”); and

WHEREAS, on December 16, 2024, the City Council of the City (the “**City Council**”) passed Resolution No. 2024-285 conditionally approving a preliminary plat (“**Preliminary Plat**”) for Holbrook, which includes parcels identified as PID# 070300200, 070300100, and 070300300 that are located at 9550 Little Avenue, 10080 Little Avenue, and 9780 Little Avenue in the City; and

WHEREAS, the Developers have submitted final plat applications to the City for Holbrook and Holbrook 2nd Addition; and

WHEREAS, on April 7, 2025, the City Council passed Resolutions 2025-113 and 2025-114 conditionally approving a final plat for Holbrook and a final plat for Holbrook 2nd Addition (the “**Final Plats**”); and

WHEREAS, the Developers have requested a permit to conduct certain early grading work on the Property prior to the City executing the Final Plats and the Development Agreement for Holbrook; and

WHEREAS, the Developers have entered into a Temporary Construction and Access Easement with Saltire to allow grading on the Saltire Property (the “**Saltire Easement**”); and

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

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

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

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

WHEREAS, the Developers’ engineer, Westwood Professional Services, Inc., has prepared preliminary grading plans for the Property dated May 3, 2024 (the “**Grading Plans**”); and

WHEREAS, the Developers desire to perform grading on the Property as depicted and described in the Grading Plans (the “**Early Grading Improvements**”); and

WHEREAS, the City finds it is appropriate to grant a permit for the Early Grading Improvements because the Final Plats have been approved and a developer’s agreement is being drafted by the City;

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

TERMS

1. INTRODUCTORY MATTERS.

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

1.1.1 The recitals set forth above;

1.1.2 The exhibits attached to this Agreement; and

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

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

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

Agreement.

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

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

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

“County” means Carver County, Minnesota. **“Minnesota”** means the State of Minnesota.

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

3. **PREPARATION.** Prior to any early grading occurring on the Property, the Developers shall provide proof to the City Public Services Director and City Engineer that the following requirements have been met for the entire Property, at the Developers’ expense:
 - 3.1. **Erosion and Sediment Control Plan.** The Developers shall have applied for and received an erosion and sediment control plan for the Property from the County. The Developers shall comply with the erosion and sediment control plan. Further, the Developers shall follow all measures required by the City Engineer to protect any wooded areas and steep slopes on the Property, as determined by the City Engineer. Moreover, the Developers shall restore the portions of the Property that will be held for future development, including the Saltire Property, to a condition acceptable to the City Engineer and all Governmental Entities with jurisdiction.
 - 3.2. **Wetlands.** The Developers shall have applied for and received all required approvals for any wetland alterations or mitigations on the Property from each Governmental Entity with jurisdiction.
 - 3.3. **Plan for Construction Access.** The Developers shall have submitted and received approval for construction access to the Property from the City Engineer.
 - 3.4. **Approvals from other Governmental Entities.** The Developers shall determine and obtain all necessary approvals, permits, and licenses required by each Governmental Entity with jurisdiction for the Early Grading Improvements. All costs incurred to obtain such approvals, permits, and licenses and all fines or

penalties levied by any Governmental Entity due to the failure of the Developers to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developers. The Developers agree to defend and hold the City, its officers, employees, and agents harmless from any action initiated by any Governmental Entity resulting from any failure of the Developers to acquire the permits and approvals required herein.

4. **GRADING WORK.**

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

to be performed. Copies of all soil testing, correction areas, and density tests for all structures and public improvements must be submitted to the City upon completion.

- 4.7. **Unsatisfactory Labor or Material.** In the event the City Engineer or its designated representative rejects as defective or unsuitable any material or labor supplied by the Developers, then the rejected material must be removed and replaced with approved material and the rejected labor must be done again to the specifications and approval of the City Engineer, all at the sole expense of the Developers.
- 4.8. **Completion.** The Developers shall substantially complete the Early Grading Improvements to the satisfaction and approval of the City Engineer and the City Council no later than July 31, 2025, subject to delays due to casualty, labor strikes, material shortages, or other causes beyond the Developers' reasonable control.
- 4.9. **Final Inspection.** When the Early Grading Improvements are substantially completed, the Developers shall notify the City Engineer and the City Engineer and representatives of the Developers' contractor(s) and/or engineer shall make a final inspection of the work. Before final payment is made to the contractor by the Developers, the City Engineer shall be satisfied that all Early Grading Improvements have been satisfactorily completed in accordance with the Grading Plans and the Developers' engineer shall submit a written statement attesting to the same.
- 4.10. **License for Entry.** The Developers hereby grant the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the Early Grading Improvements. The Developers represent and warrant the Saltire Easement allows them to grant the City such access to the Saltire Property without any further action by Saltire, consent from Saltire, or notice to Saltire.
- 4.11. **Street Cleaning.** The Developers shall keep the streets, sidewalks and trails within and adjoining the Property free of dirt, debris and clutter caused by construction of the Early Grading Improvements. If the City determines the Developers have violated this requirement, the City may give the Developers written notice of the violation and the Developers shall perform the cleanup within 48 hours. If the Developers fail to perform the cleanup to the City's satisfaction within 48 hours of receiving the City's notice or the City determines, in its discretion, that circumstances warrant cleanup faster than within 48 hours, the City may perform the cleanup itself and the Developers shall reimburse the City for all materials and labor associated with the cleanup.
- 4.12. **Public Property Damage.** The Developers are liable for all damage to public

property and improvements (e.g., street and utility systems) directly or indirectly arising from construction of the Early Grading Improvements. The Developers shall promptly notify the City Public Services Director or City Engineer of any such damage the Developers discover. Further, the Developers shall repair all such damage, at their expense, within 10 days after receiving written notice from the City requesting repair. If the Developers fail to repair any damaged within 10 days of receiving the City's notice, the City may make the repair. Further, the City, in its discretion, may elect to repair any damage itself. In either case, the Developers shall reimburse the City for all materials and labor associated with the repair.

5. **FINANCIAL GUARANTY.**

- 5.1. **Letter of Credit.** To assure the installation of the Early Grading Improvements in a good and workmanlike manner and the Developers' faithful performance of its obligations under this Agreement, the Developers shall provide the City with an irrevocable letter of credit from a U.S. bank with a physical branch location in Minnesota, the form of which shall be satisfactory to the City (the "**Letter of Credit**") in the amount of _____ (which equals 120% of the cost of the Early Grading Improvements). If the Developers fail to install the Early Grading Improvements in accordance with the provisions of this Agreement or otherwise breach their obligations under this Agreement, the City may notify the Developers in writing of such breach. In the event the Developers fails to cure the breach within 30 days of receipt of the City's written notice the City may declare a default under this Agreement. Thereafter, the City may draw upon the Letter of Credit in such amount as is reasonably adequate to cure the breach. The Letter of Credit shall be renewable on an annual basis and shall require the issuer to give the City notice at least 30 days prior to the date of renewal.
- 5.2. **Release.** The Developers may apply to the City for a release of all or a portion of the Letter of Credit as follows:
 - 5.2.1 When another irrevocable letter of credit acceptable to the City is furnished to the City to replace the Letter of Credit.
 - 5.2.2 When the Early Grading Improvements have been completed, the Developers may apply to have the Letter of Credit released in its entirety.
- 5.3. **Expiration.** If the Letter of Credit will expire pursuant to its terms prior to the time that all money or obligations of the Developers are paid or completed pursuant to this Agreement, the Developers shall provide the City with a new letter of credit, acceptable to the City, at least 30 days prior to the expiration of such expiring letter of credit. If the City does not receive a new letter of credit as required above, the City may declare the Developers in default of this Agreement and draw, in whole or in part at the City's discretion, upon the

expiring letter of credit to avoid the loss of surety.

- 5.4. **Failure to Perform.** If, after any notice required hereunder and the expiration of any applicable cure period, the Developers are in default of this Agreement or otherwise fails to perform any of the duties, conditions, or terms of this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on the Letter of Credit, to enter the Property, and to cure the default. If the default consists of the Developers' failure to install any of the Early Grading Improvements in accordance with the provisions of this Agreement, the City may, at its sole option, do any of the following: i) cure the default by performing the work in accordance with this Agreement and the Grading Plans; ii) seek any other remedy available at law or in equity, iii) both; or iv) nothing. The Developers represent and warrant the Saltire Easement allows them to grant the City access to the Saltire Property to cure any default without further action by Saltire, consent from Saltire, or notice to Saltire. The City may reimburse itself for all costs and expenses from the Letter of Credit arising out of or related to curing any default, including reasonable legal and consulting fees. The Developers shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees that the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section 5.4.
- 5.5. **Costs.** The City's costs for processing any letter of credit release request shall be billed to the Developers at \$125.00 per hour with a minimum of 1 hour per release, which fee shall be paid by the Developers to the City within 30 days of billing. Any request for release of a letter of credit shall be either approved or denied within 30 days of being made in writing to the City.
- 5.6. **Deficiency.** If the Letter of Credit funds are used by the City and found to be insufficient to pay or reimburse the City in total as required herein, the Developers agree that upon being billed by the City, the Developers will pay the deficiency amount to the City within 10 days of receipt of such billings to the Developers. If the Developers fail to pay, the City may assess all costs, including, but not limited to, staff time, reasonable engineering fees and legal fees against the Property, or any part thereof, for which a certificate of occupancy has not then been issued by the City. The Developers acknowledge the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. If there is an overage in the amount of Letter of Credit funds received by the City, the City shall, upon making such determination, refund to the Developers any monies in the City's possession that are in excess of the amount needed by the City. In addition to the above, the City may seek a civil judgment against the Developers.

6. **PERMIT.** This Agreement constitutes a grading permit for the Developers to make the Early Grading Improvements on the Property in conformance with the requirements of this Agreement. Except as expressly provided in this Agreement or the Grading Plans, the permit does not allow the construction of underground utilities.
7. **EARLY GRADING RISKS ACCEPTED BY THE DEVELOPER.** The Developers understand and acknowledge the Early Grading Risks and agree to proceed with construction of the Early Grading Improvements on the Property at their own risk. The Developers have no right to make any improvements or alterations to the Property other than the Early Grading Improvements until the Developers: i) execute a developer's agreement in form and content acceptable to the City; ii) post the financial security required by the developer's agreement; iii) are in conformance with the terms of the City Resolutions; and iv) have executed and recorded the Final Plats.
8. **INSURANCE AND INDEMNIFICATION.**
 - 8.1. **Insurance.** The Developers shall furnish, or shall cause its prime contractor to furnish, proof of insurance prior to the commencement of construction of the Early Grading Improvements, which shall be subject to the review and approval of the City, covering public liability and property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Early Grading Improvements at a minimum policy amount of \$1,000,000.00. The contractor shall keep such insurance in force during construction of the Early Grading Improvements. The insurance shall name the City as an additional insured and shall require the insurer to give the City not less than 30 days' written notice prior to modification or cancellation of the insurance policy.
 - 8.2. **Liability and Indemnification.** Claims against the Developers, their agents, servants, or employees relating to the development of the Property shall in no way be the obligation of the City. The Developers are jointly and severally liable for the Developers' obligations under this Agreement. The Developers shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, consultants, contractors and agents (the "**Indemnified Parties**") from and against any and all liabilities, losses, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees and court costs, that the Indemnified Parties, or any of them, may sustain, incur, or be required to pay, directly or indirectly arising out of the Developers' violation of this Agreement or any act or failure to act by the Developers, their officers, employees, consultants, contractors or agents, except to the extent directly caused by the negligence of the Indemnified Parties or any of them.
9. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developers, as an inducement to the City to enter into this Agreement, represent and warrant to the City as follows:

- 9.1. **Ownership.** The Developers have a fee ownership interest in the Developer Property.
- 9.2. **Saltire Property.** The Developers have obtained all rights and permissions required from Saltire to fully perform the Early Grading Improvements on the Saltire Property. Further, this Agreement grants the City certain rights to enter the Saltire Property. The Saltire Easement grants the City such access to the Saltire Property without any further action by Saltire, consent from Saltire, or notice to Saltire.
- 9.3. **Developer's Engineer.** Developers have retained a duly registered professional civil engineer authorized to practice in Minnesota to prepare the Grading Plans; and ii) such engineer has prepared the Grading Plans in conformance with the City's standard specifications for such work.
- 9.4. **Execution No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developers are a party or by which it, or the Property, is bound.
- 9.5. **Authorization.** The Developers are limited liability companies organized in the states described in the introductory paragraph of this Agreement and are in good standing and authorized to do business in Minnesota. The Developers have full authority to enter into this Agreement and make it binding on themselves and their successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property. This Agreement shall not become effective until it is executed and delivered by the City and both Developers.
10. **DEFAULT.** In the event the Developers, their successors or assigns breach any of the covenants or agreements herein contained and any such violation remains uncured for more than 30 days after the City gives the Developers notice of the breach (unless another provision of this Agreement calls for a shorter cure period, in which case the shorter period shall apply), the City may draw and/or utilize the deposited escrow funds, letters of credit, or other surety funds to complete the Developers' obligations as set forth herein, and to the extent not satisfied from such funds, to bring legal action against the Developers to collect any sums due pursuant to this Agreement. In the event of an uncured breach, the Developers hereby grant the City and the City's employees, representatives, or agents the right to enter the Property as described in Section 5.4 above to perform any act deemed necessary by the City to cure the Developers' breach. In addition to the above, the City may initiate any legal action allowed by law or in equity, including, but not limited to, injunctive relief for compliance with this Agreement.
11. **NOTIFICATION INFORMATION.** Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows or by email with a return receipt requested:

If to the City:

City of Waconia
201 South Vine Street
Waconia, MN 55387
Attn: Community Development Director
Email: lbraaten@waconia.org

If to the Developers:

Pulte Homes of Minnesota, LLC
1650 W 82nd Street, Suite 300
Bloomington, MN 55431
Attn: Chad Onsgard, Vice President of Development
Email: chad.onsgard@pultegroup.com

M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive, Suite 100
St. Louis Park, MN 55416
Attn: John Rask, Area President
Email: jrask@mihomes.com

12. **MISCELLANEOUS.**

- 12.1. **Runs with the Property.** The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns. The benefits and burdens of this Agreement run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developers of their joint and several liability for full performance of this Agreement unless the City expressly releases the Developers in writing. This Agreement may be recorded against the Property by the City.
- 12.2. **Interest on Past Due Amounts.** In addition to all other remedies available to the City under this Agreement, amounts owed the City and not paid when due shall accrue interest at the rate of 8% per annum from the date due until the date actually paid.
- 12.3. **Construction of Agreement.** This Agreement, the attached exhibits, the incorporated instruments pursuant to Section 1 of this Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties, and they supersede any other written or oral agreements between the parties as it relates to the terms and obligations contained herein. The word “including” shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained in this Agreement have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural, and vice versa, and the

masculine shall include the feminine and neutral genders, and vice versa.

- 12.4. **Attorneys' Fees.** The City and the Developers agree that, in the event a suit or action is brought to enforce the terms of this Agreement, or in the event an action is brought upon a letter of credit furnished by the Developers as provided herein, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and legal costs.
- 12.5. **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
- 12.6. **Data Practices Compliance.** The Developers will have access to data collected or maintained by the City to the extent necessary to perform the Developers' obligations under this Agreement. The Developers agree to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "**Act**"). The Developers will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developers will immediately notify the City. The City shall provide written direction to the Developers regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developers for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees, arising out of or related to the Developer complying with the City's direction. Subject to the above, the Developers agree to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Developers' failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developers agree to return all data to the City, as requested by the City.
- 12.7. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.
- 12.8. **Time is of the Essence.** Time is of the essence in the performance of the terms and obligations of this Agreement.
- 12.9. **Survival.** Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.
- 12.10. **Modification.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

- 12.11. **Non-Waiver.** The action or inaction of the City or the Developers shall not constitute a waiver of any provision of this Agreement. To be binding, waivers shall be in writing, signed by the party making the waiver and, if the waiver is by the City, approved by written resolution of the City Council.
- 12.12. **Cumulative Rights.** Each right, power, or remedy herein conferred upon the City or the Developers is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City or the Developers, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developers.
- 12.13. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement. Without limiting the general nature of the immediately preceding sentence, Saltire is not an intended third-party beneficiary.
- 12.14. **Counterparts.** This This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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

[Signature pages follow.]

SIGNATURE PAGE TO EARLY GRADING AGREEMENT AND PERMIT

CITY OF WACONIA

By: _____
Tim Litfin
Its: Mayor

By: _____
Jackie Schulze
Its: Assistant City Administrator

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 5th day of May, 2025 by Tim Litfin and Jackie Schulze, the Mayor and Assistant City Administrator, respectively, of the City of Waconia, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO EARLY GRADING AGREEMENT AND PERMIT

Pulte Homes of Minnesota, LLC

By: _____
Chad Onsgard
Its: Vice President of
Development

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 2025, by Chad Onsgard, Vice President of Development of Pulte Homes, LLC, a
Minnesota limited liability company, for and on behalf of the company.

Notary Public

M/I Homes of Minneapolis/St. Paul, LLC

By: _____
John Rask
Its: Area President

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 2025, by John Rask, Area President of M/I Homes of Minneapolis/St. Paul, a Delaware
limited liability company, for and on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

Legal Description of Property

PARCEL A DESCRIPTION:

That part of the West Half of the Southwest Quarter and that part of the West Half of the Northwest Quarter all in Section 30, Township 116, Range 24, Carver County, Minnesota, EXCEPTING THEREFROM:

That part of West Half of the Southwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 1419.27 feet to the point of beginning; thence North 65 degrees 40 minutes 14 seconds East, a distance of 198.64 feet; thence North 51 degrees 01 minute 34 seconds East, a distance of 93.55 feet; thence North 36 degrees 22 minutes 53 seconds East, a distance of 93.55 feet; thence North 21 degrees 44 minutes 12 seconds East, a distance of 93.55 feet; thence North 07 degrees 05 minutes 32 seconds East, a distance of 93.55 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 132.35 feet; thence continue Northerly along said line, a distance of 178.87 feet; thence North 06 degrees 56 minutes 40 seconds East, a distance of 64.05 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 143.87 feet; thence South 76 degrees 27 minutes 01 second West, a distance of 135.65 feet; thence South 88 degrees 15 minutes 02 seconds West, a distance of 132.05 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 67.71 feet; thence South 00 degrees 13 minutes 49 seconds East, a distance of 143.62 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 35.90 feet to said west line of the West Half of the Southwest Quarter; thence South 00 degrees 13 minutes 49 seconds East, along said west line, a distance of 757.67 feet to the point of beginning.

AND EXCEPT

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1,102.67 feet to the point of beginning; thence

South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 161.85 feet; thence South 12 degrees 47 minutes 54 seconds East, a distance of 50.32 feet; thence South 20 degrees 55 minutes 45 seconds West, a distance of 46.20 feet; thence South 23 degrees 37 minutes 3 seconds West, a distance of 46.71 feet; thence South 43 degrees 5 minutes 58 seconds West, a distance of 205.83 feet; thence South 49 degrees 00 minutes 03 seconds East, a distance of 134.37 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 06 degrees 39 minutes 23 seconds, a radius of 530.00 feet for an arc distance of 61.57 feet, the chord of said curve bears South 37 degrees 15 minutes 04 seconds West; thence South 33 degrees 55 minutes 23 seconds West, tangent to said curve, a distance of 5.67 feet; thence North 74 degrees 23 minutes 37 seconds West, a distance of 151.95 feet; thence South 33 degrees 44 minutes 42 seconds West, a distance of 167.31 feet; thence South 18 degrees 18 minutes 57 seconds West, a distance of 288.11 feet; thence South 15 degrees 38 minutes 47 seconds East, a distance of 155.82 feet; thence South 32 degrees 57 minutes 34 seconds East, a distance of 57.86 feet; thence South 50 degrees 16 minutes 40 seconds East, a distance of 57.86 feet; thence South 67 degrees 35 minutes 27 seconds East, a distance of 84.20 feet; thence South 01 degree 37 minutes 51 seconds East, a distance of 75.00 feet to said south line of the West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, along said south line, a distance of 1,108.39 feet to said southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1102.67 feet to the point of beginning.

AND EXCEPT

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00

degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 199.38 feet; thence North 19 degrees 39 minutes 41 seconds West, a distance of 92.63 feet to the point of beginning; thence North 65 degrees 03 minutes 27 seconds East, a distance of 126.70 feet; thence northeasterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears North 34 degrees 01 minute 26 seconds East; thence North 00 degrees 15 minutes 34 seconds West, not tangent to said curve, a distance of 156.99 feet; thence North 88 degrees 47 minutes 00 seconds West, a distance of 144.20 feet; thence South 24 degrees 15 minutes 00 seconds West, a distance of 182.30 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 140.69 feet to the point of beginning.

AND EXCEPT

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet to the point of beginning; thence continuing North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1,455.38 feet; thence South 88 degrees 57 minutes 14 seconds West, a distance of 70.97 feet; thence westerly, along a tangential curve, concave to the south, having a central angle of 27 degrees 32 minutes 13 seconds, a radius of 270.00 feet for an arc distance of 129.76 feet; thence South 61 degrees 25 minutes 1 second West, tangent to said curve, a distance of 188.06 feet; thence southwesterly, along a tangential curve, concave to the northwest, having a central angle of 05 degrees 12 minutes 57 seconds, a radius of 330.00 feet for an arc

distance of 30.04 feet; thence South 28 degrees 34 minutes 59 seconds East, not tangent to said curve, a distance of 117.72 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 17 degrees 54 minutes 27 seconds, a radius of 390.00 feet for an arc distance of 121.89 feet; thence North 86 degrees 11 minutes 00 seconds West, not tangent to said curve, a distance of 132.51 feet; thence South 02 degrees 42 minutes 31 seconds West, a distance of 262.60 feet; thence North 88 degrees 52 minutes 23 seconds West, a distance of 124.36 feet; thence South 51 degrees 21 minutes 53 seconds West, a distance of 39.67 feet; thence westerly, along a non-tangential curve, concave to the south, having a central angle of 100 degrees 36 minutes 40 seconds, a radius of 60.00 feet for an arc distance of 105.36 feet, the chord of said curve bears North 88 degrees 56 minutes 27 seconds West; thence North 88 degrees 47 minutes 00 seconds West, not tangent to said curve, a distance of 158.72 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 105.00 feet; thence North 86 degrees 00 minutes 23 seconds West, a distance of 157.69 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 127.35 feet; thence westerly, along a non-tangential curve, concave to the north, having a central angle of 11 degrees 42 minutes 31 seconds, a radius of 500.00 feet for an arc distance of 102.18 feet, the chord of said curve bears North 73 degrees 34 minutes 24 seconds West; thence North 67 degrees 43 minutes 08 seconds West, tangent to said curve, a distance of 191.64 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 60.00 feet; thence South 67 degrees 43 minutes 08 seconds East, a distance of 170.47 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 135.00 feet; thence South 68 degrees 41 minutes 16 seconds East, a distance of 58.13 feet; thence South 73 degrees 19 minutes 34 seconds East, a distance of 62.07 feet; thence South 78 degrees 22 minutes 11 seconds East, a distance of 124.67 feet; thence South 88 degrees 47 minutes 00 seconds East, a distance of 201.82 feet; thence South 00 degrees 15 minutes 34 seconds East, a distance of 156.99 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears South 34 degrees 01 minute 26 seconds West; thence South 65 degrees 03 minutes 27 seconds West, not tangent to said curve, a distance of 126.70 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 92.63 feet; thence South 80 degrees 32 minutes 7 seconds East, a distance of 199.38 feet; thence South 9 degrees 27 minutes 53 seconds West, a distance of 3.78 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 45.14 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 127.00 feet; thence North 12 degrees 9 minutes 47 seconds East, a distance of 8.60 feet; thence on a bearing of East, a distance of 118.26 feet; thence southerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears South 20 degrees 6 minutes 14 seconds East; thence North 84 degrees 50 minutes

54 seconds East, not tangent to said curve, a distance of 61.95 feet; thence North 89 degrees 44 minutes 26 seconds East, a distance of 332.44 feet to said east line of the West Half of the Southwest Quarter and to the point of beginning.

AND EXCEPT the South 260.00 feet of the East 418.84 feet of the West Half of the Northwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota.

AND EXCEPT

That part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of the West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 2638.35 feet to the West Quarter corner of said Section 30; thence North 00 degrees 13 minutes 37 seconds West, along the west line of said West Half of the Northwest Quarter, a distance of 2649.98 feet to the northwest corner of said West Half of the Northwest Quarter; thence North 88 degrees 13 minutes 51 seconds East, along said north line, a distance of 940.75 feet to the southwesterly right of way line of County State Aid Highway Number 10 per Carver County Right of Way Plat Number 11 and to the point of beginning; thence South 51 degrees 10 minutes 07 seconds East, along said southwesterly line, a distance of 113.15 feet; thence South 25 degrees 5 minutes 31 seconds West, a distance of 558.66 feet; thence South 76 degrees 43 minutes 24 seconds West, a distance of 35.57 feet; thence South 55 degrees 30 minutes 59 seconds West, a distance of 71.14 feet; thence South 34 degrees 18 minutes 34 seconds West, a distance of 71.14 feet; thence South 18 degrees 36 minutes 27 seconds West, a distance of 89.46 feet; thence South 13 degrees 06 minutes 47 seconds East, a distance of 102.37 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 70.87 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 138.92 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 136.00 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 146.45 feet; thence South 24 degrees 32 minutes 02 seconds West, a distance of 89.26 feet; thence South 15 degrees 42 minutes 05 seconds West, a distance of 88.59 feet; thence South 5 degrees 52 minutes 51 seconds West, a distance of 95.58 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 146.64 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 196.00 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 14.14 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 140.00 feet; thence North 11 degrees 39 minutes 22 seconds West, a distance of 121.20 feet; thence North 19 degrees 25 minutes 06 seconds East, a distance of 42.53 feet; thence North 37 degrees 53 minutes 9 seconds East, a distance of 57.82 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 137.27 feet; thence North 41 degrees 47

minutes 41 seconds East, a distance of 166.38 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 132.00 feet; thence North 41 degrees 57 minutes 43 seconds East, a distance of 56.59 feet; thence North 67 degrees 52 minutes 24 seconds East, a distance of 31.81 feet; thence South 84 degrees 48 minutes 33 seconds East, a distance of 181.70 feet; thence South 70 degrees 32 minutes 36 seconds East, a distance of 40.59 feet; thence South 40 degrees 46 minutes 22 seconds East, a distance of 37.40 feet; thence South 13 degrees 12 minutes 46 seconds East, a distance of 47.54 feet; thence South 06 degrees 45 minutes 03 seconds East, a distance of 181.50 feet; thence South 06 degrees 53 minutes 40 seconds East, a distance of 68.02 feet; thence South 13 degrees 4 minutes 13 seconds East, a distance of 73.65 feet; thence South 17 degrees 08 minutes 47 seconds East, a distance of 68.62 feet; thence South 21 degrees 31 minutes 15 seconds East, a distance of 68.63 feet; thence South 27 degrees 22 minutes 03 seconds East, a distance of 122.26 feet; thence North 66 degrees 22 minutes 09 seconds East, a distance of 151.79 feet; thence easterly, along a non-tangential curve, concave to the north, having a central angle of 65 degrees 10 minutes 19 seconds, a radius of 185.00 feet for an arc distance of 210.43 feet, the chord of said curve bears South 87 degrees 41 minutes 53 seconds East; thence North 59 degrees 42 minutes 57 seconds East, tangent to said curve, a distance of 37.33 feet; thence South 29 degrees 28 minutes 20 seconds East, tangent to said curve, a distance of 331.08 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 29 degrees 43 minutes 29 seconds, a radius of 835.00 feet for an arc distance of 433.19 feet; thence South 00 degrees 15 minutes 9 seconds West, tangent to said curve, a distance of 87.45 feet to the north line of the South 260.00 feet of said West Half of the Northwest Quarter; thence North 88 degrees 57 minutes 14 seconds East, along said north line a distance of 46.85 feet to the east line of said West Half of the Northwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line a distance of 2,414.97 feet to the northeast corner of said West Half of the Northwest Quarter; thence South 88 degrees 13 minutes 51 seconds West, along the north line of said West Half of the Northwest Quarter, a distance of 1,043.58 feet to the point of beginning.

TOGETHER WITH

That part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 4405.73 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 408.00 feet to the point of beginning; thence North

74 degrees 54 minutes 41 seconds West, a distance of 184.06 feet; thence South 40 degrees 10 minutes 03 seconds West, a distance of 165.10 feet; thence southeasterly along a non-tangential curve, concave to the southwest, having a central angle of 10 degrees 03 minutes 10 seconds, a radius of 260.00 feet for an arc distance of 45.62 feet, the chord of said curve bears South 31 degrees 27 minutes 50 seconds East; thence North 83 degrees 14 minutes 57 seconds East, not tangent to said curve, a distance of 242.64 feet; thence northeasterly along a non-tangential curve, concave to the east, having a central angle of 05 degrees 23 minutes 14 seconds, a radius of 965.00 feet for an arc distance of 90.73 feet to the point of beginning, the chord of said curve bears North 12 degrees 23 minutes 43 seconds East.

Area: 135.502 acres

PARCEL B DESCRIPTION:

That part of West Half of the Southwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 1419.27 feet to the point of beginning; thence North 65 degrees 40 minutes 14 seconds East, a distance of 198.64 feet; thence North 51 degrees 01 minute 34 seconds East, a distance of 93.55 feet; thence North 36 degrees 22 minutes 53 seconds East, a distance of 93.55 feet; thence North 21 degrees 44 minutes 12 seconds East, a distance of 93.55 feet; thence North 07 degrees 05 minutes 32 seconds East, a distance of 93.55 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 132.35 feet; thence continue Northerly along said line, a distance of 178.87 feet; thence North 06 degrees 56 minutes 40 seconds East, a distance of 64.05 feet; thence North 00 degrees 13 minutes 49 seconds West, a distance of 143.87 feet; thence South 76 degrees 27 minutes 01 second West, a distance of 135.65 feet; thence South 88 degrees 15 minutes 02 seconds West, a distance of 132.05 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 67.71 feet; thence South 00 degrees 13 minutes 49 seconds East, a distance of 143.62 feet; thence North 77 degrees 20 minutes 22 seconds West, a distance of 35.90 feet to said west line of the West Half of the Southwest Quarter; thence South 00 degrees 13 minutes 49 seconds East, along said west line, a distance of 757.67 feet to the point of beginning.

AND

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1,102.67 feet to the point of beginning; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 161.85 feet; thence South 12 degrees 47 minutes 54 seconds East, a distance of 50.32 feet; thence South 20 degrees 55 minutes 45 seconds West, a distance of 46.20 feet; thence South 23 degrees 37 minutes 3 seconds West, a distance of 46.71 feet; thence South 43 degrees 5 minutes 58 seconds West, a distance of 205.83 feet; thence South 49 degrees 00 minutes 03 seconds East, a distance of 134.37 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 06 degrees 39 minutes 23 seconds, a radius of 530.00 feet for an arc distance of 61.57 feet, the chord of said curve bears South 37 degrees 15 minutes 04 seconds West; thence South 33 degrees 55 minutes 23 seconds West, tangent to said curve, a distance of 5.67 feet; thence North 74 degrees 23 minutes 37 seconds West, a distance of 151.95 feet; thence South 33 degrees 44 minutes 42 seconds West, a distance of 167.31 feet; thence South 18 degrees 18 minutes 57 seconds West, a distance of 288.11 feet; thence South 15 degrees 38 minutes 47 seconds East, a distance of 155.82 feet; thence South 32 degrees 57 minutes 34 seconds East, a distance of 57.86 feet; thence South 50 degrees 16 minutes 40 seconds East, a distance of 57.86 feet; thence South 67 degrees 35 minutes 27 seconds East, a distance of 84.20 feet; thence South 01 degree 37 minutes 51 seconds East, a distance of 75.00 feet to said south line of the West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, along said south line, a distance of 1,108.39 feet to said southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1102.67 feet to the point of beginning.

AND

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 332.44 feet; thence South 84 degrees 50 minutes 54 seconds West, a distance of 61.95 feet; thence northerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears North 20 degrees 06 minutes 14 seconds West; thence on a bearing of West, not tangent to said curve, a distance of 118.26 feet; thence South 12 degrees 09 minutes 47 seconds West, a distance of 8.60 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 127.00 feet; thence South 09 degrees 27 minutes 53 seconds West, a distance of 45.14 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 3.78 feet; thence North 80 degrees 32 minutes 07 seconds West, a distance of 199.38 feet; thence North 19 degrees 39 minutes 41 seconds West, a distance of 92.63 feet to the point of beginning; thence North 65 degrees 03 minutes 27 seconds East, a distance of 126.70 feet; thence northeasterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears North 34 degrees 01 minute 26 seconds East; thence North 00 degrees 15 minutes 34 seconds West, not tangent to said curve, a distance of 156.99 feet; thence North 88 degrees 47 minutes 00 seconds West, a distance of 144.20 feet; thence South 24 degrees 15 minutes 00 seconds West, a distance of 182.30 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 140.69 feet to the point of beginning.

AND

That part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of the West Half of the Southwest Quarter; thence North 00 degrees 13 minutes 49 seconds West, assumed bearing along the west line of said West Half of the Southwest Quarter, a distance of 2638.35 feet to the West Quarter corner of said Section 30; thence North 00 degrees 13 minutes 37 seconds West, along the west line of said West Half of the Northwest Quarter, a distance of 2649.98 feet to the northwest corner of said West Half of the Northwest Quarter; thence North 88 degrees 13 minutes 51 seconds East, along said north

line, a distance of 940.75 feet to the southwesterly right of way line of County State Aid Highway Number 10 per Carver County Right of Way Plat Number 11 and to the point of beginning; thence South 51 degrees 10 minutes 07 seconds East, along said southwesterly line, a distance of 113.15 feet; thence South 25 degrees 5 minutes 31 seconds West, a distance of 558.66 feet; thence South 76 degrees 43 minutes 24 seconds West, a distance of 35.57 feet; thence South 55 degrees 30 minutes 59 seconds West, a distance of 71.14 feet; thence South 34 degrees 18 minutes 34 seconds West, a distance of 71.14 feet; thence South 18 degrees 36 minutes 27 seconds West, a distance of 89.46 feet; thence South 13 degrees 06 minutes 47 seconds East, a distance of 102.37 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 70.87 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 138.92 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 136.00 feet; thence South 41 degrees 47 minutes 41 seconds West, a distance of 146.45 feet; thence South 24 degrees 32 minutes 02 seconds West, a distance of 89.26 feet; thence South 15 degrees 42 minutes 05 seconds West, a distance of 88.59 feet; thence South 5 degrees 52 minutes 51 seconds West, a distance of 95.58 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 146.64 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 196.00 feet; thence South 11 degrees 39 minutes 22 seconds East, a distance of 14.14 feet; thence North 78 degrees 20 minutes 38 seconds East, a distance of 140.00 feet; thence North 11 degrees 39 minutes 22 seconds West, a distance of 121.20 feet; thence North 19 degrees 25 minutes 06 seconds East, a distance of 42.53 feet; thence North 37 degrees 53 minutes 9 seconds East, a distance of 57.82 feet; thence North 48 degrees 12 minutes 19 seconds West, a distance of 137.27 feet; thence North 41 degrees 47 minutes 41 seconds East, a distance of 166.38 feet; thence South 48 degrees 12 minutes 19 seconds East, a distance of 132.00 feet; thence North 41 degrees 57 minutes 43 seconds East, a distance of 56.59 feet; thence North 67 degrees 52 minutes 24 seconds East, a distance of 31.81 feet; thence South 84 degrees 48 minutes 33 seconds East, a distance of 181.70 feet; thence South 70 degrees 32 minutes 36 seconds East, a distance of 40.59 feet; thence South 40 degrees 46 minutes 22 seconds East, a distance of 37.40 feet; thence South 13 degrees 12 minutes 46 seconds East, a distance of 47.54 feet; thence South 06 degrees 45 minutes 03 seconds East, a distance of 181.50 feet; thence South 06 degrees 53 minutes 40 seconds East, a distance of 68.02 feet; thence South 13 degrees 4 minutes 13 seconds East, a distance of 73.65 feet; thence South 17 degrees 08 minutes 47 seconds East, a distance of 68.62 feet; thence South 21 degrees 31 minutes 15 seconds East, a distance of 68.63 feet; thence South 27 degrees 22 minutes 03 seconds East, a distance of 122.26 feet; thence North 66 degrees 22 minutes 09 seconds East, a distance of 151.79 feet; thence easterly, along a non-tangential curve, concave to the north, having a central angle of 65 degrees 10 minutes 19 seconds, a radius of 185.00 feet for an arc distance of 210.43 feet, the chord of said curve bears South 87 degrees 41 minutes 53 seconds East; thence North 59 degrees 42 minutes 57 seconds East, tangent to said curve, a distance of

37.33 feet; thence South 29 degrees 28 minutes 20 seconds East, tangent to said curve, a distance of 331.08 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 29 degrees 43 minutes 29 seconds, a radius of 835.00 feet for an arc distance of 433.19 feet; thence South 00 degrees 15 minutes 9 seconds West, tangent to said curve, a distance of 87.45 feet to the north line of the South 260.00 feet of said West Half of the Northwest Quarter; thence North 88 degrees 57 minutes 14 seconds East, along said north line a distance of 46.85 feet to the east line of said West Half of the Northwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along said east line a distance of 2,414.97 feet to the northeast corner of said West Half of the Northwest Quarter; thence South 88 degrees 13 minutes 51 seconds West, along the north line of said West Half of the Northwest Quarter, a distance of 1,043.58 feet to the point of beginning. EXCEPTING THEREFROM that part of the West Half of the Northwest Quarter of Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter; thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 4405.73 feet; thence South 89 degrees 44 minutes 26 seconds West, a distance of 408.00 feet to the point of beginning; thence North 74 degrees 54 minutes 41 seconds West, a distance of 184.06 feet; thence South 40 degrees 10 minutes 03 seconds West, a distance of 165.10 feet; thence southeasterly along a non-tangential curve, concave to the southwest, having a central angle of 10 degrees 03 minutes 10 seconds, a radius of 260.00 feet for an arc distance of 45.62 feet, the chord of said curve bears South 31 degrees 27 minutes 50 seconds East; thence North 83 degrees 14 minutes 57 seconds East, not tangent to said curve, a distance of 242.64 feet; thence northeasterly along a non-tangential curve, concave to the east, having a central angle of 05 degrees 23 minutes 14 seconds, a radius of 965.00 feet for an arc distance of 90.73 feet to the point of beginning, the chord of said curve bears North 12 degrees 23 minutes 43 seconds East.

Area: 79.677 acres

PARCEL C DESCRIPTION:

That part of the West Half of the Southwest Quarter, Section 30, Township 116, Range 24, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said West Half of the Southwest Quarter;

thence North 88 degrees 22 minutes 09 seconds East, assumed bearing along the south line of said West Half of the Southwest Quarter, a distance of 1987.06 feet to the southeast corner of said West Half of the Southwest Quarter; thence North 00 degrees 15 minutes 34 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 1102.67 feet to the point of beginning; thence continuing North 00 degrees 15 minutes 34 seconds West, along said east line, a distance of 1,455.38 feet; thence South 88 degrees 57 minutes 14 seconds West, a distance of 70.97 feet; thence westerly, along a tangential curve, concave to the south, having a central angle of 27 degrees 32 minutes 13 seconds, a radius of 270.00 feet for an arc distance of 129.76 feet; thence South 61 degrees 25 minutes 1 second West, tangent to said curve, a distance of 188.06 feet; thence southwesterly, along a tangential curve, concave to the northwest, having a central angle of 05 degrees 12 minutes 57 seconds, a radius of 330.00 feet for an arc distance of 30.04 feet; thence South 28 degrees 34 minutes 59 seconds East, not tangent to said curve, a distance of 117.72 feet; thence southerly, along a tangential curve, concave to the west, having a central angle of 17 degrees 54 minutes 27 seconds, a radius of 390.00 feet for an arc distance of 121.89 feet; thence North 86 degrees 11 minutes 00 seconds West, not tangent to said curve, a distance of 132.51 feet; thence South 02 degrees 42 minutes 31 seconds West, a distance of 262.60 feet; thence North 88 degrees 52 minutes 23 seconds West, a distance of 124.36 feet; thence South 51 degrees 21 minutes 53 seconds West, a distance of 39.67 feet; thence westerly, along a non-tangential curve, concave to the south, having a central angle of 100 degrees 36 minutes 40 seconds, a radius of 60.00 feet for an arc distance of 105.36 feet, the chord of said curve bears North 88 degrees 56 minutes 27 seconds West; thence North 88 degrees 47 minutes 00 seconds West, not tangent to said curve, a distance of 158.72 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 105.00 feet; thence North 86 degrees 00 minutes 23 seconds West, a distance of 157.69 feet; thence South 01 degree 13 minutes 00 seconds West, a distance of 127.35 feet; thence westerly, along a non-tangential curve, concave to the north, having a central angle of 11 degrees 42 minutes 31 seconds, a radius of 500.00 feet for an arc distance of 102.18 feet, the chord of said curve bears North 73 degrees 34 minutes 24 seconds West; thence North 67 degrees 43 minutes 08 seconds West, tangent to said curve, a distance of 191.64 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 60.00 feet; thence South 67 degrees 43 minutes 08 seconds East, a distance of 170.47 feet; thence South 22 degrees 16 minutes 52 seconds West, a distance of 135.00 feet; thence South 68 degrees 41 minutes 16 seconds East, a distance of 58.13 feet; thence South 73 degrees 19 minutes 34 seconds East, a distance of 62.07 feet; thence South 78 degrees 22 minutes 11 seconds East, a distance of 124.67 feet; thence South 88 degrees 47 minutes 00 seconds East, a distance of 201.82 feet; thence South 00 degrees 15 minutes 34 seconds East, a distance of 156.99 feet; thence southwesterly, along a non-tangential curve, concave to the southeast, having a central angle of 117 degrees 55 minutes 59 seconds, a radius of 60.00 feet for an arc distance of 123.50 feet, the chord of said curve bears South 34

degrees 01 minute 26 seconds West; thence South 65 degrees 03 minutes 27 seconds West, not tangent to said curve, a distance of 126.70 feet; thence South 19 degrees 39 minutes 41 seconds East, a distance of 92.63 feet; thence South 80 degrees 32 minutes 7 seconds East, a distance of 199.38 feet; thence South 9 degrees 27 minutes 53 seconds West, a distance of 3.78 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 60.00 feet; thence North 09 degrees 27 minutes 53 seconds East, a distance of 45.14 feet; thence South 80 degrees 32 minutes 07 seconds East, a distance of 127.00 feet; thence North 12 degrees 9 minutes 47 seconds East, a distance of 8.60 feet; thence on a bearing of East, a distance of 118.26 feet; thence southerly, along a non-tangential curve, concave to the east, having a central angle of 00 degrees 43 minutes 14 seconds, a radius of 530.00 feet for an arc distance of 6.67 feet, the chord of said curve bears South 20 degrees 6 minutes 14 seconds East; thence North 84 degrees 50 minutes 54 seconds East, not tangent to said curve, a distance of 61.95 feet; thence North 89 degrees 44 minutes 26 seconds East, a distance of 332.44 feet to said east line of the West Half of the Southwest Quarter and to the point of beginning.

Area: 23.427 acres



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025
Item Name:	8.1. Parking Items
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	Adopted Resolution #2025-074 Approving Plans and Authorizing Bid for 2025 Phase 3 Reconstruction Project
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: 1. Adopt Resolution No. 2025-133 Authorizing Approval of Paws Inn Pet Essentials Request for Parking Stall Use in Lot 4 2. Adopt Resolution No. 2025-134 Affirming Council Direction on Cubline Design for 100 Block of 1st Street West	
EXPLANATION OF AGENDA ITEM: The City Council is requested to discuss two parking items and requests in the downtown area. 1. Paws Inn dedicated parking Jodi Theis, Paws Inn Pet Essentials, is requesting that the City Council grant the ability to erect signage in the public parking lot adjacent to her building for Paws Inn customers to use during business hours. The business is located at 120 S Vine Street and is served by the northern portion of Lot #4 with access from the alleyway between Vine Street and Maple Street. This lot provides 19 stalls and is adjacent to the lower level entry of 120 S Vine Street and 209 1st Street W, housing the Waconia Dance studio. Ms. Theis is requesting to be allowed to place temporary signage indicating that three stalls directly adjacent to the business be signed for Paws Inn customer parking during regular business hours. The City does not typically permit dedicated parking stalls on public streets or public parking lots for specific business use. It has signed specific stalls on streets for special time limits such as 15-minute parking, 30-minute parking, etc. General on-street parking in the downtown core is posted at a 90-minute limit. If the City Council would like to approve the request as stated by Ms. Theis, an approving resolution has been prepared reflecting the specifics of the request. It should be noted by the Council that approval of this request will likely result in similar requests in other areas of the community and the findings of fact in this Resolution should be reviewed. 2. Drop Off Area at Emagine Theater At the April 21, 2025, Council meeting, Mayor Litfin requested that staff prepare an action item for consideration by the City Council regarding the curblin design of 1st Street on the south side of the 100 block of 1st Street W currently under construction. The Council previously reviewed and discussed the final design of this street and sidewalk segment at the February 18, 2025 Council meeting as part of the approval of the final design and authorizing the public bid	

for the Downtown Reconstruction Project Phaes 3. Mayor Litfin has requested that the City Council reconsider this item to remove the curblane cut out to add additional on-street parking.

The discussion of the final design related to this area was the potential removal of the existing curb cut that allows for drop off and pick up directly adjacent to the theater entrance. It was noted by staff that a review of the redevelopment of this area in the early 1990s did not indicate that any existing agreement would prohibit the City from changing the design of this curblane. However, conversations with theater management preferred to keep the design as is to better support their operations and the efficient and safe drop-off for theater patrons. An informal all roll vote was had by the City Council on this specific design element, with the majority directing the design remain as is and as was reflected in the final design of the Phase 3 project and approved by Resolution No. #2025-074.

It should also be noted that an additional 5 on-street parking spaces will be created with Phase 3 construction with the change from parallel parking to angled parking on the north side of the 100 block of 1st Street West.

A resolution has been prepared affirming the direction provided by the City Council at the February 18, 2025 meeting regarding this item.

ATTACHMENTS:

1. Resolution No. 2025-133 Approval of Paws Inn Essentials Request for Parking Stall Use in Lot 4
2. Paws Inn Parking Request
3. Map of Lot 4 Parking Request
4. Resolution No. 2025-134 Affirming City Council Direction on Curblane Design for 100 Block of 1st Street West
5. 100 Block of 1st St W

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

**CITY OF WACONIA
RESOLUTION NO. 2025-133**

**RESOLUTION AUTHORIZING APPROVAL OF
PAWS INN PET ESSENTIALS REQUEST FOR PARKING STALL USE IN LOT 4**

WHEREAS, the City owns and operates public parking lots for the use and benefit of citizens, businesses, and visitors; and

WHEREAS, staff received a request from the owner of Paws Inn Pet Essentials to utilize three Lot Four parking stalls for dedicated use for store customers during typical business hours; and

WHEREAS, the north portion of Lot 4 is a unique parking lot providing 19 stalls of parking directly adjacent to two properties in the 200 block of 1st Street W; and

WHEREAS, the properties on 1st Street have direct lower-level access to the parking stalls with the primary or only entrance to the businesses in this area; and

WHEREAS, there is abundant off-street parking in the south half of Lot 4 as well as on Vine Street to serve and support the parking needs of area businesses; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of Paws Inn Pet Essentials to erect signage dedicating up to three stalls for customer use adjacent to the store front.

Adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator

Paws Inn Pet Essentials 120 South Vine St
Waconia, MN 55387
joditheis@pawsinnpe.com, phone: 612-532-4982

Date: April 23, 2025

Shane Fineran
City Administrator
City of Waconia
201 South Vine Street
Waconia, MN 55387

Re: Request for Consideration of Signage in Public Parking Lot Adjacent to Paws Inn Pet Essentials

Dear Mr. Fineran,

Thank you again for taking the time to speak with me regarding the parking situation adjacent to Paws Inn Pet Essentials. I appreciate the opportunity to provide a formal explanation for the signage we placed and to work collaboratively toward a solution that supports all businesses utilizing the shared public lot.

While I fully acknowledge that the lot is public and not designated for private use, I respectfully request consideration from the City Council regarding our need for temporary signage during business hours for the following reasons:

Our neighboring tenant, Waconia Dance Company, operates a very busy class schedule in the late afternoon and evening hours. Beginning around 4:00–4:30 PM and continuing past 7:00 PM, we have consistently observed that the lot fills rapidly with dance parents either waiting in vehicles or gathering inside the dance studio. This significantly limits parking availability for our customers, especially those visiting during peak hours after work.

Many of our clients are stopping in to purchase large, heavy items such as 25–40 lb bags of pet food or 20 lb containers of litter. When parking is unavailable, they are forced to park across the street, making it difficult to carry these items, particularly for elderly customers or those with mobility concerns. Several have told us they avoid stopping in during that timeframe if they can't find convenient parking.

We attempted to resolve this directly with Waconia Dance Company by asking them to kindly request that parents refrain from using the three front spaces directly outside our storefront during our business hours. Unfortunately, this informal request did not result in any change.

As a temporary solution, we placed signage indicating that three spaces directly in front of our store are “Paws Inn Parking During Business Hours.” These signs were not intended to assert ownership over public space, but rather to help ensure short-term, convenient access for customers needing to carry heavy purchases.

Our goal is to find a solution that maintains public access while supporting the needs of local businesses sharing this lot. I am happy to work with the City on finding a signage compromise—perhaps temporary loading zones during peak business hours or time-restricted signage that encourages parking turnover.

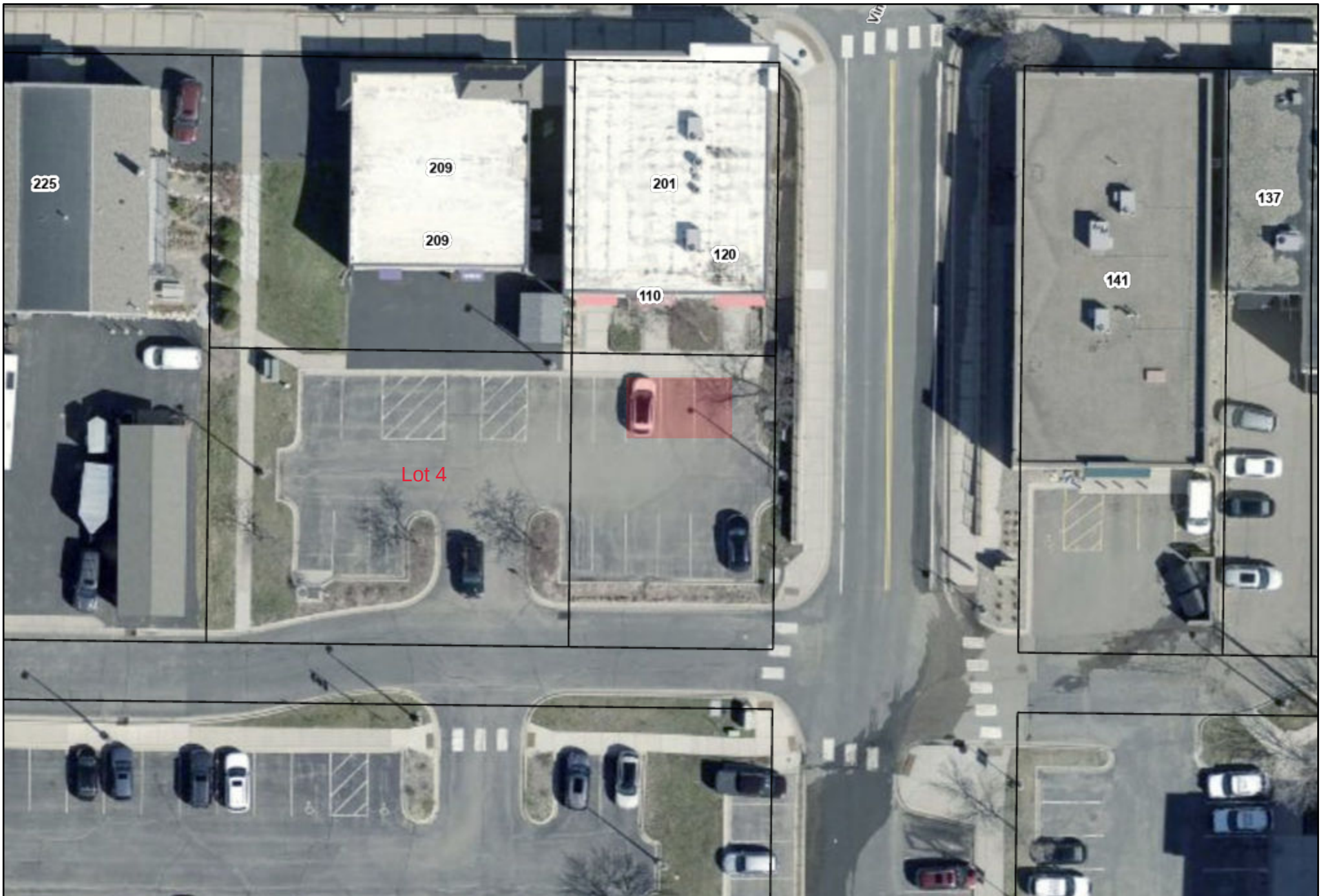
Thank you for your understanding and for allowing me to share this perspective. I look forward to speaking further at the upcoming City Council meeting and hope we can find a fair and workable solution for everyone involved.

Warm regards,

Jodi Theis

Owner, Paws Inn Pet Essentials





**CITY OF WACONIA
RESOLUTION NO. 2025-134**

**RESOLUTION AFFIRMING CITY COUNCIL DIRECTION ON
CURBLINE DESIGN FOR 100 BLOCK OF 1ST STREET WEST**

WHEREAS, the City is undertaking complete reconstruction of area streets in 2025 known as Phase 3 Downtown Reconstruction; and

WHEREAS, on February 18th, 2025, the City Council approved plans and specifications for the project and authorized their public bid via resolution #2025-074; and

WHEREAS, as part of the review and approval of the plans the City Council considered curbline adjustments on the 100 block of 1st Street West and specifically an area located adjacent to 101 1st Street W; and

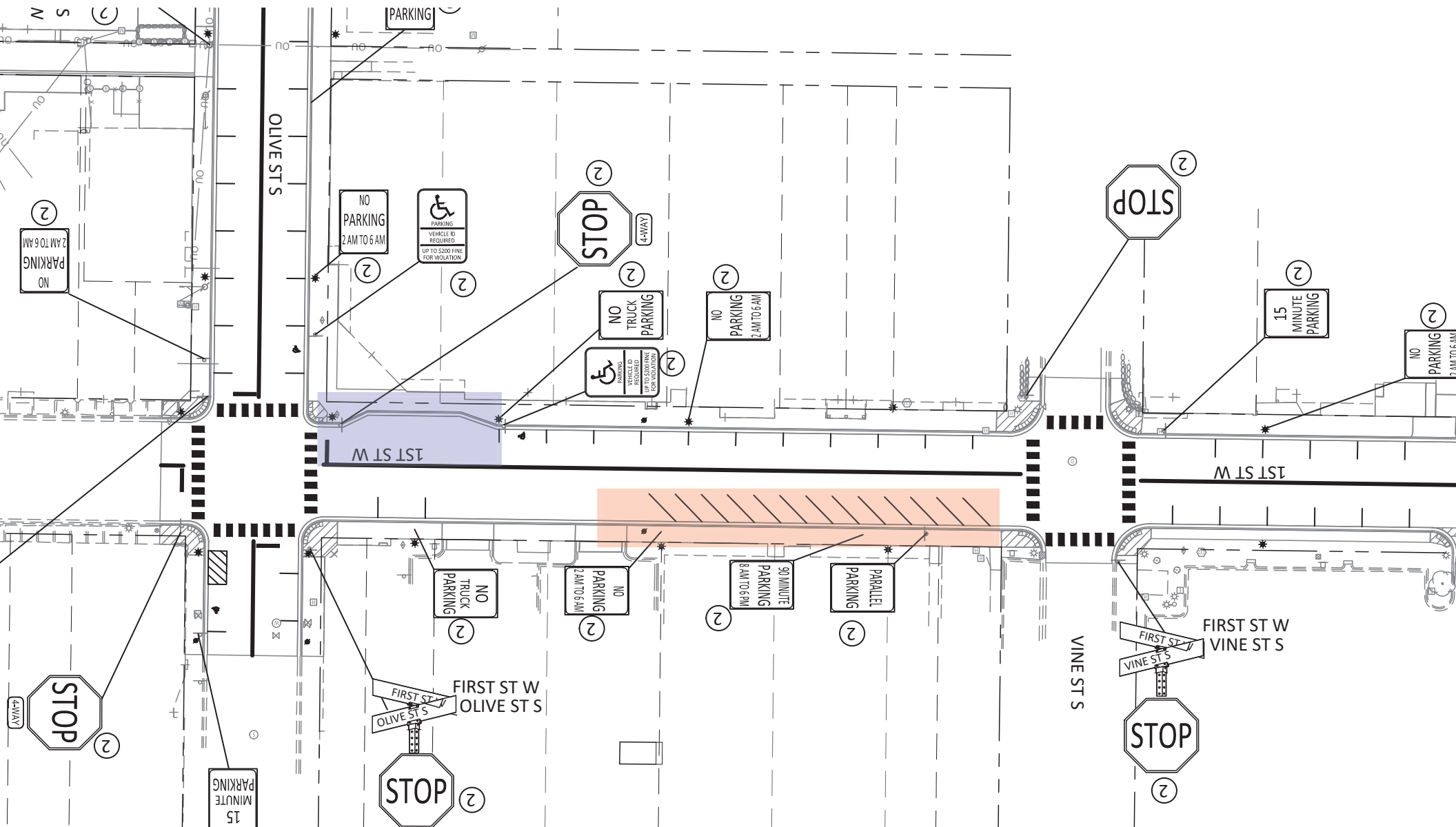
WHEREAS, the direction of the majority of the City Council was to leave the curbline design as is, which provides a drop off area adjacent to the this address; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby affirms the majority direction of the City Council and the approval of the plans and specifications for the project.

Adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025
Item Name:	8.2. Approve Updated Waconia Works Loan for The Short Cut Salon, Inc.
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action: Resolution No. 2024-190 - Resolution Approving Waconia Works Loan for the Short Cut Salon, Inc. - Approved September 3, 2024	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-135 Approving Updated Waconia Works Loan for The Short Cut Salon, Inc.	
EXPLANATION OF AGENDA ITEM: The City Council approved a Waconia Works Loan for the Short Cut Salon, Inc. on September 3, 2024, for a total of \$20,000. At the time, the business was in need of roof replacement for their facility located at 132 West Main Street in downtown Waconia. This work has since been finalized. City staff received another application to enhance the Waconia Works Loan that was finalized by the owners Nancy Wilson and Pamela Hucky on October 2, 2024. They recently had both the lower and upper furnaces in their building fail. The total expenditure for equipment replacement and installation of these units is \$21,162. As of May 1, 2025, the total principal balance due on the loan that closed on October 2, 2024, was \$17,768.31. Staff are requesting to modify this loan agreement and re-amortize the schedule with the new application request received by the borrowers. This would make the total new loan of \$38,930.31. The new loan amount would be amortized over a 5-year period with a 2.0% interest rate. Staff plan to close on the new loan in May and continue on with payments effective June 1, 2025. The current monthly payment is \$350.56. The new monthly payment would be approximately \$682.36. The owners of The Short Cut Salon have a great payment history and always make the application process easy for City staff. They are set up for auto payment and are quick to respond to questions and concerns. They have owned and operated in downtown Waconia for 36 years! With the City Council's approval of this loan request, staff will work with the borrowers to get documents signed and notarized.	
ATTACHMENTS: 1. Resolution No. 2025-135 Approving Waconia Works Loan for Short Cut Salon	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:

Funding Sources & Uses: Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	Planning Commission: Park Board: Personnel Committee: Other:
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**CITY OF WACONIA
RESOLUTION 2025-135**

**RESOLUTION APPROVING UPDATED WACONIA WORKS LOAN
FOR THE SHORT CUT SALON, INC.**

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

WHEREAS, the City approved a request for a Waconia Works Loan for The Short Cut Salon, Inc. totaling \$20,000 on September 3, 2024, via Resolution 2024-190 and City staff closed on the loan on October 2, 2024; and

WHEREAS, the owners, Nancy Wilson and Pamela Hucky have since been making monthly payments on the loan and owe a total principal balance of \$17,768.31 as of May 1, 2025; and

WHEREAS, the City has received a second Waconia Works Loan application due to additional maintenance needs; this includes the failure of the furnace system in the facility located at 132 West Main Street; and

WHEREAS, the total cost for replacement of the furnace system is \$21,162; and

WHEREAS, the borrowers have requested combining the two loans for a new total principal balance of \$38,930.31; and

WHEREAS, the borrowers plan to close in May 2025 and continue payments on the loan on June 1, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia approves the updated loan amount of \$38,930.31 for The Short Cut Salon, Inc. and directs staff to execute updated loan documents.

Adopted by the Waconia City Council this 5th day of May 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025		
Item Name:	8.3. Approve Waconia Works Loan for The Basement - 44 West Main Street		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	None		
Item Type:	Regular Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-136 Approving Waconia Works Loan for The Basement Located at 44 West Main Street			
EXPLANATION OF AGENDA ITEM: City staff have received an application for the Waconia Works Loan program from The Basement. The Basement is a new business that will be located in the lower level of 44 West Main Street. The Basement will feature 12-15 full-sized arcade games and a party/seating area. This venue will be available for rental by customers for children's birthday parties or other special events. It will mainly be available on weekends and some select evenings during the week. Online booking and payment will be offered to provide ease in reserving the space for special events. The owners, Greg Swanson and Jana Skrtic have requested a five-year loan totaling \$50,000 for equipment acquisition and some tenant space build-out. The total project costs for the start-up are estimated to be around \$110,000 and the owners plan to make a cash contribution to the project of \$60,000. The owners have provided the application along with supporting documents requested under the program. With the City Council's approval, staff will work to get documents drawn up and signed by the borrowers. Under the program, the borrowers will be required to sign a promissory note, loan agreement, and automatic payment agreement. The total amount requested will be amortized over a five-year period with a 2.0% interest rate. Monthly payments under this program are requested to be paid to the City with electronic funds and are expected to start on July 1, 2025. The total estimated monthly payment will be \$876.39.			
ATTACHMENTS: 1. Resolution No. 2025-136 Approving Waconia Works Loan for The Basement at 44 West Main Street			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
_____ Budgeted		Personnel Committee:	
_____ Non-Budgeted			

<u> </u> Amendment Required	Other:
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**CITY OF WACONIA
RESOLUTION 2025-136**

**RESOLUTION APPROVING WACONIA WORKS LOAN
FOR THE BASEMENT LOCATED AT 44 WEST MAIN STREET**

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

WHEREAS, the City has received a Waconia Works Loan application from Greg Swanson and Jana Skrtic, the owners of a new business known as The Basement; and

WHEREAS, proposed project expenses include equipment acquisition and tenant finish build-out for the space located on Main Street; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia approves the 5-year, \$50,000 Waconia Works Loan for The Basement Located in the lower level of 44 West Main Street.

Adopted by the Waconia City Council this 5th day of May 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	May 5, 2025												
Item Name:	8.4. CSAH 10 / Waconia Parkway North Roundabout CIP Project No. 129-C												
Originating Dept:	Public Services												
Presented By:	Jon Haukaas												
Previous Council Action:	Adopt Resolution No. 2024-246 Approving Plans for the Waconia Parkway North & CSAH 10 Roundabout Improvement Project and Ordering Advertisement for Bids												
Item Type:	Regular Session												
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-137 Authorizing the Award of Construction Contract for the CSAH 10 / Waconia Parkway North Roundabout Project													
EXPLANATION OF AGENDA ITEM: The City of Waconia and Carver County initiated work on an extensive intersection traffic study and City intersections within the Waconia Parkway South corridor in early 2019. A final report for these critical transportation corridors was completed and presented to the respective government agencies in November 2019. At the time, the Waconia Council desired a roundabout intersection improvement at Hwy 10 and Waconia Parkway North. Several roundabout alternatives were reviewed guided upon meeting the long-term needs of the County and City. In June 2020, the County and City submitted a funding application request for Highway Safety Improvement Project (HSIP) dollars to assist in construction of the roundabout. The grant request was successful, and now the project has advanced through the design and bidding process to prepare for construction in the summer of 2025. Bids were received for the above-referenced project on April 25, 2025. Five bids were received and are tabulated below. The low bid was submitted by Minger Construction Companies, Inc. from Jordan, MN. <table><tr><th>Contractor</th><th>Total Bid</th></tr><tr><td>Minger Construction Companies, Inc.</td><td>\$2,670,410.18</td></tr><tr><td>S.M. Hentges & Sons, Inc.</td><td>\$2,828,000.00</td></tr><tr><td>Park Construction Company</td><td>\$2,877,303.54</td></tr><tr><td>Valley Paving, Inc.</td><td>\$2,884,972.24</td></tr><tr><td>Bituminous Roadways, Inc.</td><td>\$3,099,012.00</td></tr></table> Evaluation of the bids indicates the bidding process was very competitive. The low bid submitted was 16% below the engineer's estimated amount of \$3,190,000 and 14% below the high bid of \$3,099,012. Minger Construction has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of		Contractor	Total Bid	Minger Construction Companies, Inc.	\$2,670,410.18	S.M. Hentges & Sons, Inc.	\$2,828,000.00	Park Construction Company	\$2,877,303.54	Valley Paving, Inc.	\$2,884,972.24	Bituminous Roadways, Inc.	\$3,099,012.00
Contractor	Total Bid												
Minger Construction Companies, Inc.	\$2,670,410.18												
S.M. Hentges & Sons, Inc.	\$2,828,000.00												
Park Construction Company	\$2,877,303.54												
Valley Paving, Inc.	\$2,884,972.24												
Bituminous Roadways, Inc.	\$3,099,012.00												

\$2,670,410.18 to Minger Construction Companies, Inc. This is a joint project with Carver County. As such, it is necessary to award this project contingent on Carver County also awarding the project.

ATTACHMENTS:

1. Resolution No. 2025-137 Award Construction Contract for CSAH10/Waconia Parkway North Roundabout
2. 2025-04-28 CSAH 10 Roundabout Award

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

**CITY OF WACONIA
RESOLUTION NO. 2025-137**

**RESOLUTION AUTHORIZING AWARD OF CONSTRUCTION CONTRACT
FOR THE CSAH10/WACONIA PARKWAY NORTH ROUNDABOUT PROJECT TO
MINGER CONSTRUCTION COMPANIES IN THE AMOUNT OF \$2,670,410.18**

WHEREAS, the City Council authorized on November 18, 2024, the public bid for the CSAH 10/Waconia Parkway North Roundabout project; and

WHEREAS, bids were received virtually on April 25, 2025, at 10:00 a.m.; and

WHEREAS, the project is being constructed under a Joint Powers Agreement with Carver County which will require a concurrent award approval process; and

WHEREAS, Staff and City Engineer recommend the award of the CSAH 10/Waconia Parkway North Roundabout Project to Minger Construction Companies, Inc. who have successfully completed projects of this scale and scope.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes award of Construction Contract for the CSAH 10/Waconia Parkway North Roundabout Project. in the amount of \$2,670,410.18 to Minger Construction Companies, Inc. contingent on Carver County concurrent award.

Adopted by the City Council of the City of Waconia this 5th day of May 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



April 28, 2025

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

Re: CSAH 10 / Waconia Parkway North Roundabout Award

Honorable Mayor and City Council Members:

Bids were received for the above referenced project on April 25, 2025. Five bids were received and are tabulated below. The low bid was submitted by Minger Construction Companies, Inc. from Jordan, MN.

CONTRACTOR	TOTAL BID
Minger Construction Companies, Inc.	\$2,670,410.18
S.M. Hentges & Sons, Inc.	\$2,828,000.00
Park Construction Company	\$2,877,303.54
Valley Paving, Inc.	\$2,884,972.24
Bituminous Roadways, Inc.	\$3,099,012.00

Evaluation of the bids indicates the bidding process was very competitive. The low bid submitted was 16% below the engineer's estimated amount of \$3,190,000 and 14% below the high bid of \$3,099,012. Minger Construction has successfully completed projects of this type in the past and thereby have shown themselves to be a responsible contractor. Based on the items above, we recommend the City award a contract in the amount of \$2,670,410.18 to Minger Construction Companies, Inc. This is a joint project with Carver County. As such, it is recommended to award this project contingent on Carver County also awarding the project. I am open to discuss this information with you and answer any questions you or the City Council may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

cc: Darin Mielke, Carver County
Jordan Van Oort, Carver County
Josh Eckstein, Bolton & Menk



**BOLTON
& MENK**

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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

April 1, 2025

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

Re: Wildcat Way Reconstruction

Dear Mr. Haukaas,

Pursuant to your request, we have evaluated adding parallel parking on Wildcat Way to accommodate visitors attending events and games at Lion's Field and in Brook Peterson Park. Attached is a figure showing the addition of parallel parking along the east side of the roadway to the north of the baseball field parking lot entrance.

The proposed parallel parking will add approximately 11 stalls, improving the current parking situation during events. To accommodate these additional stalls, it would be necessary to widen the street 5.5 feet, relocate one street light, and reconstruct/relocate the adjacent trail. The total estimated project cost increase for these modifications is \$52,000. Parking is an eligible Municipal State Aid (MSA) expense and therefore could be paid utilizing the City's MSA funds.

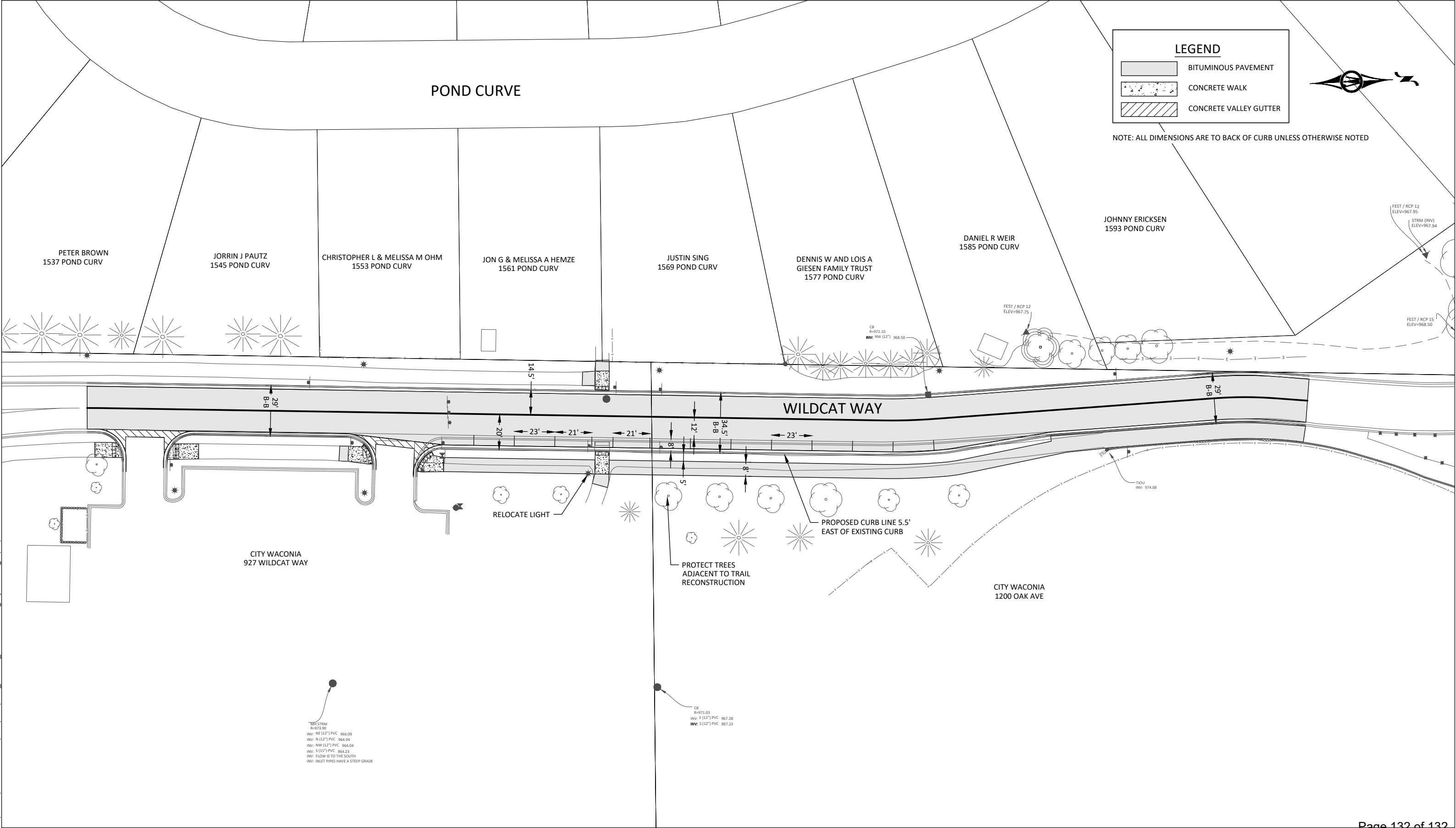
Please confirm you would like this parking implemented into the final design of the Wildcat Way Reconstruction project. Final design work has been initiated with an initial State Aid plan review submittal tentatively scheduled to occur in early May.

I look forward to discussing this project further and addressing any questions or concerns you may have.

Respectfully Submitted,
BOLTON & MENK, INC.

Jake Saulsbury, P.E.

Cc: Colton Lee, Bolton & Menk



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