

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, October 6, 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@waconiamn.gov to make certain that you are called upon during the meeting.

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS**
- 4. ADOPT AGENDA**
- 5. PUBLIC HEARING**
- 6. OPEN FORUM**
- 7. COMMUNITY INTEREST PRESENTATIONS**
- 8. ADOPT CONSENT AGENDA**

The items listed on the Consent Agenda are considered routine and non-controversial by

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

- 1) Approve the September 15, 2025, City Council Minutes
- 2) Approve October 6, 2025 Expenditures
- 3) **Downtown Reconstruction Phase 3 Pay Request No. 5 to GMH Asphalt Corporation**
Motion to approve Downtown Reconstruction Phase 3 Pay Request No. 5 to GMH Asphalt Corporation
- 4) **Wildcat Way Reconstruction Project Pay Request No. 1 to GMH Asphalt Corporation**
Motion to approve Wildcat Way Reconstruction Project Pay Request No. 1 to GMH Asphalt Corporation
- 5) **Water Treatment Facility Piping Modifications to Municipal Builders Pay Request #10**
Motion to Approve Pay Request #10 to Municipal Builders, Inc. for the Water Treatment Facility Piping Modifications
- 6) **Sterling Hills Storm Sewer Extension Project Pay Request No. 1 - Final to Minger Construction Companies, Inc.**
Motion to Approve Sterling Hills Storm Sewer Extension Project Pay Request No. 1 - Final to Minger Construction Companies, Inc.
- 7) **Test Well Drilling Contract Extension**
Adopt Resolution No. 2025-228 Authorizing Extension of Contract for Test Well Drilling
- 8) **Approve Amended 2025-2026 Winter Maintenance Policy**
Adopt Resolution No. 2025-229 Approve and Accept Amended Winter Maintenance Policy For 2025-2026
- 9) **Approve Contract for Repair of Brook Peterson Park Fields 5-8**
Adopt Resolution No. 2025-230 Authorizing a contract for field repairs at Brook Peterson Park Fields 5-8.
- 10) **Material Testing Proposal with AET in Support of the Water Treatment Plant No. 4 Project**
Adopt Resolution No. 2025-231 Authorizing Acceptance for Geotechnical Services in Support of the Water Treatment Plant No. 4 Project.
- 11) **Approve Execution of Joint Powers Agreement with Carver County for Little Avenue (future CSAH 92) Reconstruction South of Highway 10**
Adopt Resolution No. 2025-232 Executing Joint Powers Agreement with Carver County for Little Avenue Reconstruction
- 12) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**

Adopt Resolution No. 2025-233 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association

13) Sale or Disposal of Surplus Equipment

Adopt Resolution No. 2025-234 Approving Surplus Equipment and Sale

14) Request for Carver County Board to Support Regional Solicitation Application

Adopt Resolution No. 2025-235 Requesting Carver County Support Application for Regional Solicitation Funds for CSAH 10 Trail

15) Accepting Cash Donation for Holiday Lighting

Adopt Resolution No. 2025-236 Accepting Cash Donation for Holiday Lighting

16) Special Event Permit - Paws Inn Pet Parade

Adopt Resolution No. 2025-237 Approving Special Event Permit Paws Inn Pet Parade

17) Exempt Permit for Waconia Dandy Lions

Adopt Resolution No. 2025-238 Approving Exempt Permit for the Waconia Dandy Lions

9. COUNCIL BUSINESS

1) Comprehensive Plan Amendment - PID #755750440

Adopt Resolution No. 2025-239 denying the Comprehensive Plan Amendment to re-guide portions of PID #755750440 as L, Low Density Residential versus the current guidance of W/O, Wetland/Open Space.

OR

Adopt Resolution No. 2025-240 approving the Comprehensive Plan Amendment to re-guide portions of PID #755750440 as L, Low Density Residential versus the current guidance of W/O, Wetland/Open Space.

2) Approve 801 Highway 284 and Hospital Purchase Option

Adopt Resolution No. 2025-241 Approving Agreement Regarding Hospital Purchase Option

10. ITEMS REMOVED FROM CONSENT AGENDA

11. REPORTS/EMERGING ISSUES

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

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: 2026 ELECTION ITEMS & STRUCTURE



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2025	
Item Name: 8.1. Approve the September 15, 2025, City Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the September 15, 2025, City Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the September 15, 2025, City Council Minutes	
ATTACHMENTS: 1. September 15, 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
SEPTEMBER 15, 2025**

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the City of Waconia September 15, 2025, Council Meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Litfin led all in the Pledge of Allegiance.

3. PROCLAMATIONS

None

4. ADOPT AGENDA

Motion to Adopt the Agenda as Published made by Council Member Coleman seconded by Council Member Grengs
MOTION CARRIED.

5. PUBLIC HEARING

PUBLIC HEARING - 2026 Downtown Reconstruction Phase 4

Motion to Open the Public Hearing made by Council Member Gleason, seconded by Council Member Coleman
MOTION CARRIED.

Jake Saulsbury, City Engineer, stated the downtown street reconstruction project began in 2020 and the project was broken down into four phases. Phase 3 is close to completion, so Staff is moving into phase 4.

Proposed street improvements include:

- 1st Street from Olive Street to Elm Street will be 51.5 feet wide, 9-foot sidewalk on both sides, 60-degree angled parking on the north side, and parallel parking on the south side.
- 1st Street from Elm Street to Pine Street will be 51.5 feet wide, with an 8-foot sidewalk on the north side, a 7.5-foot sidewalk on the south side, 60-degree angled parking on the north side, and parallel parking on the south side.
- 1st Street from Pine Street to Spruce Street will be 48 feet wide, with a 6-foot sidewalk on both sides, with a 5-foot boulevard on both sides, and parallel parking on both sides.

- Elm Street from 1st Street to 2nd Street will be 48 feet wide, with a 9-foot sidewalk on both sides, parallel parking on both sides, and adding a 4-way stop at the 2nd Street Intersection to be evaluated.
- 2nd Street from Elm Street to Pine Street will be 42 feet wide, with an 8-foot sidewalk on the north side, a 6-foot sidewalk on the south side, a 5-foot boulevard on the south side, parallel parking on both sides, and a 4-way stop at Elm Street Intersection to be evaluated.
- The proposed off-street parking improvements have an estimated project cost of \$308,050 and include the option to partner with property owners for off-street parking, up to 35 parking stalls in a paved lot, and agreements with the property owners for reserved parking stalls for tenants.
- The proposed sidewalk improvements have an estimated project cost of \$572,410.
- The proposed storm sewer improvements have an estimated project cost of \$4,306,750 and include the reconstruction and expansion of the storm sewer system with a 10.1% reduction of impervious area.
- The proposed street and park lighting cost is included in the street/storm project cost with the lighting style and layout to match previous phases, City park lighting to be upgraded, and three banner pole locations proposed along 1st Street.
- The proposed sanitary sewer improvements have an estimated project cost of \$451,450 with the replacement of utility holes, replacement of 8-inch sanitary sewer and replacement of all services to the building or right-of-way line.
- The proposed water system improvements have an estimated project cost of \$1,239,670 with the replacement of hydrants and gate valves, and the replacement of all services to the building or right-of-way lines.
- The proposed irrigation system improvement costs are included with the water system improvements with the installation of a 1-inch irrigation main behind the curb for planter irrigation.

Mr. Saulsbury reviewed the City's assessment policy, which has remained unchanged since 2005. Under this policy, 50% of project costs for standard residential street and storm sewer improvements are assessed on a front-footage basis, while 50% of sanitary sewer and watermain costs are assessed on a per-unit basis. Within the project area, there are 34 properties, with assessments proposed for 32, as two are City-owned. The estimated reconstruction costs are as follows:

- Street/Storm Sewer: \$287.95 per foot
- Sanitary Sewer: \$5,770 per unit
- Watermain: \$10,180 per unit

Tom Konrardy, 130 Stacy Circle. Speaking on behalf of St. Joseph Church, requested details regarding the light poles and clarification of the number of units identified in the presentation. Mr. Saulsbury responded that, there is one watermain, as reflected in

the preliminary assessment spreadsheet provided.

Steve Yetzer, 332 West Fourth Street, inquired about the change in light pole locations from Phase One and Phase Two of the street reconstruction, noting that the poles are not being staggered. Mr. Saulsbury stated that the goal is to install five poles per block, which generally aligns with previous phases, and added that locations may vary due to the poles being installed behind the sidewalks.

Gregg Malsbary, 17 East 2nd Street, expressed concern that the new light fixtures would shine directly into his home. Mr. Saulsbury explained that the light poles are equipped with a downcast feature, directing light downward rather than outward.

Mr. Konrardy stated that St. Joseph Church may have concerns regarding the displays on the banner poles located near the church. Mayor Litfin noted he had previously discussed the matter with Father Mader and Deacon Bruce, and that the Church is requesting the banner pole not be placed at that location.

Mr. Saulsbury reminded residents to visit the project website, accessible through the City's main page at www.waconiamn.gov, which includes a feature to request project updates. He also noted the direct link: www.waconiamn.gov/downtown.

Motion to Close the Public Hearing made by Council Member Grengs, seconded by Council Member Siddons
MOTION CARRIED.

6. OPEN FORUM

None.

7. COMMUNITY INTEREST PRESENTATIONS

Waconia High School Homecoming — Student Council Leaders

Elle Baggenstoss, Student Council Vice-President
Reidun Trostad, Student Council Secretary
Clara Kuerschner, Student Council Advisor

Waconia Home Coming Week is scheduled for September 22nd through September 26th.

- **Saturday** – Homecoming Dance
- **Monday** – PJ/Comfy Day
- **Tuesday** – Monochrome Day

- **Wednesday** – Students wear pink
- **Thursday** – “Anything But a Backpack” Day. A new activity, **Bingo**, will also be introduced. If successful, organizers hope to open Bingo to the public next year.
- **Friday** – Waconia Spirit Day and pepfest. The Homecoming royalty court will be crowned just before the football game, with kickoff at 7:00 p.m. against Burnsville. The annual Homecoming Parade is also scheduled, with a student request for the closure of Community Drive from 5:00 to 6:00 p.m

Shane Fineran noted that on tonight's consent agenda, Item 8.10, the Council will consider Resolution No.2025-244, Approving a Special Event Permit to the Waconia High School Homecoming Parade. This is a City-supported event, and staff will provide barricades for the road closure.

8. ADOPT CONSENT AGENDA

- 1) **City Council Minutes September 2, 2025**
- 2) **Approve September 15, 2025 Expenditures**
- 3) **Safari Island Community Center Expenditures from Sports Facilities Companies Incurred August 2025**
- 4) **Ice Arena Expenditures from Sports Facilities Companies Incurred August 2025**
- 5) **CSAH 10 & Waconia Parkway North Improvements to Minger Construction Pay Request #3**
- 6) **Water Treatment Facility Piping Modifications to Municipal Builders Pay Request #9**
- 7) **Weight Room Flooring Replacement Project - Safari Island Community Center**
- 8) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**
- 9) **Approve One Year Contract Extension with Northland Lining for Sewer Lateral Lining**
- 10) **Approve Contract for L52 Lift Station Exterior Improvements**
- 11) **Approve Final Purchase Price and Contract for Deed for the purchase of property for Water Treatment Plant No. 4.**
- 12) **Lodging Tax Fund Request - Waconia Convention & Visitors Bureau (CVB)**
- 13) **Memorandum of Understanding Outlining Payment Plan with Independent School District #110 and Safari Island Community Center**
- 14) **2025 Downtown Phase 3 Reconstruction Final Costs, Preparing Proposed Assessment, and Calling Public Hearing**
- 15) **Calling Public Hearing - Certification for Payment with Taxes - Payable 2026**
- 16) **Special Event Permit - Waconia Homecoming Parade**

17) Application for Exempt Gambling Permit for Carver County Pheasants Forever

Mayor Litfin requested to have consent agenda item 8.13 *Memorandum of Understanding Outlining Payment Plan with Independent School District #110 and Safari Island Community Center* be removed from the consent agenda.

Motion to adopt the consent agenda removing Item 8.13 was made by Council member Coleman, seconded by Council Member Grengs
MOTION CARRIED.

9. COUNCIL BUSINESS

1) 2026 Budget & Preliminary Levy

Nicole Meyer, Finance Director, reported that staff has prepared the preliminary 2026 budgets for all departments within the General Fund. She noted that the City is required to set a preliminary levy by September 30 each year. Once adopted, the levy may be reduced but cannot be increased. A full review of the General Fund will occur in November, with final budget approval scheduled for December 15, 2025. A public hearing on the levy is scheduled for the December 1, 2025, Council Meeting, providing residents and property owners the opportunity to ask questions.

Meyer stated that staff has reviewed property market value and tax capacity information provided by the Carver County Assessor. Overall taxable market value is increasing by approximately \$174 million, or 6.9%, with tax capacity increasing by \$1.9 million, or 7.61%, from 2025. Carver County further reported that the average single-family home in Waconia will experience an estimated 4.6% increase in market value for 2026.

For the preliminary levy, staff recommends a 12.8% increase in the general property tax levy, which supports City operations. This would maintain the General Fund balance at approximately 41%. The special debt levy is projected to decrease by 5% from 2025. Overall, the net levy to taxpayers is estimated to increase by 7.62% in 2026.

The preliminary levy tax rate would rise slightly, from 48.173% to 48.180%. With this rate, the average-valued home would see a property value increase of about 4% and an estimated 5% increase in the property tax bill—approximately \$8.61 more per month.

Mayor Litfin stated he would like to see the fund balance decrease to 40% to lower property taxes.

Motion to adopt Resolution No. 2025-226 adopting the 2026 preliminary levy made by Council Member Siddons, seconded by Council Member Gleason
MOTION CARRIED.

2) Ordering Improvements for the 2026 Downtown Phase 4 Reconstruction Project

Jon Haukaas, Public Services Director, stated this agenda item is the Resolution ordering the Improvement and Preparation of Plans to move forward on Phase 4. Based on what the Council has reviewed regarding the Feasibility Study, this is the next step which is required before the final design of the project.

Motion to Adopt Resolution No. 2025-227 Ordering the Improvements and Preparation of Plans made by Council Member Grengs, Seconded by Council Member Coleman

MOTION CARRIED.

10. ITEMS REMOVED FROM CONSENT AGENDA

Mayor Litfin removed from the consent agenda Item 8.13 *Memorandum of Understanding Outlining Payment Plan with Independent School District #110 and Safari Island Community* for explanation and clarification.

Staff reported that they have been working with ISD #110 on an HVAC project at Safari Island. The project falls under the existing Shared Use Agreement between the City and the School District, and the memorandum outlines how the HVAC improvements align with that agreement. Final project costs will be presented to the Council for approval upon completion.

Motion to adopt Resolution No. 2025-220 Approving Memorandum of Understanding Outlining Payment Plan with Independent School District #110 for HVAC Project at Safari Island Community Center made by Council Member Siddons, seconded by Council Member Gleason

MOTION CARRIED.

11. REPORTS/EMERGING ISSUES

1) Staff Reports

Jon Haukaas provided the Council with an update on several ongoing projects. He noted that significant work was completed on Olive Street in preparation for Nickle Dickle Day, with remaining efforts focused on alley improvements and landscaping. Haukaas reported that the Waconia Parkway North and Highway 10 Roundabout opened at approximately 9:00 p.m. on Friday evening, earlier than expected, as pavement markings cured more quickly due to favorable weather conditions. The pavement sealing project, originally scheduled to begin on September 17, has been delayed until September 23 due to equipment issues. On Main Street, from Birch Street to Vista Boulevard, and along Waconia Parkway North, existing fog lines will be removed by water blasting. In the fall, when re-striping is completed, lane widths will be reduced as a traffic-calming measure to decrease vehicle speeds and improve safety.

Dan Montague, General Manager of Safari Island, the Waconia Ice Arena and the

Senior Center. Mr. Montague provided the Council with construction and program updates.

A new sauna, constructed on the pool deck next to the hot tub, opened on August 22. A grand re-opening and ribbon cutting ceremony is scheduled for November 8 from 11:00 a.m. to 2:00 p.m. at Safari Island. Montague highlighted new fitness offerings, including Stay Active and Independent for Life (SAIL), line dancing, and Shine Dance Fitness, as well as new aquatics programs featuring adapted swimming lessons. On October 4th, from 1 p.m. to 3 p.m. there is a Taylor Swift Skate where participants can dance and skate to Taylor Swift hits with a live DJ. On October 13th at 5:00 p.m. there is an after-hours event at the senior center including dinner and a show featuring the Wild Rose Cloggers.

Jackie Schulze announced that the Fire Department Open House is scheduled for Saturday, October 4, 2025, at the Fire Station, running from 12:00 p.m. to 4:00 p.m. Activities will include a bounce house, fire truck rides, hot dogs and hamburgers, as well as CPR and First Aid training.

2) Councilmember Siddons

Nothing to report

3) Councilmember Coleman

Nothing to report.

4) Councilmember Gleason

Attended the CIP meeting on September 15th with Council Member Grengs. Staff provided great information with more to come.

5) Councilmember Grengs

Attended the CIP meeting on September 15th with more information coming.

6) Mayor Litfin

Mayor Litfin – Recent Meetings and Activities

- **09-03-25:** Met with Carver County Parks Director Marty Walch to discuss dog parks and trails. The Mayor continues to work with the County on a trail connection from Sterling Hills Addition to the new trailhead at the Dakota Rail Trail. Mr. Walch will submit a grant request to the County Board for this project. The Council will need to pass and submit a Resolution in support of the grant.
- **09-08-25:** Met with representatives of the Eva Sophie project, who are currently seeking property in Waconia for their project.

- **09-10-25:** Attended the Celebration of Philanthropy dinner in Chaska.
- **09-11-25:** Held the first Mayor Youth Advisory Council meeting with a group of 10 students.
- **09-12-25:** Attended the Southwest Transportation Coalition Commission meeting in Waconia. Updates include:
 - The Highway 5 and County Road 11 roundabout will not be constructed this fall; construction is expected in spring 2026.
 - The Highway 212 bridge project remains on schedule for completion in fall 2026.
 - Rolling Acres Road construction between Highway 5 and Highway 7 is rescheduled for 2029.
 - Redevelopment of Highway 5 from the Arboretum west to Victoria is moving forward, with bids to be awarded in November.
- **09-13-25:** Participated in Nickle Dickle Day; congratulations to all involved for a successful event.
- **09-19-25:** Attended the groundbreaking ceremony for a major expansion at the Lakeview Clinic Waconia campus.

12. ANNOUNCEMENTS

13. ADJOURN REGULAR MEETING

Motion to adjourn the September 15, 2025, Waconia City Council Meeting at 7:50 p.m. made by Council Member Coleman, seconded by Council Member Grengs
MOTION CARRIED.

WORK SESSION: 2026 SAFARI ISLAND & ICE ARENA BUDGET, WINTER MAINTENANCE POLICY UPDATES

Tim Litfin, Mayor

ATTEST: _____
 Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2025	
Item Name: 8.2. Approve October 6, 2025 Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve October 6, 2025, Expenditures	
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursements registers for the City of Waconia as of October 6, 2025. Payments are made to vendors via check, electronic 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:	October 6, 2025		
Item Name:	8.3. Downtown Reconstruction Phase 3 Pay Request No. 5 to GMH Asphalt Corporation		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	Resolution No. 2025-100 Accepting Bids and Awarding Contract for the 2025 Downtown Reconstruction Phase 3 Project		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Downtown Reconstruction Phase 3 Pay Request No. 5 to GMH Asphalt Corporation EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the Waconia Downtown Reconstruction Phase 3 Project and recommends payment of \$641,054.10 based on the engineering request for payment. This payment represents approximately 87% of the total approved contract for the project. ATTACHMENTS: 1. Bolton & Menk Pay Request			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: PIR, Water, Sewer, Storm Water Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		Planning Commission:	
		Park Board:	
		Personnel Committee:	
		Other:	



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

October 1, 2025

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

**RE: Waconia Downtown Reconstruction – Phase 3
Pay Request No. 5**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 5 for work completed through 9/26/2025 on the above referenced project. The work completed includes payment for removals, storm sewer, aggregate base, curb, bituminous pavement, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$641,054.10** to GMH Asphalt Corporation. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Irrigation	Sewer	Watermain	Sidewalk
Recon	\$641,054.10	45%	39%	3%	2%	1%	10%
TOTAL	\$641,054.10						

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST

DOWNTOWN RECONSTRUCTION, PHASE 3

**BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 0C1.133737

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$3,776,341.66
TOTAL, COMPLETED WORK TO DATE	\$3,264,152.03
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$3,264,152.03
RETAINED PERCENTAGE (5.0%)	\$163,207.60
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$3,100,944.43
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$2,459,890.33
PAY CONTRACTOR AS ESTIMATE NO. 5	\$641,054.10

CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor:

GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By

Name

VP

Title

Date

10-1-25

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By

CONSULTING ENGINEER

Date

10/1/2025

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025		
Item Name:	8.4. Wildcat Way Reconstruction Project Pay Request No. 1 to GMH Asphalt Corporation		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	Resolution No. 2025-194 Authorizing Award of Construction Contract for the Wildcat Way Reconstruction CIP Project No. 131-G to GMH Asphalt Corporation in the Amount of \$593,799.42		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve Wildcat Way Reconstruction Project Pay Request No. 1 to GMH Asphalt Corporation EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the Wildcat Way Reconstruction Project and recommends payment of \$136,921 based on the engineering request for payment. This payment represents approximately 25% of the total approved contract for the project. ATTACHMENTS: 1. Bolton & Menk Memo			
FINANCIAL IMPLICATIONS: Funding Sources & Uses: PIR, Sewer, Storm Water Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____	



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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

October 1, 2025

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

**RE: Wildcat Way Reconstruction
Pay Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 9/26/2025 on the above referenced project. The work completed includes payment for removals, storm sewer, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$136,921.00** to GMH Asphalt Corporation. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm	Sewer	Watermain	Sidewalk
Recon	\$136,921.00	41%	49%	10%	0%	0%
TOTAL	\$136,921.00					

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST
WILDCAT WAY RECONSTRUCTION



**BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 24X.137190.000

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$593,799.43
TOTAL, COMPLETED WORK TO DATE	\$144,127.37
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$144,127.37
RETAINED PERCENTAGE (5.0%)	\$7,206.37
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$136,921.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$136,921.00

CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor:

GMH Asphalt Corp
9180 Laketown Road
Chaska, MN 55318

By

Name

VP

Title

Date

10-1-25

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By

, CONSULTING ENGINEER

Date 10/1/2025

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.5. Water Treatment Facility Piping Modifications to Municipal Builders Pay Request #10
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action:	Resolution No. 2024-209 Authorizing Award of Contracts for the Construction of Well #9 and Associated Water Treatment Plant 3 Piping Modifications
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Pay Request #10 to Municipal Builders, Inc. for the Water Treatment Facility Piping Modifications	
EXPLANATION OF AGENDA ITEM: Staff has reviewed the contractor pay request for the Water Treatment Facility Piping Modifications and recommends payment of \$15,985.65 based on the engineering request for payment. This payment represents approximately 97.3% of the total approved contract for the project.	
ATTACHMENTS: 1. Bolton & Menk Memo	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



**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

September 30, 2025

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

**RE: Water Treatment Facility Piping Modifications
Pay Request No. 10**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 10 for the Water Treatment Facility Piping Modifications project. The request includes payment for the exterior restoration. The remaining scope of MBIs work includes programming the VFD before wiring up the well pump after it arrives and is installed by Traut.

We have reviewed the estimate and recommend the City make payment in the amount of **\$15,985.65** to Municipal Builders, Inc. 100% of this requested payment is for work associated with the water system.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

cc: Jon Haukaas, Public Services Director
Seth Peterson, Bolton & Menk

Enclosure

TO (Engineer):
BOLTON AND MENK
7533 SUNWOOD DRIVE NW SUITE 206
RAMSEY, MN 55303

PROJECT: **WTP PIPING MODIFICATIONS**
WACONIA, MN

APPLICATION NO: **#10**
 PERIOD FROM: **9/1/2025**
 TO: **9/30/2025**

FROM (Contractor)
MUNICIPAL BUILDERS, INC.
7900 OLD VIKING BLVD. NW
NOWTHEN, MN 55303

CONTRACT FOR:
CITY OF WACONIA

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: *Cody W. [Signature]* Date: 9/29/25

CITY
 By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

PERCENT COMPLETE.....	97.3%
ORIGINAL CONTRACT SUM.....	\$ 728,156.00
Net change by Change Orders.....	\$ 0.00
CONTRACT SUM TO DATE.....	\$ 728,156.00
TOTAL COMPLETED & STORED TO DATE.....	\$ 708,363.50
(Column G on G703)	
RETAINAGE ___5%.....	\$ 35,418.18
or total in Column I on G703	
TOTAL EARNED LESS RETAINAGE.....	\$ 672,945.32
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 656,959.67
CURRENT PAYMENT DUE.....	\$ 15,985.65

My commission expires

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for)

ENGINEER

By: *John D. [Signature]* Date: 9-30-2025

This CERTIFICATE OF PAYMENT is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025		
Item Name:	8.6. Sterling Hills Storm Sewer Extension Project Pay Request No. 1 - Final to Minger Construction Companies, Inc.		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	Resolution No. 2025-196 Accepting Proposal for Storm Sewer Extension in Sterling Hills — Dated: August 18, 2025		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Sterling Hills Storm Sewer Extension Project Pay Request No. 1 - Final to Minger Construction Companies, Inc. EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the Sterling Hills Storm Sewer Extension Project and recommend payment of \$38,495.25 based on the engineering request for payment. This payment represents 100% of the total approved contract for the project and is the final payment to the contractor. ATTACHMENTS: 1. Bolten & Menk Memo Sterling Hill Storm Payment #1 - Final - Copy			
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Storm Water Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		ADVISORY BOARD RECOMMENDATIONS: Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: _____	



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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

October 1, 2025

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

**RE: Sterling Hills Storm Sewer
Pay Request No. 1 - Final**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 1 for work completed through 9/26/2025 on the above referenced project. The work completed includes payment for mobilization, traffic control, removals, storm sewer, aggregate, seeding and other miscellaneous items. This will also be the final pay request as the project is fully completed to satisfaction including turf restoration items. Retainage on the project is reduced to 0%.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$38,495.25** to Minger Construction Companies, Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Storm
Sterling Hills Storm Sewer	\$38,495.25	100%
TOTAL	\$38,495.25	

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST
STERLING HILLS STORM SEWER ADDITION



**BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. 25X.138538

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$35,112.00
TOTAL, COMPLETED WORK TO DATE	\$38,495.25
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$38,495.25
RETAINED PERCENTAGE (0.0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$38,495.25
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1 - FINAL	\$38,495.25

CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor:

Minger Construction Company, Inc.
620 Corporate Drive
Jordan, MN 55352

By

Cole Denver

Name

Title

Date 10/1/2025

Digitally signed by Cole Denver
DN: C=US, E=coled@mingerconst.com, O="Minger
Construction Co, Inc.", CN=Cole Denver
Date: 2025.10.01 06:58:40-05'00'

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By

Ryan R Johnson

, CONSULTING ENGINEER

Date

9/30/2025

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025		
Item Name:	8.7. Test Well Drilling Contract Extension		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	Resolution No. 2025-089 Authorizing Award of Contract for Test Well Drilling		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-228 Authorizing Extension of Contract for Test Well Drilling			
EXPLANATION OF AGENDA ITEM: On October 7, 2024, the City Council authorized staff to obtain quotes for test wells to determine the best locations for future wells. Proposals to complete test borings were sent to three well drillers and on March 1, 2025, the contract was awarded to Traut Companies with a total bid of \$107,000 for the four test borings. The goal was to find a combination of sites to produce a total of 2000 gallons per minute (gpm) of water yield. This would ideally be two locations yielding 1000 gpm each or higher. Traut completed these test wells in July and August of this year. Three wells were drilled on properties along County Road 10 and one well was drilled further north near the intersection of Airport Road and the future CSAH 92 corridor. Results showed that only the north site would produce sufficient water to meet half the total need. This was the least desirable site as it would require nearly two miles of raw water pipeline. Staff is working with the hydro-geologists and well database to identify four additional locations closer to the future Water Treatment Plant site for additional test well investigation. Traut Companies has agreed to extend the current pricing to conduct up to four additional test wells. This drill crew would be able to perform the work in November or December of this year to keep the project on schedule. Staff recommends approving a contract extension at current pricing to do this work.			
ATTACHMENTS: 1. Resolution No. 2025-228 Authorizing Contract Extension for Test Well Drilling			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-228**

**RESOLUTION AUTHORIZING EXTENSION OF
CONTRACT FOR TEST WELL DRILLING**

WHEREAS, the City Council on October 7, 2024, authorized staff to obtain quotes for Test and Monitoring Wells for Future Well Development; and

WHEREAS, the City Council on March 17, 2025, awarded a contract to Traut Companies for test well drilling at four sites; and

WHEREAS, the results of those test wells did not meet the City's needs and therefore additional sites need to be investigated; and

WHEREAS, Traut Companies has agreed to extend the contract pricing to drill four additional wells at a cost matching the current contract price; and

WHEREAS, Traut Companies has performed excellent work for the City in the past that has been responsive and met our needs; and

WHEREAS, sufficient funding exists in Capital Project No. 315 for the development of Well 10; and

WHEREAS, Staff and City Engineer recommend City extending the contract to allow the City to continue its search for future well development sites.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes a contract extension in the additional amount of \$107,000.00 to Traut Companies for test well drilling at an additional four sites.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.8. Approve Amended 2025-2026 Winter Maintenance Policy
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Resolution No. 2023-240 Approving Winter Maintenance Policy Updates
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-229 Approve and Accept Amended Winter Maintenance Policy For 2025-2026	
EXPLANATION OF AGENDA ITEM: Annually, the City amends the Winter Maintenance Policy referencing operational and maintenance plans for winter. The Policy was presented at the Council Work Session on September 15, 2025. The last official Resolution adopting policy amendments was in November 2023. Updates or alterations to the Policy include: 1. Addition of streets accepted by the City from Development. 2. Operational changes to Plow Routes reducing the total number of main routes to improve accessibility to collector and arterial streets. 3. Additional Supporting Plow Routes to improve the efficiency of neighborhood streets, dead ends, and cul-de-sacs. 4. Updates to the tables for street listings. Upon approval, the updated version of the Winter Maintenance Policy will be posted on the City Website at www.waconiamn.gov Staff recommend approval of the request for action. ATTACHMENTS: 1. Resolution No. 2025-229 Authorizing Approval of Amended 2025-2026 Winter Maintenance Policy 2. 2025-2026 Winter Maintenance Policy 3. 2025 Main Routes 4. SupportRoutes 5. Sidewalk and Trails Routes 6. 2025-2026 Winter Maintenance Policy Presentation	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:

Budget Information: ☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required	Park Board:
	Personnel Committee:
	Other:

**CITY OF WACONIA
RESOLUTION NO. 2025-229**

**RESOLUTION APPROVING & ACCEPTING AMENDED
WINTER MAINTENANCE POLICY FOR THE 2025-2026 SEASON**

WHEREAS, one of the City’s Priorities for Infrastructure is “Plan for Management, Maintenance, and Improvements to Current and Future Physical Assets”; and

WHEREAS, updates to the current Winter Maintenance Policy previously approved on November 7th, 2016 and amended most recently on November 6th, 2023 are necessary due to changes of equipment, operational improvements, development and service level requirements; and

WHEREAS, updates within the Winter Maintenance Policy exist within the following sections or sub-sections; and

1. Exhibit D – Street Plow Routes
2. Exhibit E – Street Supporting Plow Routes
3. Minor updates to tables for Streets, Sidewalk, Trail and Parking Lot Priorities

WHEREAS, resources are budgeted to provide optimum and quality winter maintenance services within the Street Department General Fund.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves and accepts the amended Winter Maintenance Policy for 2025-2026 winter season.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



City of Waconia Winter Maintenance Policy

Public Services Department

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E. Street Supporting Plow Routes	
F. Maintenance Responsibility by Agency	



City of Waconia Winter Maintenance Policy

Adopted
Amended

November 7th, 2016
December 17, 2018
October 5th, 2020
November 21st, 2022
November 6th, 2023

A. Introduction

It is among the responsibilities of the City of Waconia to manage snow and ice on City streets and public property under the City's jurisdiction. The purpose of this document is to set policies for how the City will fulfill this responsibility and to identify those City officials and employees who are authorized to set subordinate policies and make judgments in the course of carrying out snow and ice management activities.

Setting policies for snow and ice management involves evaluating and weighing a number of considerations, including the following:

1. Public safety. The safety of those traveling by motor vehicle, on foot and by other modes of transportation is of high priority. The goal of the City is to provide for surface conditions that are safe for travel in consideration of surrounding conditions and circumstances. Also, vehicles and personnel engaged in snow and ice management activity can increase risk to the public by virtue of their presence on public ways during times when travel conditions and vision are impaired.
2. Personnel safety. City personnel incur risk by their presence on public ways while managing snow and ice. The safety of City personnel as well is of the utmost importance.
3. Cost. City funds are limited and taxpayers require that they be spent cost-effectively. It is not possible to address all snow and ice issues simultaneously and completely. It is not practical to maintain equipment and personnel availability at a level that is sufficient for all circumstances.
4. Environment. Materials to maintain or improve surface traction contribute pollutants

such as sand and chlorides to surface waters and to City stormwater basins and other facilities, which in turn can increase the cost of maintaining those facilities. It is important not to use an excess of these materials. Chloride harms fish and other freshwater aquatic life and also negatively affects infrastructure, vehicles, plants, soil, pets, and wildlife, as well as impair groundwater and drinking water supplies. Once in the water, chloride becomes a permanent pollutant and continues to accumulate in the environment over time. The data show that salt concentrations are increasing impairment to both surface waters and groundwater across the state.

5. Priority setting to optimize outcomes. Because consideration must be given to all factors, it is necessary to set priorities for snow and ice management activities. Considerations include, though are not limited to, maintenance area classification and vehicle use level, need for emergency vehicle access, areas of known safety risk, reported conditions, costs, and impact on the environment.

6. Management/professional/technical judgment. Policies and practices rest on management, professional, and technical knowledge, on prevailing weather and travel conditions and on other circumstances that winter maintenance professionals encounter. As to important policy elements, the City Council cannot state a policy but instead must delegate authority to establish and adjust the policy to the professional judgment of appropriate City personnel.

7. Need for adaptability. Particularly with respect to effectiveness, cost and environmental consequences, snow and ice management is a realm of innovation. It is important that the City policy allows personnel to maintain awareness of development and allow for practices to be adjusted as appropriate. The public must practice due care given the continuously changing hazards presented by natural snow and ice concerns

The policies stated in this document, as well as any delegations of authority to set subordinate policies, rest on an assessment and balancing of these considerations. It is not possible or practicable for snow and ice to be fully removed from all surfaces or prevented from accumulating on surfaces. The City encourages and expects that City residents and other members of the traveling public will at all times conduct their activities mindful of conditions, hazards, and what is necessary to remain safe.

B. Snow and Ice Management Priorities

The City differentiates among maintenance areas based on a variety of factors, including traffic volumes, its Downtown Business District, Commercial & Industrial Districts, Public Institutions, and Public Facilities. The established City priority is as follows:

Roadway and Parking Lot Classification Service Levels

Classification	Target Regain Time	Lane Description
Residential Streets	4-8 hours	The goal of the jurisdiction is to achieve driving lanes that are as free of snow and ice as reasonably possible in a northern climate. (See Below)
Alley Service Areas	5-10 hours	
Public Parking lots for non-motorized travel	9-36 hours	

- Drivers should take due care when driving on snow and ice surfaces, including reducing their speed. Jurisdictions will log the date and time when a satisfactory road condition is obtained.
- Exhibit A provides listing of Collector Roadways as Priority #1 and #2 Streets
- Exhibit B provides listings of Public Parking Lots cleared by the City
- Major Storms or Blizzards will require additional response time based upon its status or arrival.

City Sidewalk and Trail Service Levels

Classification	Target Regain Time	Functional Description
High Volume Sidewalk and Trail Segments	Day One	School, Commercial and Industrial Zones
Medium & Low Volume Sidewalk and Trail Segments	Day Two	Park sidewalks and trails non-linking exceptions

- Designated sidewalks and trails detailed above are cleared of snow and treated to meet expectations within this document.
- Designated sidewalks and trails are normally plowed, blown, or swept. The method of snow removal depends on the amount and type of snowfall.
- Designated sidewalks and trails will be cleared as thoroughly as possible but need not be cleared of all snow or ice, nor maintained to bare pavement.
- Exhibit C provides mapping of Day One and Day Two descriptions.
- Major Storms or Blizzards will require additional response time based upon its status or arrival.

The City will also consider localized safety concerns, reported hazard conditions and other relevant information in adjusting priorities. The City, Public Services Director, or delegated authority has discretion to direct the resources contained in this Policy, and those directives set

by the City Administrator or City Council. The City Public Services Director, or delegated authority, directs resources and adjusts priorities during an event with due attention to the considerations listed in Section A, above. Within the policies and directives set by the City Administrator or City Council, operations personnel may adjust their activity as well to address safety concerns, improve effectiveness, reduce costs, and limit environmental impacts. Section A, paragraph 1, is a significant operational consideration for Cities when making such adjustments.

C. Training

It is important and required by the Minnesota Pollution Control Agency that personnel involved in snow and ice management receive appropriate training to inform their operational capacities and the judgment that they must exercise in performing their responsibilities. The City Public Services Director is delegated the authority to determine and provide for appropriate training and tasked to inform the City Administrator and City Council of training funding needs during budgeting. The Administrator will consider training for police, emergency response and other City personnel who may not have specific responsibilities for snow and ice management but whose awareness and coordination is important to the City's efforts.

The City will document, or require documentation of, all training that it requires or conducts.

D. Delegations of Authority

Authority with respect to snow and ice management decisions is delegated as follows:

1. City Public Services Director or delegated authority. The City Public Services Director, or delegated authority will exercise general oversight of snow and ice management activities and will make recommendations to the City Administrator and City Council on staffing, purchases and funding as a part of annual budgeting. The Public Services Director or delegated authority will exercise responsibility with respect to personnel training as indicated in Section C, above.

The Public Services Director or delegated authority will establish procedures for reports mandatory and non-mandatory on snow and ice conditions from city personnel or the public to be documented and routed to appropriate city personnel so that such reports inform snow and ice management activities. Operators will consider how best to resolve snow and ice management complaints, pursuant to the following City Policy:

2. Resident Response Procedures. Concerns or questions regarding snow and ice control or damage shall be taken during normal working hours and handled in accordance with the following items. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly. It is the City's intention to log all complaints and upgrade this policy as necessary in consideration of the constraints of our resources. In the event of people registering a complaint, the Public Services Director, or his delegated authority, shall make on site visits to the indication of the complaint, if the complaint is such that a site visitation is indicated.

The City Administrator or delegated authority may enter into contracts for snow and ice management services or may recommend such contracts to the City Council, in accordance with City policy. All contracts will provide the following:

- a. All personnel performing the contract on any public maintenance area on behalf of the contracting party are trained to a minimum level approved by the City
- b. The contracting party will perform the work in accordance with all applicable City policies and directives, copies of which will be provided to the contracting party.
- c. The contracting party will be insured for general and automotive liability to the same limits and under the same standard conditions as in other City contracts, or to such other limits and under such other conditions as the City Attorney may advise.
- d. The contracting party will perform all work with due care and will indemnify the City and hold it harmless for its negligent and willful acts and omissions.

3. City Public Services Director or delegated authority. The City Public Services Director or delegated authority is authorized to establish subordinate policies and directives with respect to the following:

- a. Adjustments to snow and ice management priorities as indicated in Section B, above.
- b. Protocols and directives concerning the initiation and cessation of snow and ice management activities. Cessation protocols and directives will consider conditions that endanger employee or equipment safety, or that cause management activities to be ineffective.
- c. Protocols and practices for snow plowing and other operations, including snow storage. In determining snow storage locations and conditions, the Public Services Director or delegated authority will consider the debris and pollutant load held within stored snow and the potential water pollution

impact of snowmelt within surface runoff. Snow storage locations will be monitored monthly and documented for inconsistencies in meeting MPCA requirements. Sites utilized for snow storage will be cleaned and maintained to its original condition after each season.

- d. Protocols for application of sand, salt and other means to preserve/reestablish traction. The Public Services Director or delegated authority will consider safety, environmental, and cost concerns, will maintain City awareness of best practices and innovations, and in his or her judgment will adjust protocols in accordance with such practices and innovations.

In making the judgments underlying these actions, the City Public Services Director or delegated authority will give due attention to the considerations listed in Section A, above. The City Public Services Director or delegated authority should consider providing for awareness of best practices, including those contained in the Winter Parking Lot and Sidewalk Maintenance Manual (MPCA, 2022) and the Minnesota Snow and Ice Control Field Handbook for Snowplow Operators (Minnesota Local Road Research Board, 2022), as they may be updated, and to provide for incorporation of best practices as appropriate.

Until such time as applicable policies and directives are established, the City Public Services Director or delegated authority will direct operations in his or her best judgment and with attention to the considerations listed in Section A, above.

4. Operators. City personnel engaged in snow and ice management operations are authorized to adjust activities in accordance with Section B, above. Such personnel, in their judgment, also may adjust plowing and other operational methods and may implement hazard warnings, consistent with the policies and directives set by the City Public Services Director or delegated authority. Operators are to use professional judgment and discretion to determine the best course of action to complete snow and ice management responsibilities under the circumstances, considering public and driver safety.

E. Operational Framework

1. Commencement of Operations. Anti-icing, or use of liquids applied to street, trails, and sidewalks may occur in advance of snow fall. These products assist in preventing the bond of snow to said surfaces and are proven to reduce operational cost and environmental impacts to our watersheds. Snow plowing and/or ice control operations shall commence under the direction of the Public Services Director or his delegated authority based upon the following criteria:

- a. Forecasted Weather, Pavement, and Air temperatures affecting Service Level Requirements
- b. Anti-icing operations may occur 24 hours in advance of an approaching storm
- c. Measurable snow accumulations, with continual snow fall, warrants commencement of removal operations.
- d. Drifting of snow may warrant commencement of partial or full operation, depending upon conditions.
- e. Icing of pavements may also warrant partial or full operations depending on extent and conditions.

2. Documentation. The Public Services Director or his delegated authority as required by the City MS4 Policy will document control practices, decisions, and electronic records carrying out this Policy. Such records will include weather conditions, pavement temperatures, amount of precipitation; snow, or ice, use of material and equipment, time of completion, and personnel providing service.

3. Emergency Situations. The City will dispatch operators and equipment as soon as possible to the routes required by emergency vehicles – Fire, Medical, Police – responding to an emergency situation within the jurisdiction of the City. The City will plow private property only if emergency vehicles require access.

4. Damage to Personal Property. Property Owner's may have Personal Property located within the City Right of Way system. **(Please Note Below Regarding Personal Property)** Permitted use includes Mailboxes. However, said mailboxes must be installed in such a manner and in good condition to provide access by the United States Postal Service and provide for Public Service snow removal equipment to pass-by. Newspaper boxes installed under mailboxes in most cases do not allow for snow removal equipment to pass under and can cause an indirect hit to the mailbox. See Exhibit E detailing a properly established mailbox. Property owners assume all risk and responsibilities for replacement of mailboxes and supports that are constructed of materials such as but not limited to brick and mortar, stone aggregate, ornamental railings, or antique type supports. The City assumes a value of no more than \$50.00 for mailboxes of this type, which are hit by a City snow plow.

The City will install replacement parts or a mailbox of standard size non-decorative type. The City will make temporary repairs to mailboxes for mail delivery if the City plow actually hits the mailbox. Weather and staffing dictate the completion of repairs.

The City will bear the cost of repairs of a damaged mailbox ONLY if it is a result of City Equipment actually hitting the mailbox, not from the weight of the snow being discharged from the plow.

The City will assume no responsibility for damage to underground irrigation systems, private lighting systems, trees, shrubs, specialty grasses, rocks, fences, retaining walls or similar landscaping installed in the City controlled Right of Way or easements.

5. Boulevard Sod. The City when it receives a complaint, record the location of alleged sod damage caused by contact with City Equipment. The extent of the damage will be reviewed and verified by Public Service staff. If the sod is determined to be of repair, staff will conduct the following; 1.) Make record of the site and maintain a list of confirmed areas. 2.) Schedule top soil and seeding in the spring. **The City does not conduct repairs with sod.** 3.) Public Service staff will water the effective area one-time; it will then become the resident's responsibility to water and maintain the area. The costs of top soil and seed are borne by the City.

6. Parking Restrictions. On street parking is not compatible with efficient snowplowing operations. Vehicles left parked and unattended on the street for extended periods of time create problems for snowplows as well as safety problems with packed snow and ice around vehicles. Ticketing and/or towing these vehicles may occur in conformance with City Ordinance. City Ordinance 634.01 Winter Parking

Subd. 1. Winter Parking. No person shall park or leave standing any vehicle, whether attended or unattended, upon any avenue, street, or highway within the City between the hours of 12:00 a.m. and 8:00 a.m. from November 1 through April 1. **Exceptions to Early and Late snow events outside of the listed Winter Parking Restrictions, (November 1 through April 1) the Public Services Director, or their delegated has the right to issue a "Snow Emergency" making Winter Parking effective upon issuance. Such issuance will be messaged via various means of public communication, etc. Radio, TV, or Social Communications**

Subd. 2 Exceptions to Winter Parking System. The winter parking system described in Subd. 1, above, shall not apply and, instead there shall be no parking whatsoever between the hours of 2:00 a.m. and 6:00 a.m. from November 1 through April 1 of each winter season, and held reflective of a "Snow Emergency" situation on the following portions of the following streets.

- Main Street between Pine and Maple Streets,
- First Street between Spruce and Maple Streets,
- Second Street between Vine and Elm Streets,
- Vine Street between Second and the alley running between Lake and Main Streets,
- Olive Street between Third and the alley between Lake Street and Main Streets,
- Maple Street between First and Main Streets,
- Elm Street between Third and Main Streets,
- Pine Street south of Minnesota Trunk Highway No. 5,
- Eighth Street,
- Industrial Boulevard,
- Industrial Boulevard West,
- Mill Lane,
- East Frontage Road.

Subd. 3 Handicapped Vehicles. Any vehicle displaying a valid temporary or permanent handicapped identification certificate or insignia issued by the Minnesota Department of Public Safety pursuant to Minnesota Statutes Section 169.345 or any other valid temporary or permanent handicap identification certificate or insignia issued by another state within the United States shall be exempt from the winter parking restrictions set forth in Subd. 1, above, but shall be subject to all other parking regulations set forth in this Chapter.

Subd. 4 Parking Lots. Parking in public parking lots in the City shall be prohibited from parking between 2:00 a.m. and 6:00 a.m., held to the same standards as the Public Streets. Parking shall be allowed once the snow has been completely cleared from the parking lot.

Subd. 5. Alleys, Sidewalks, and Public Grounds. No vehicle shall be parked on any public alley for more than fifteen minutes at any time during the period from November 1 to April 1 of each winter season. No vehicle shall ever be parked on any sidewalk or public ground at any time.

Subd. 6 Penalty. Any person, firm, or corporation who shall violate the provisions of this Section shall be subject to having the vehicle ticketed by a Police Officer or Carver County Sheriff's Deputy and removed with the cost of such moving and storage to be paid by the owner thereof pursuant to Section 630.05 of City Code.

Additionally, after large accumulations of snow, the City may find it advisable to prescribe parking restrictions to facilitate snowplowing and clean-up operations.

7. Deviation from Policy. If a person with delegated authority determines deviation from this Policy to be in the best interest of the City, or that a change is needed, the deviation will be documented. Documentation includes identifying: the cause, why the response was necessary, and how long the deviation will be in effect.

8. Review and Modification of Policy. Said Winter Maintenance Policy is reviewed annually for updates and provided for approval by the City Council of Waconia.

F. Assuming Responsibility for Private Roadways, Parking Areas, Sidewalks, and Trails

The City is not responsible for snow and ice management on any roadway or parking area not owned by or dedicated to the City, except as may be provided in a legally binding, written acceptance of that responsibility in the context of a development approval or otherwise. Snow removal from Private Roadways, Parking Areas, Sidewalks, Trails and Driveways should be discharged onto Private Property. Discharging of snow from Private Property areas listed into a Street or across a Street may cause safety and liability issues. **Snow from Private Property must NOT be discharged onto public property.**

G. Coordination with Other Jurisdictions

The table below lists the jurisdiction responsible for facilities within the City's Corporate Boundaries.

Maintenance Area	Responsibility	Telephone No.
Trunk Highway Five	State of Minnesota	651-296-3000
Trunk Highway 284	State of Minnesota	651-296-3000
County Highway 10	Carver County	952-466-5200
County Highway 59	Carver County	952-466-5200
County Highway 92	Carver County	952-466-5200

The City will coordinate with neighboring or regional jurisdictions as warranted to realize better management outcomes, cost savings or environmental benefits.

H. No Rights Created

This policy is for internal use only in order to specify the policies and distribution of authority for snow and ice management. The policy is for the benefit of serving the general public and not for the benefit of any individual or specific group of individuals. It is not intended to and does not create any right or expectation in any third party. The City Council may amend this policy or make exceptions to it as it deems appropriate.

Disclaimer

The City will begin snow and ice management as soon as reasonably possible. Cold, wind, visibility, equipment failure or disability, rapid snow and ice accumulation, and/or other unforeseen conditions or emergencies may prevent safe or effective management and cause delays in management operations.

Distribution

This policy will be distributed to the following:

City Council, Administration & City Hall,

The City of Waconia Winter Maintenance Policy is available on the City Website under the Public Service heading and policies.

Table A - Collector Streets

Priority Level #1	
Street	Point to Point
Maple St.	TH 5 to Lake St.
Olive St.	TH 5 to Lake St.
Elm St.	2 nd St. E to Lake Access
Pine St.	2 nd St. E to Lake St.
Main St.	Walnut St. to Hwy 5
Vista Blvd.	Main St. to Yellowstone Trl
Yellowstone Trail.	Main St. to Vista Blvd.
1 st St.	Spruce Walnut
2 nd St.	Olive St. to Pine St.
Vine St.	3 rd St. to Lake St.
4 th St W	Elm St to Maple
Birch St.	TH 5 to 2 nd St. and Main St. to Lake St.
Lake St.	Walnut St. to Birch St.
Cedar St.	Lake St. to Cedar Point Park
Waconia Parkway North	Main St. to Co. Rd. 10
Waconia Parkway South	TH 5 to Co. Rd. 10
Walnut St.	Lake St. to 3 rd St.
3 rd /Burandt Blvd	Olive St. to Farmline Rd.
Farmline Rd.	Waconia Parkway South to Burandt Blvd.
Oak Ave	Waconia Parkway South to S. City Limits
Wildcat Way	Community Dr. to Waconia Parkway S.
Community Dr.	Oak Ave to Co. Rd. 10
94 th St.	Co. Rd. 10 to High School Access
Victor Ct.	94 th St. to Cul-de-sac
Strong Dr.	TH 5 to Waconia Parkway South
Sparrow Rd.	Oak Ave. to Co. Rd. 10
E. 8 th St./ East Frontage	TH 284 to Hart
E. Frontage Rd.	TH 5 to East Frontage Rd.
Marketplace Dr.	Highway 10 to Mill Ln
Cherry St.	TH 5 to Maple St.
Cherry St.	TH 5 to 10 th St.
Depot Dr.	Hwy 5 to Cul-de-sac
Tenth Street	Main Street Ext. to Co. Rd. 10
Airport Road	Main Street Ext. to East Corp. Limits

Priority Level #2	
Street	Point to Point
Elm St.	Hwy 5 to 2 nd St. E
Pine St	Hwy 5 to 2 nd St. E
Beach Rd.	Yellowstone Trl to Cul-de-sacs East & West
1 st St.	Birch St. to Spruce
Birch St.	2 nd St. to Main St.
Willow Place	TH 5 to 5th St.
5th St.	Willow Place to Olive St.
Wildflower Way	Waconia Parkway South to Foxglove Terrace
Burandt Blvd	Farmline Rd. to Foxglove Terrace
Foxglove	Burandt Blvd. to Wildflower Way
Sparrow Rd.	Oak Ave. to Oak Ave.
Oak Pointe Dr.	Sparrow Road to TH 5
Fountain Ln.	Sparrow Rd. to Silver St.
Sierra Parkway	TH 284 to Fountain Lane
Sierra Parkway	TH 284 to Ravencroft Rd.
Starlight Dr.	Sierra Parkway to Silver St.
Ravencroft Rd	Sparrow Rd. to Lenox Dr.
Lenox Dr.	Sparrow Rd to Ravencroft Rd.
Skybrooke Ave	Sparrow Rd. to Fieldgate Rd.
Fieldgate Rd.	Skybrooke Ave to Pinehill Blvd.
Pinehill Blvd.	Fieldgate Rd. to 10th Street
8th Street	10th Street to S. Pine St.
S. Pine St	East Frontage Rd. S. End to E. 8th St.
Hartman Way	TH 5 to 10th St.
Marketplace Rd.	TH 5 to Marketplace Dr.
Industrial Blvd	Highway 10 to Mill Rd.
Industrial Blvd.	Highway 10 to Hwy 284
Mill Ln	TH 5 to cule-de-sac
Cherry Drive	Cherry Street to Cul-de-sac
Fischer Way	Hwy 5 to 10 th St.
Interlaken	Highway 10 to Cul-de-sac
Interlaken	Highway 59 to Airport Road
Somerwood Dr.	Highway 10 to Airport Rd.

Table B - Public Parking Lots

Lot #1	236 1 st Street West
Lot #2	17 1 st Street West
Lot #3	201 Vine Street South
Lot #4	200 2 nd Street West
Lot #5	116 1 st Street West
Lot #6	141 Main Street West- Upper Ramp
Lot #7	141 Main Street West- Lower Ramp
Lot #8	26 Maple Street South
Lot #9	130 Cedar Street North
Lot #10	1200 Oak Avenue
Lot #11	1600 Community Drive
Lot #12	927 Wildcat Way
Lot #13	1250 TH 284
Lot #14	1170 Interlaken Parkway North
Lot #15	1702 Ravencroft Road
Lot #16	83 TH 5
Lot #17	10451 10 th Street West
Lot #18	310 10 th Street East

Table C - Sidewalks and Trails Plowing Plan

Type	Street/Area	To/From
Sidewalk	101 1 st Street West	(South Side)
Sidewalk	101 Main Street East	(City Square Park)
Trail	1200 Oak Avenue	(Brook Peterson Park)
Trail	130 Cedar Street North	(Cedar Point Park)
Sidewalk	1 1 st Street West	Elm Street (North & East Side)
Sidewalk	1 st Street	Main Street
Sidewalk	201 Vine Street South	City Hall/Library
Sidewalk	225 1 st Street West	(East Side)
Sidewalk	26 Maple Street South	Fire Station
Sidewalk	Somerwood Drive	Airport Road to Oakmont Lane
Sidewalk	Lennox Drive	Sparrow Road to Park Property
Sidewalk	Airport Road	Main Street/CSAH 59 to Firesteed Ridge Road
Sidewalk	Sparrow Road	Lenox Drive to End
Sidewalk	10 th Street	TH 284 to Mill Road
Trail	Burandt Boulevard	Foxglove Terrace to Walnut Street
Trail	Wildflower Way	Waconia Parkway S. to Foxglove Terr.
Trail	Community Drive	Oak Avenue- Highway 10
Trail	Waconia Parkway S.	Hwy 10 to TH 5
Sidewalk	Waconia Parkway S.	TH 5 to Oak Ave.
Trail	Highway 284	Sierra Parkway to Highway 5
Trail	Creeside Drive	Oak Avenue
Trail	Farm Line Road	Burandt Boulevard to Waconia Parkway South
Trail	Highway 10	Highway 284 to Ravenwood Drive
Trail	TH 5	Strong Drive to South-Olive Street
Trail	TH 5	Oak Avenue to TH 284
Trail	Mill Road	TH 5 to Industrial Boulevard
Trail	Main Street	TH 5 to Birch Street
Trail	Main Street/CSAH 59	TH 5 to Highway 10
Trail	Oak Avenue	Waconia Parkway South to Sparrow Road (West Side)
Trail	Oak Avenue	Waconia Parkway South to TH 5 (East Side)
Trail	Sparrow Road	Lenox Drive to Highway 10
Trail	Interlaken Crossing	Airport Road to Main Street/CSAH 59
Tail	Highway 10	Main Street/CSAH 59 to Somerwood Drive
Trail	Sierra Parkway	TH 284 to Ravencroft Rd.
Trail	Waconia Parkway North	Scott Lane to Highway 10
Trail	Waconia Parkway South	TH 5- Oak Avenue

Trail	Highway 10	TH 5 to Sterling Rd.
Trail	1702 Ravencroft Road	Waterford Park
Trail	Brook Peterson Park	Community Dr- Parking Lot- Pond Circle Path
Trail	1150 Burandt Boulevard	(Pheasant Ridge Park)
Trail	Highway 10	Waconia Parkway South to Sterling Road
Tail	Sunset Avenue	Sunset to End
Sidewalk	1200 Oak Avenue	(Brook Peterson Park)
Trail	1205 Highway 284	(Fox Run Park)
Trail	1270 Interlaken Parkway	(Interlaken Park)
Trail	1300 Highway 284	(Wildhurst Park)
Trail	Old Beach Lane & Path	Main Street to County Park
Trail	1401 Mockingbird Drive	(Bent Creek Park)
Trail	1431 Sparrow Road	(Oakpointe Park)
Trail	Interlaken Park	Interior Trails
Sidewalk	East Frontage Rd.	Pine Street to TH 5 Access
Sidewalk	Interlaken Parkway	Park Road Frontage
Sidewalk	Interlaken Parkway	Reitz Lake Park Frontage
Sidewalk	Airport Road	Main Street Ext. to Park Frontage
Sidewalk/Trail	Somerwood Way	Somerwood Dr. to Interlaken Park
Trail	1568 Woodlawn Circle	Park Point Road and Dead End
Trail	1702 Ravencroft Road	(Waterford Park)
Trail	Mill Ln- Marketplace Dr	Industrial Boulevard West
Trail	Highway 92	Lakeshore Circle to End
Trail	Island View Road	Highway 92 to Maple Terrace
Trail	94 th Street	Highway 10 to Cul-de-sac
Tail	Vista Point Park	Beach Road to Old Beach Lane
Trail	Woodlawn Circle	Woodlawn Circle
Trail	Willowbrooke Lane	Woodlawn Circle

Table C.1 - Blowing Trail & Sidewalk Segments

Type	From	To
Trail	TH 284; CSAH 10	Sparrow Road
Trail	TH 5 ; Olive Street	Maple Street
Trail	Cherry & 5 th Street	TH 5
Sidewalk	Maple & 5 th Street	Cherry Street
Sidewalk	Cherry & 5 th Street	TH 5
Trail	Tenth Street; TH 284	Pinehill Boulevard
Trail	Main Street; Yellowstone Trail	Old Beach Lane
Sidewalk	Second Street; Maple Street	Walnut Street
Sidewalk	Walnut Street; Third Street	First Street
Sidewalk	Fountain Lane; Sparrow Rd.	1902 Fountain Lane
Trail	Fountain Lane; Sparrow Road	1826 Fountain Lane

Table C.2 - Truck Wing Trail Clearing Segments

Type	From	To
Trail	Burandt Blvd.; Kinder Drive	Cherrywood Lane
Trail	Oak Avenue- Waconia Parkway South	Community Drive (East & West Side)

Table - D Wind Row Streets

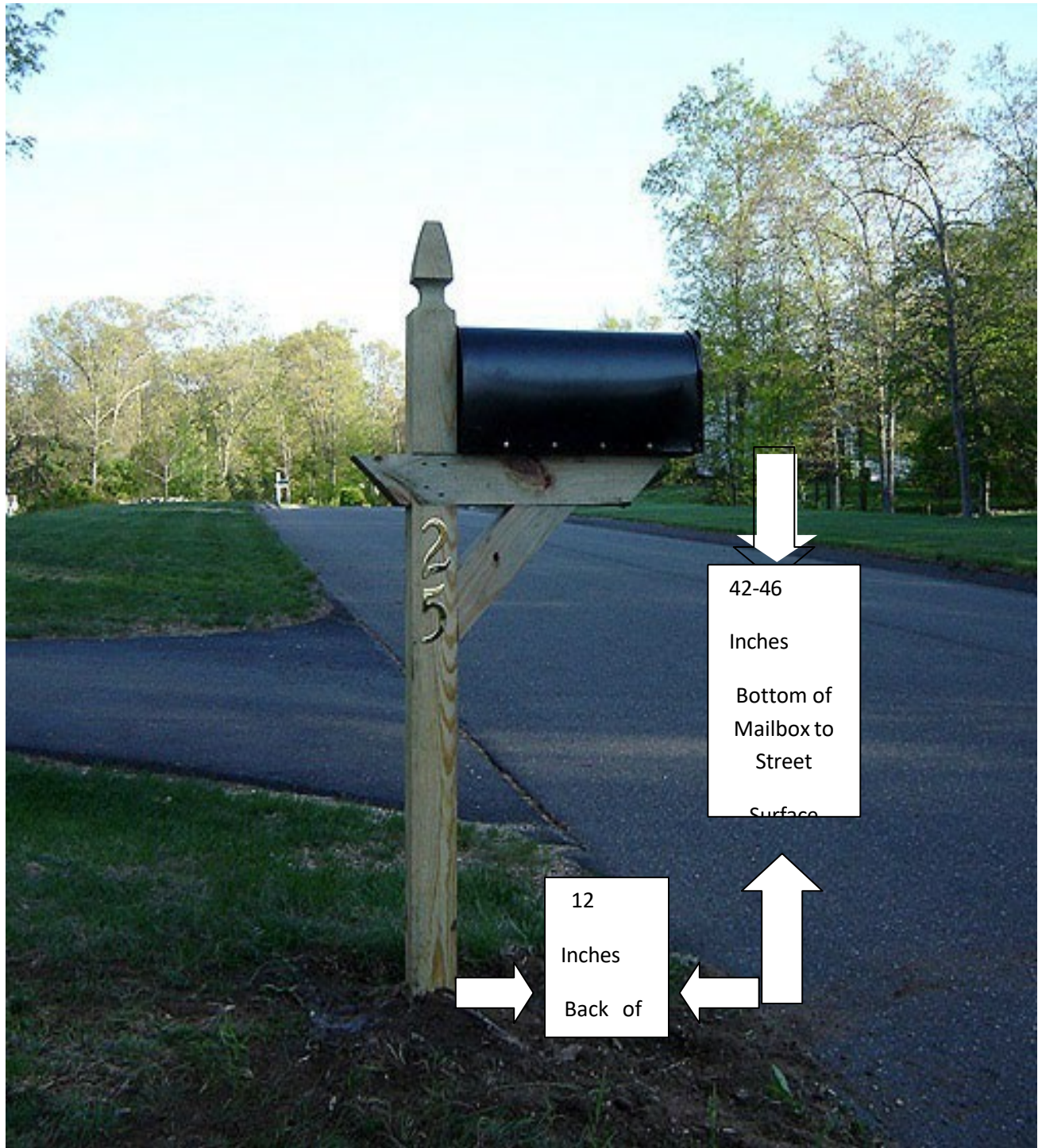
Street	Day Activity	From	To	Number of Blocks
S. Pine Street	One	1 st Street	2 nd Street	1
Vine Street	One	Lake Street	Main Street	3
Spruce Street	One	1 st Street	2 nd Street	1
Walnut Street	Two	Lake Street	3 rd Street	4
Elm Street	One	Main Street	3 rd Street	3
2 nd Street	Two	Orange Street	Birch Street	1
Maple Street	Two	1 st Street	5 th Street	3.5
Maple Street	Two	5 th Street	TH Five	6
Olive Street	One	3 rd Street	Lake Street	4
1 st Street	One	Spruce Street	Maple Street	5
2 nd Street	Two	Spruce Street	Oak Street	1
4 th Street	One	Maple Street	Olive Street	2
2 nd Street	One	Pine Street	Olive Street	3
Main Street	One	Maple Street	Pine Street	1
Elm Street	One or Two	Fifth Street	TH Five	1
Fourth Street	One or Two	Elm Street	Olive Street	1
Cherry Street	Two	5 th Street	TH Five	2
5 th Street	Two	Cherry Street	Maple Street	1.5
Total				44.0

Table – E Route Equipment Assignments

Route	Equipment #	Equipment Description
1	66	Single Axel - Mack Truck
2	67	Tandem Axel - Western Star Truck
3	52	Tandem Axel - Mack Truck
4	54	Single Axel - Mack Truck
5	61	Single Axel - Mack Truck
6	62*	"1 - Ton" - 550 with wing
7	176	Motor Grader
171	171	Loader - Cat 938
202	202	Loader - Cat 938
73	73	"1-ton"-Reg. Sander
198	198	Cat Skid
197	197	Cat Skid
56	56	"1 - ton" - Reg. Sander
60	60	"1 - ton" - Reg. Sander

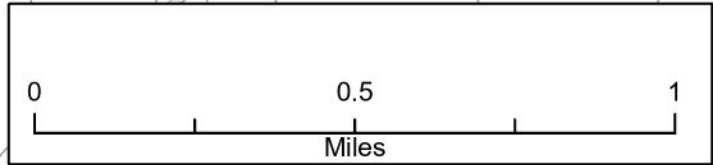
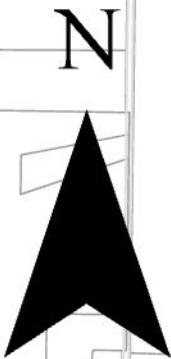
Sidewalk Trail Route	Equipment #	Equipment Description
P1	191	Track Skidsteer
P2	190	Tractor
P3	188	Tool Cat
P4	172	Tool Cat
P5	178	Buggy(Toro Mower)

Detail 1 - Mailbox Installation Detail



CITY OF WACONIA MAILBOX INSTALLATION DETAIL

2025-2026 Winter Operations: Main Routes



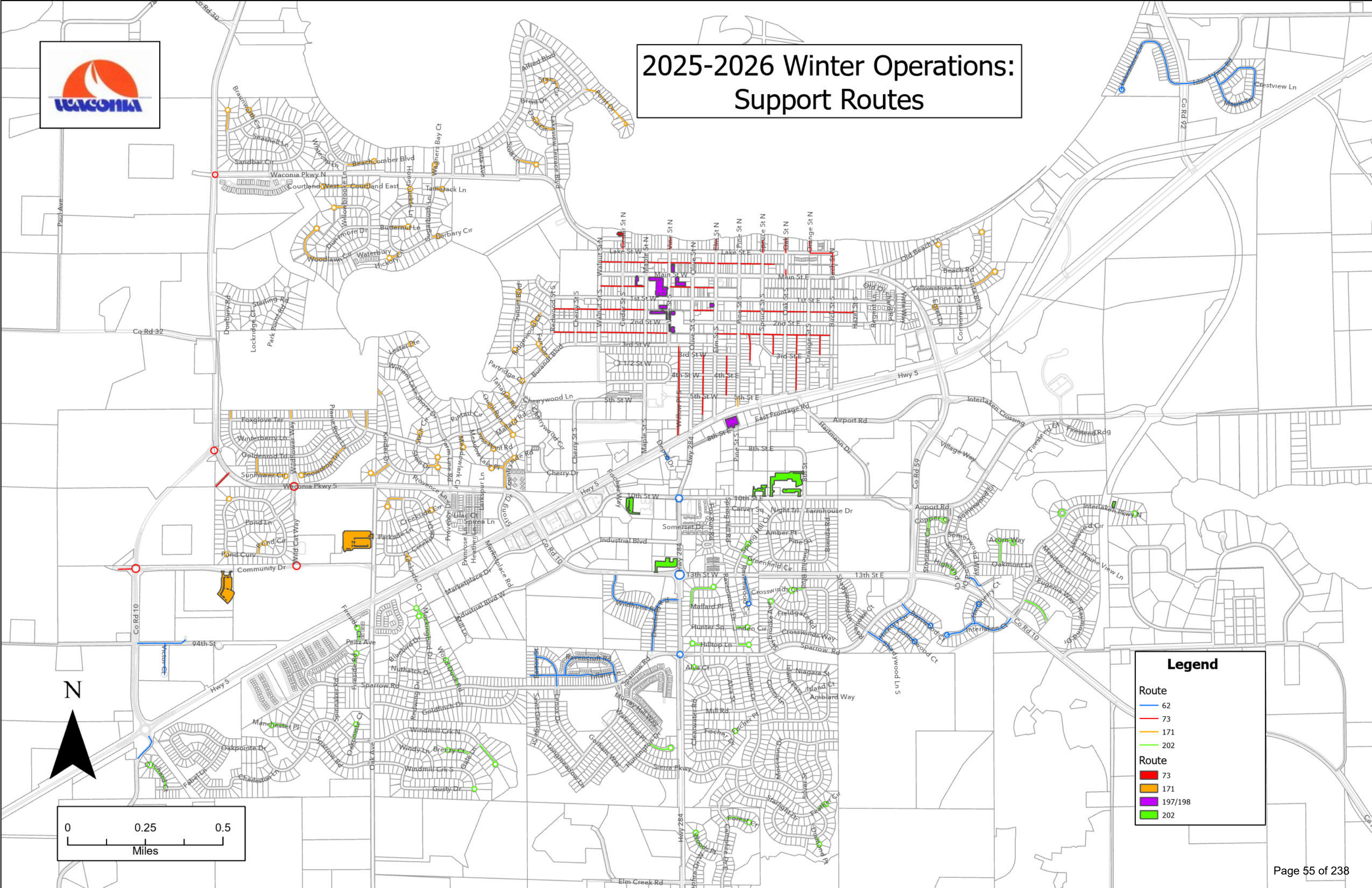
Legend

Routes

- Route 176, 3.37 MI
- Route 52, 13.35 MI
- Route 54, 10.78 MI
- Route 61, 11.62 MI
- Route 62, 5.82 MI
- Route 66, 11.62 MI
- Route 67, 11.08 MI



2025-2026 Winter Operations: Support Routes



Legend

Route

62

73

171

202

Route

73

171

197/198

202



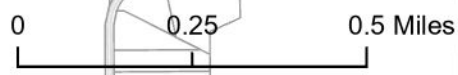
2025-2026 Winter Operations: Sidewalk and Trail Routes



Legend

--- Trails

--- Sidewalks



Winter Maintenance Snow & Ice Control Policy



Update: September 2025

This policy establishes appropriate goals for the City regarding snow and ice control to maintain roads for emergencies and routine travel.

The policy also sets guidelines for employees and residents based on available resources.

Statistics



Streets:	64.6 miles
Alleyways:	3.2 miles
Trails	26.2 miles
Cul-de-sacs	97
Parking Lots	35

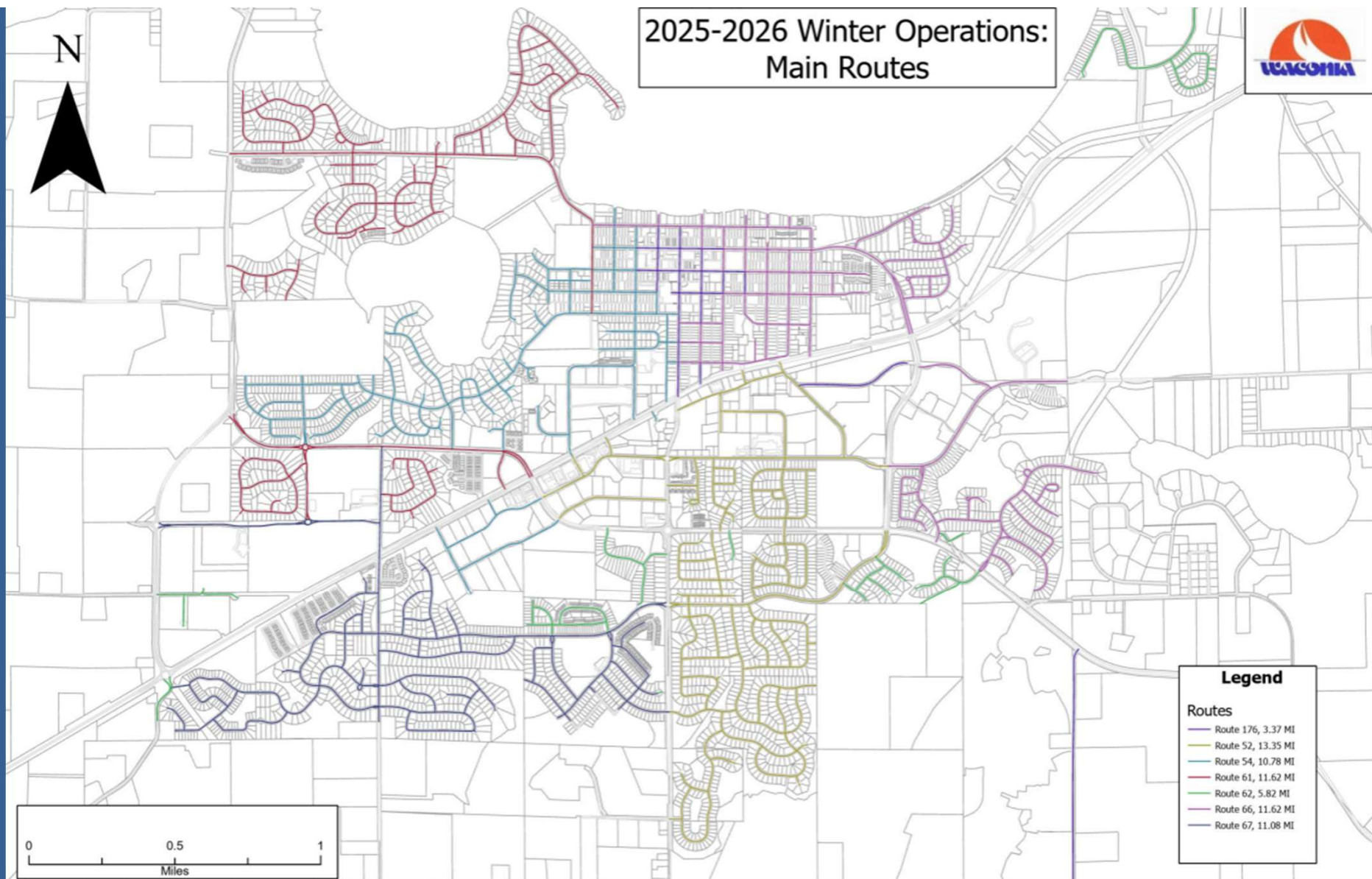
Commencement of Operations:

2" Snow Accumulation
2 a.m. Typical Start Time
6-12 hours to complete

Partial or Full Operations
may be
Initiated due to:

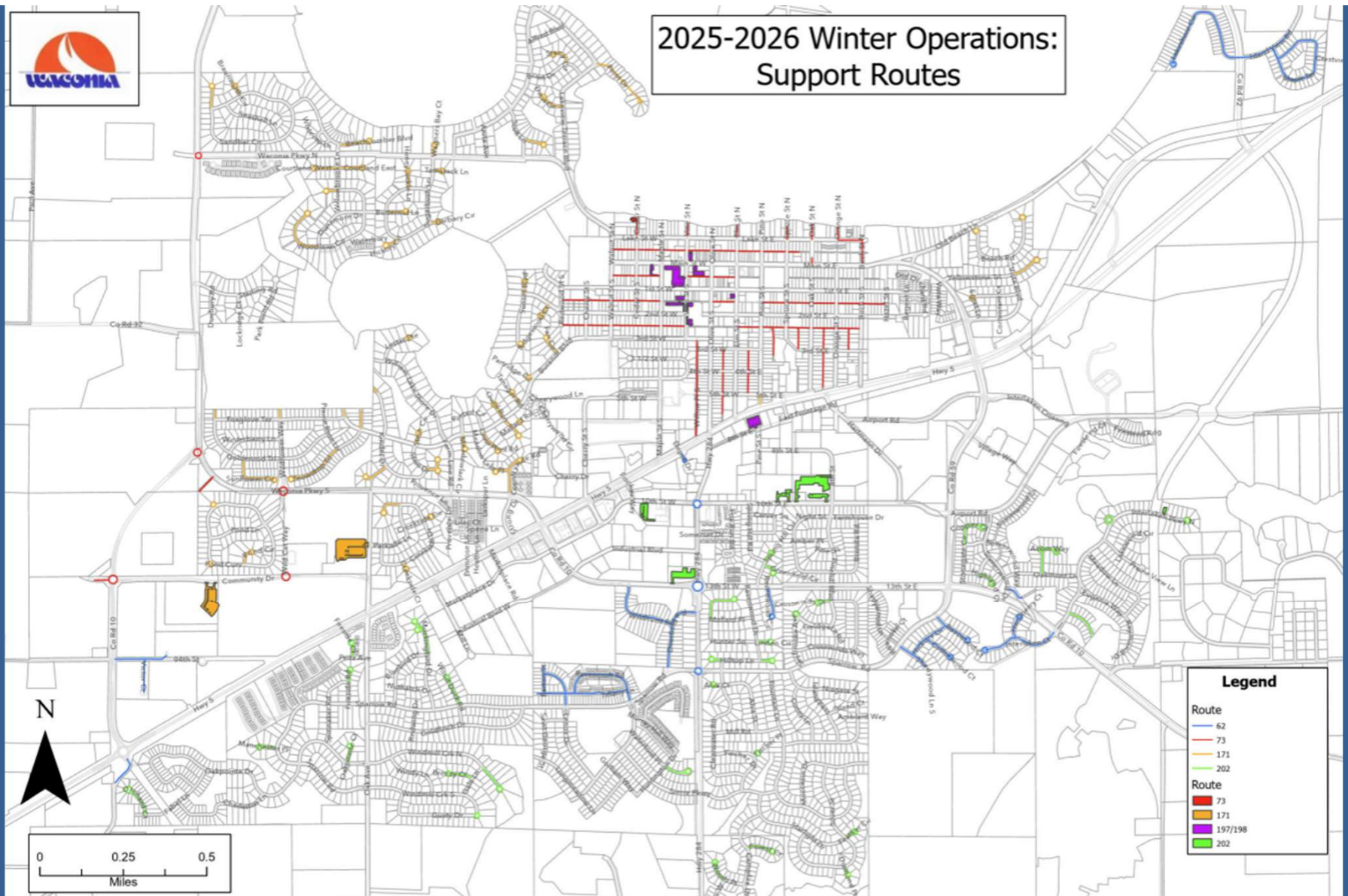
- Drifting Snow
- Icing of Pavements







2025-2026 Winter Operations: Support Routes



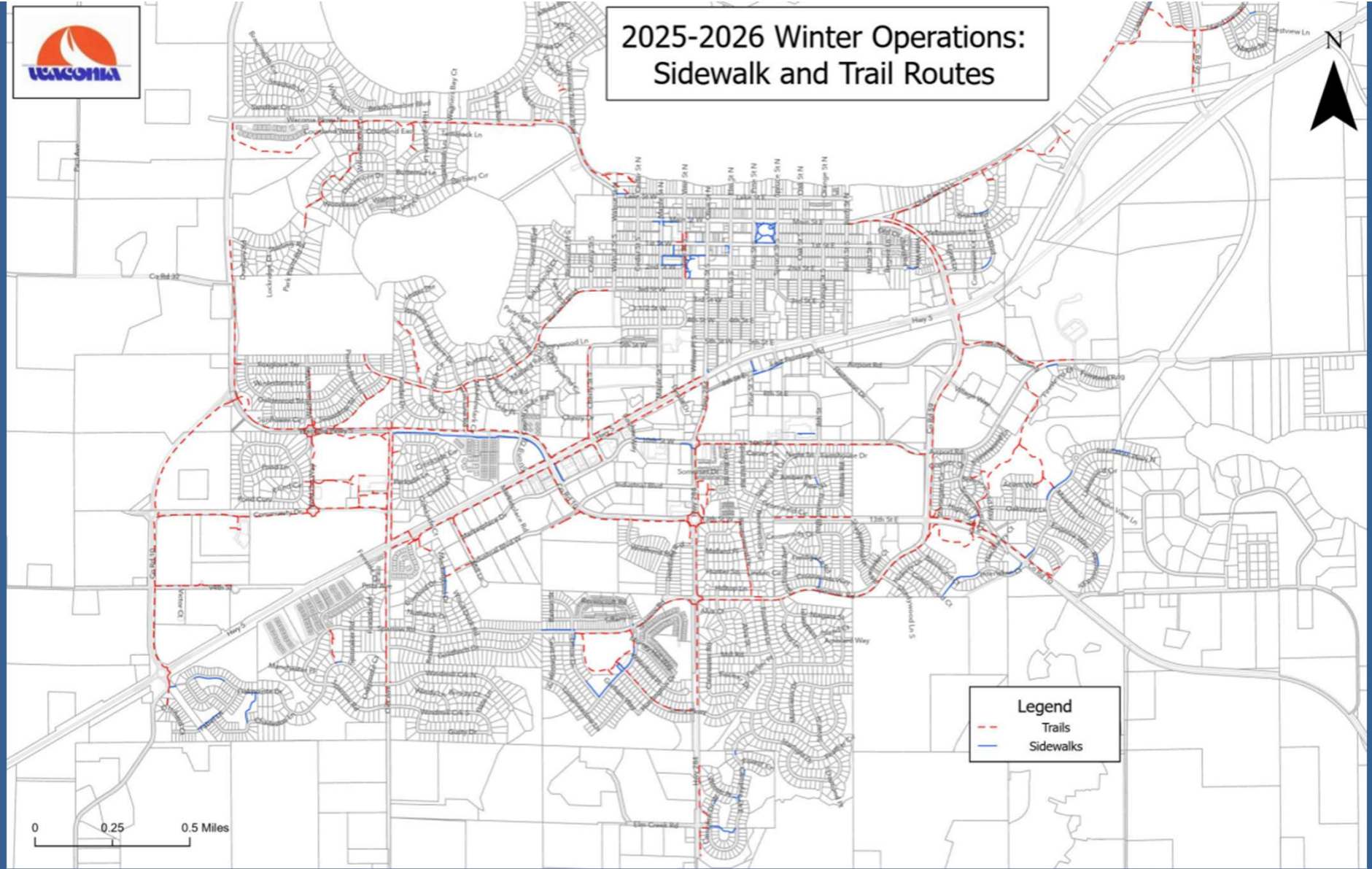
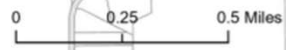


2025-2026 Winter Operations: Sidewalk and Trail Routes



Legend

- Trails (indicated by a red dashed line)
- Sidewalks (indicated by a blue solid line)



Resources & Training

Snow Event Record Date: Storm #

Time	AM	PM	Day of Week
Storm Started			
Storm Ended			
Road Cleared			

Description	Avg (in)	Drifts (ft)
Depth of Snow	0	

Description	Direction	Velocity	MPH
Wind			

Description	Maximum	Minimum
Pavement Temperature		

Completed By:

Storm Action:

☐ All ☐ Collector ☐ Call-out ☐ Dry Snow ☐ Freezing Rain ☐ Sleet ☐ Wet Snow ☐ Visibility: ☐ Good ☐ Fair ☐ Poor

Procedures:

☒ Removal ☐ Plowing ☐ Liquids Applied ☐ Salt Applied

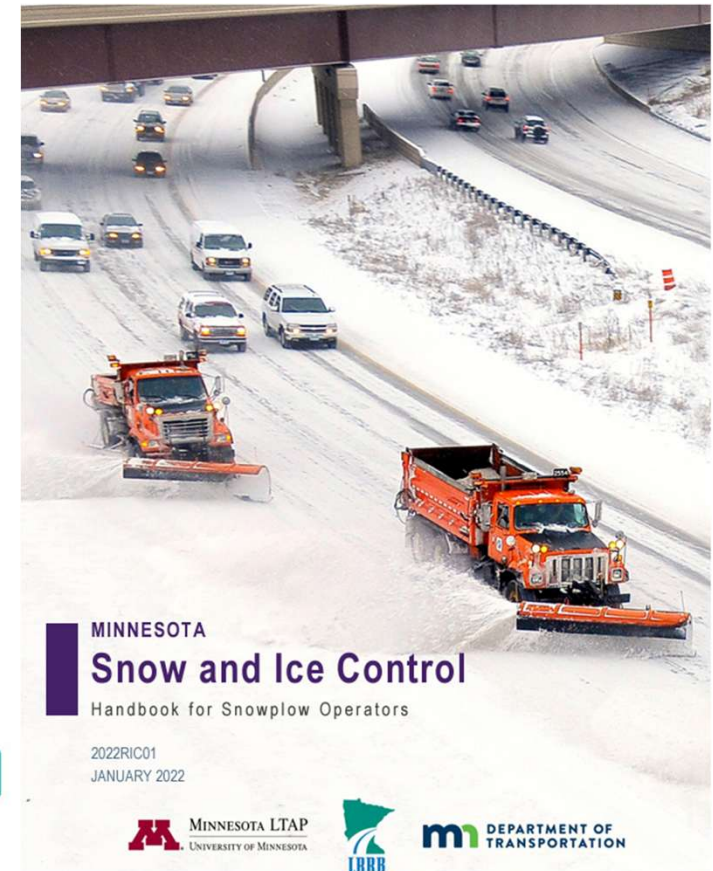
Results:

☐ Excellent ☐ Good ☐ Poor

Comments:

City of Waconia
 310 10th Street East
 Waconia, MN 55387
 Phone: 952-442-2615
 Fax: 952-442-4963
 www.waconia.org

Personnel	Reg Equip Hrs. 1	Reg Equip Hrs. 2	OT Equip Hrs. 1	OT Equip Hrs. 2	Total	Equip #	Salt (Tons)	Abrasives (Tons)	Liquids (Gal)



Focus on Mechanical Snow Removal

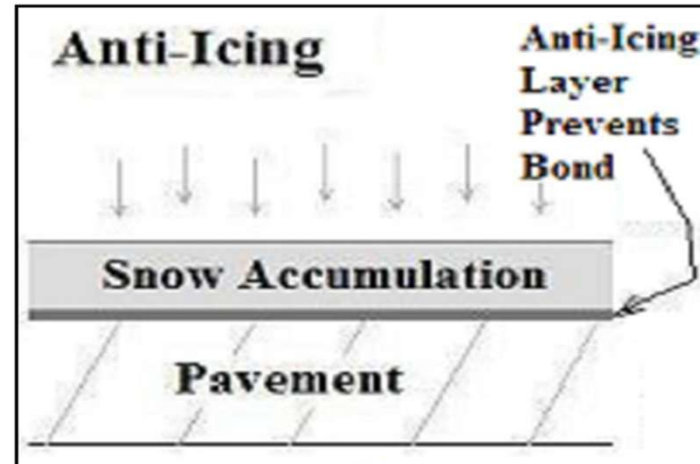
Most Cost Effective

**Minimizes Use of Chemicals
for Anti/De - Icing**



Liquids for Anti-Icing

- ✓ Applied pre-storm based on forecasts
- ✓ Also used in shaded areas prone to frost
- ✓ Reduces ability of snow to 'stick'
- ✓ Improves traction
- ✓ Reduces street clearing costs



Pre-Wetting Application



- ✓ Apply brine to salt as it is cast by spreaders
- ✓ Activates salt toward liquid state
- ✓ Helps salt to 'stick' and not bounce off road
- ✓ Reduces salt application rates by up to 1/3

Liquid Anti-Icing:

**Applied before Precipitation -Helps Prevent Bonding to Pavement
After Precipitation – Helps Promote Melting**



Liquid Applications have Limitations

- Should not be applied when rain is forecast
- Minimally effective for de-icing afterwards
- Difficult to control application during high wind days.



Residents are our Partners



Clearing Mailboxes
Garbage Bin Storage

Clearing Driveways
Clearing Hydrants



A Reminder about Winter Parking Restrictions

- 12:00 AM- 6:00 AM
CITY WIDE
- 2:00 AM - 6:00 AM
DOWNTOWN

VEHICLES MAY BE TICKETED AND NOT TOWED



A Reminder about Winter Parking Restrictions

- TOWING CONTRACTED LOCALLY
- PUBLIC CITY PARKING LOTS HAVE THE SAME RESTRICTIONS AS STREETS



Typical Resident Calls & Concerns

- ☹️ Why was my car towed and where is it?
- ☹️ When will my street be done?
- ☹️ Your plow peeled up my lawn sod!
- ☹️ My street is a skating rink!
- ☹️ You hit my mailbox!

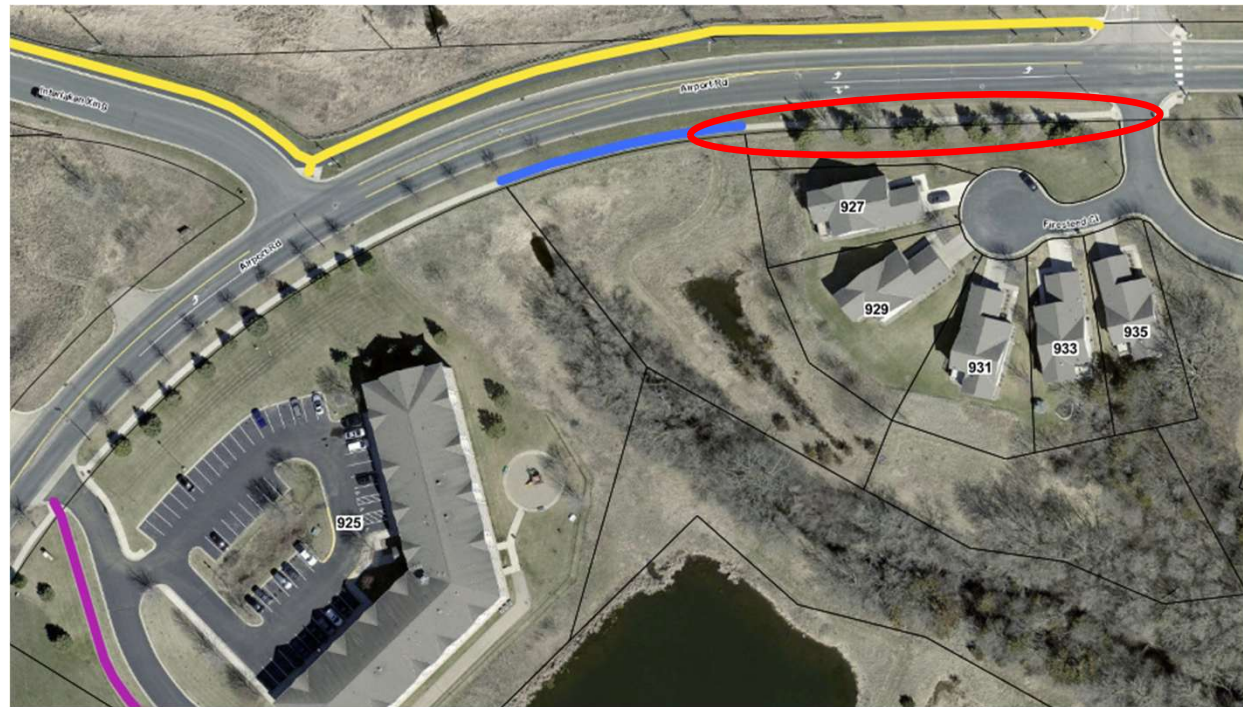


Sidewalk Clearing

In 2023, the City Council made a deliberate decision to align the winter maintenance policy with City ordinance.

City ordinance state that properties are responsible for clearing sidewalks adjacent to their parcels. This provides consistency city-wide.

The City clears all trails.

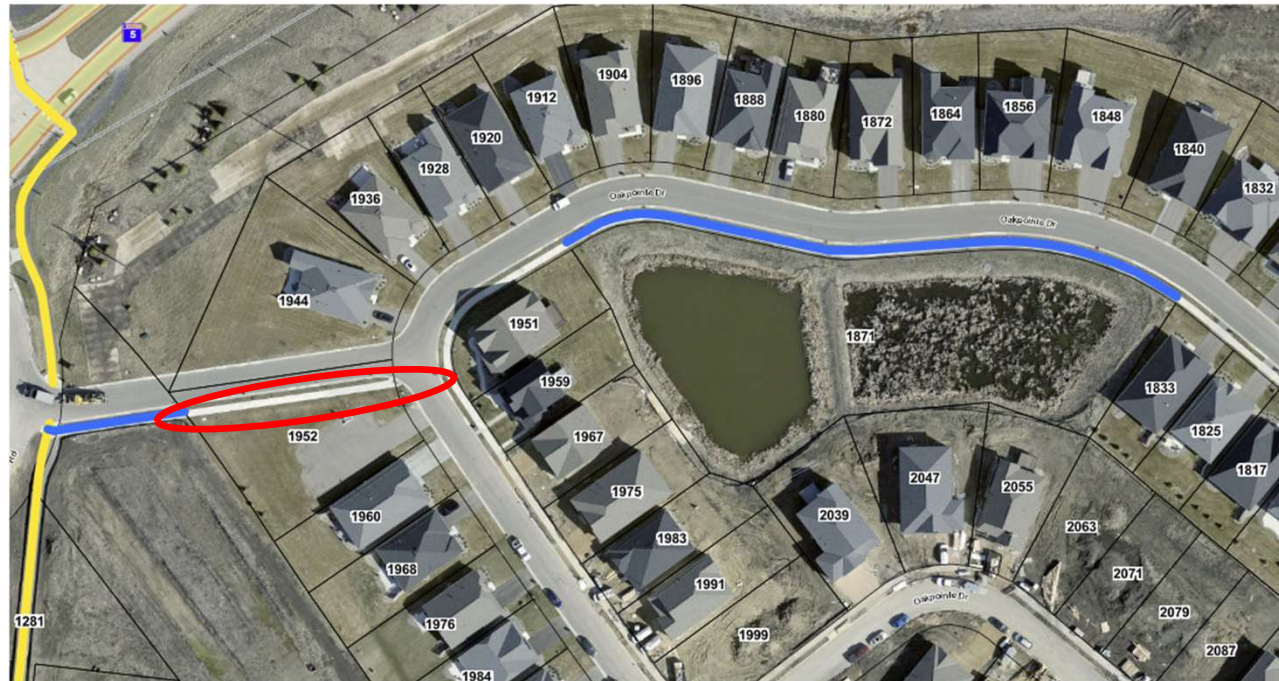


Sidewalk Clearing

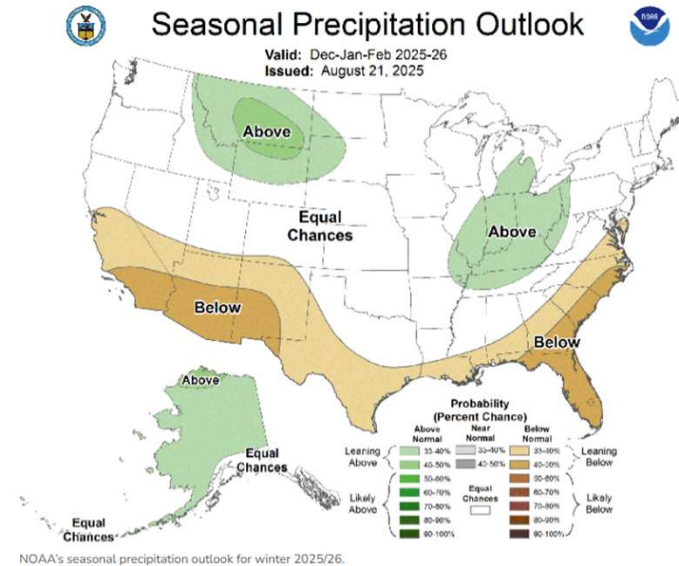
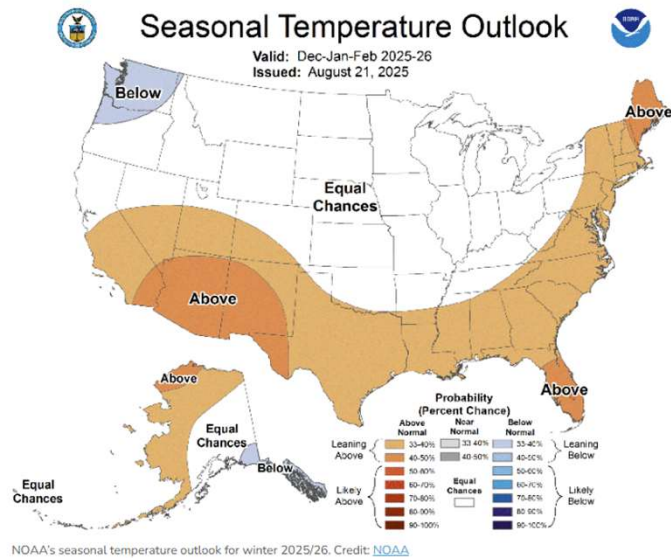
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Forecasting: NOAA

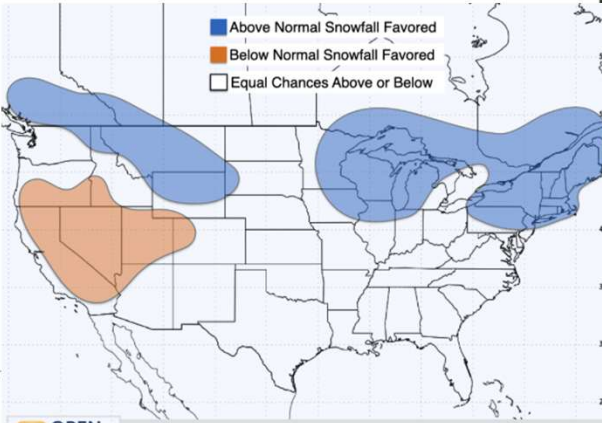
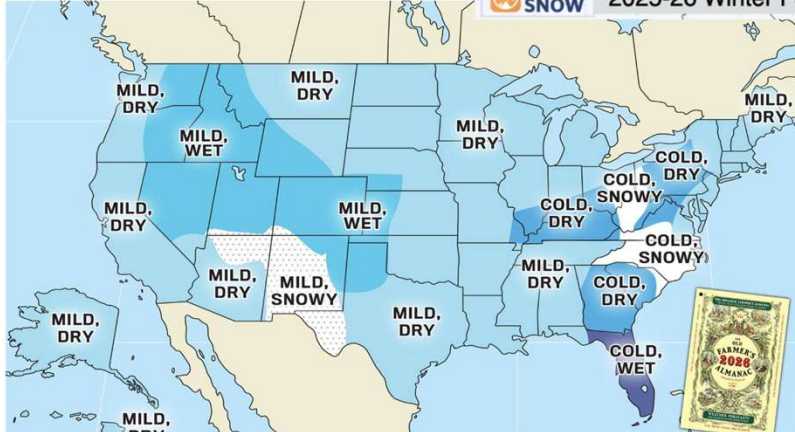


NOAA is predicting a very average winter for the north central United States.

Forecasting: The Interwebs

ALMANAC
Thursday, September 11, 2025

2025-2026 U.S. Winter Weather Forecast



OPEN SNOW

2025-26 Winter Forecast Preview: Snowfall

DW

WINTER FORECAST 2025 - 2026

OVERALL FORECAST



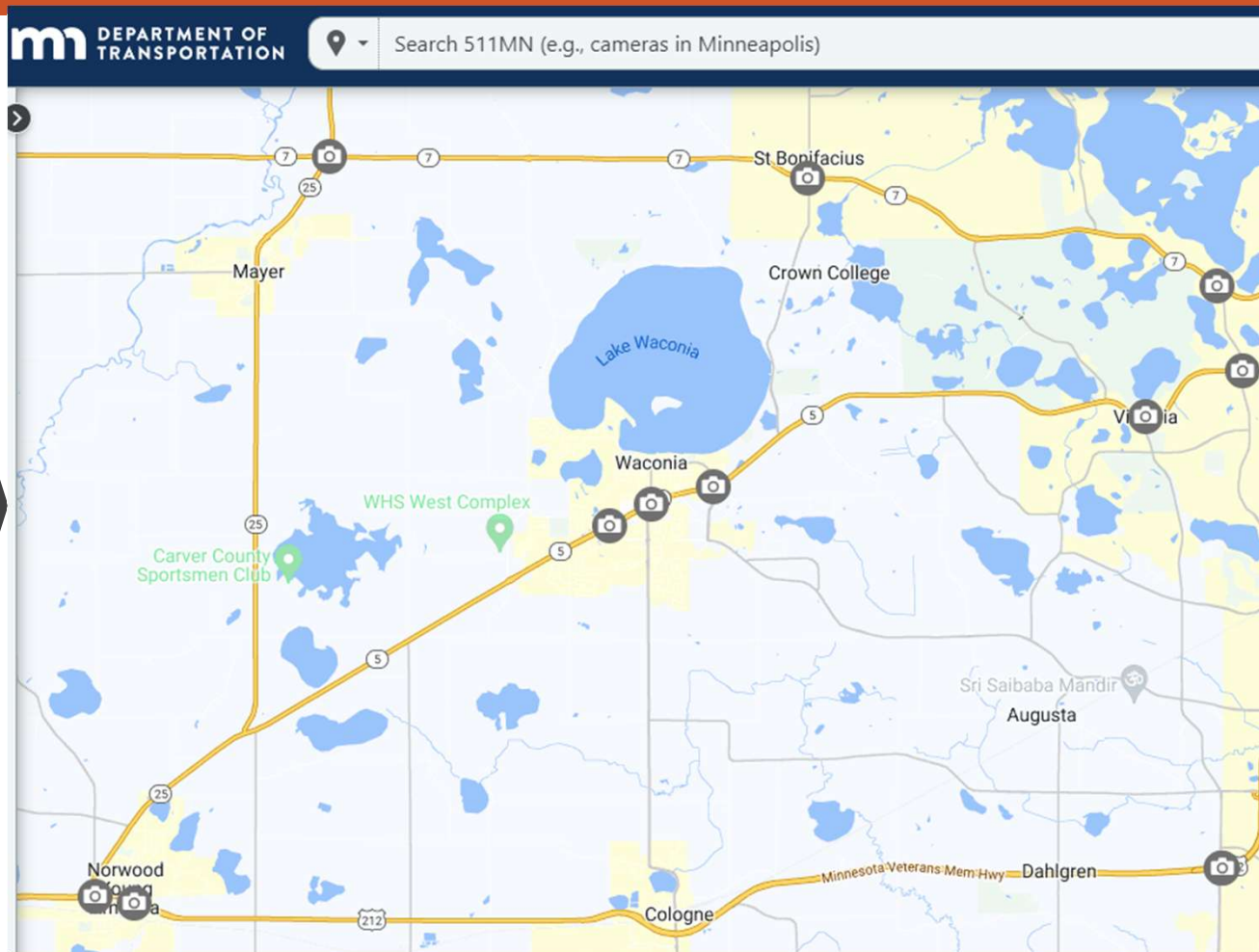
FARMERS' ALMANAC
SINCE 1818

2025-26 WINTER OUTLOOK

Chill Snow Repeat



Forecasting: Local Sources



Questions







REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025		
Item Name:	8.9. Approve Contract for Repair of Brook Peterson Park Fields 5-8		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	Adopt Resolution No. 2024-184 Authorizing staff to execute a contract for infield repairs at Brook Peterson Fields 1-4.		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-230 Authorizing a contract for field repairs at Brook Peterson Park Fields 5-8.			
EXPLANATION OF AGENDA ITEM: The ballfields at Brook Peterson Park are heavily used and programmed throughout the summer. As the infields are continually graded, a large 'bump' in the elevation at the transition from the infield to the outfield is formed. This is problematic from a playing perspective, creates a safety hazard for players running across this area, and for proper drainage over the fields. Staff again met with two contractors specializing in this type of work. The contractor would remove and lower the unsafe, raised lip along the interface of the infield and outfield sod, regrade and restore both sides. - Professional Turf & Restoration (Pro Turf) of Big Lake, MN provided a quote of \$28,000.00 to perform the work using laser guided grading equipment. - MN Sod Company of Welch, MN provided a quote of \$28,464.79 to perform the work with the City providing any additional soil materials needed to complete the work. Staff is recommending the City Council approve the service offered by Professional Turf & Restoration as a more complete and accurate method to perform this safety repair for a slightly higher cost.			
ATTACHMENTS: - Resolution No. 2025-230 Brook Peterson Fields 5-8 - ProTurf Quote - Minnesota Sod Company Quote			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-230**

**RESOLUTION AUTHORIZING BROOK PETERSON
FIELDS 5-8 GRADING AND REPAIR CONTRACT**

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

WHEREAS, the ballfields at Brook Peterson Park are heavily used throughout the season and are in need of regrading where the inner edge of the outfields and the outer edge of the infields meet for improved playability and drainage; and

WHEREAS, the city staff have solicited quotes from two vendors to complete the necessary work; and

WHEREAS, Staff recommend approval of the contract with Pro Turf MN as providing the best value and most complete method to achieve accurate and safe repair of these highly used athletic facilities.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes City staff to execute a contract with Pro Turf MN for repair of the Brook Peterson Fields 5-8.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assisitant City Administrator

July 2, 2025

Mike Mawdsley
City of Waconia
201 South Vine Street
Waconia, MN 55387

Subject: West Softball Fields

Mike:

Professional Turf & Renovation is pleased to offer you an estimate to renovate the softball fields at Brook Peterson. Our services would include:

Softball Infields x 4

- **Remove the lip along the arc and pile spoils on site**
- **Transport ag-lime to the infields in a turf tire dump trailer as needed**
 - **Ag-lime to be supplied by City**
- **Provide equipment and labor to laser grade the infields for optimal drainage and playability**
- **Prep for sod and apply starter fertilizer**
- **Supply and install big roll sod along arc to make sure sprinklers are 12-18" off the edge**
- **Drag infields and rake edges**
- **Sprinkler heads and bases to be adjusted by City as needed**

Total Cost: \$28,000.00

If you have questions, please let me know.

Sincerely,

Andy Hopko



**CITY OF WACONIA
WACONIA, MN**

Sales: Roger Weinbrenner

Waconia- Softball Field Renovations

1400 Oak Avenue Waconia, Minnesota 55387

Est ID: EST5732276

Date: Sep-17-2025

Infield Renovations for Fields 5-8

\$28,464.79

- Survey the fields to assess current conditions and build new elevation plans for better drainage
- Sod cut outfield arcs on all 3 fields to remove lip build up
- Spoils dumped at a client designated location for client removal
- Set a uniform arc on each field and resod 4-6 ft as needed on each field to get proper drainage elevations
- Import 24 tons of client provided Bryan Red Rock to Field 8 (Survey shows it is 24 yds low)Others fields will not need more ag-lime once the lips are removed.
- Reset of ag lime grade to surface drain water off the infield, avoid puddling, and create a safe surface to play on.
- All grading will be performed with Total Station Machine Controlled Grading Equipment with 1/8" accuracy.
- This does not include any irrigation modifications or base anchor corrections. We can add these services if requested or needed upon request.

QUOTES ARE GOOD FOR 30 DAYS.

- ***ALL HEADS AND VALVE BOXES TO BE MARKED BEFORE Arrival.***

Subtotal	\$28,464.79
Taxes	\$0.00
Estimate Total	\$28,464.79

Minnesota Sodding Company
14 Old Deerfield Rd
Welch, MN
55089

P.651-438-3867

mnsodco.com
rweinbrenner@mnsodco.com

page 1 of 2

Contractor: _____
Roger Weinbrenner

Client: _____

Signature Date: 09/18/2025

Signature Date: _____

Email: rweinbrenner@mnsodco.com



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025													
Item Name:	8.10. Material Testing Proposal with AET in Support of the Water Treatment Plant No. 4 Project													
Originating Dept:	Public Services													
Presented By:	Mike Dressel													
Previous Council Action:	[ALTERNATIVE_ACTIONS]													
Item Type:	Consent													
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-231 Authorizing Acceptance for Geotechnical Services in Support of the Water Treatment Plant No. 4 Project. EXPLANATION OF AGENDA ITEM: In preparation to construct the Water Treatment Plant No. 4, the City of Waconia followed best practices of contracting directly with a third party firm for geotechnical services in support of their work. Staff solicited proposals from two firms to provide the required services. The base level testing estimates are as follows: <table style="margin-left: 40px;"> <tr> <td>American Engineering Testing</td> <td style="text-align: right;">\$36,090</td> </tr> <tr> <td>Braun Intertec</td> <td style="text-align: right;">\$41,200</td> </tr> </table> Staff recommends approval of Resolution No. 2025-231 authorizing acceptance of the proposal from American Engineering Testing Inc. ATTACHMENTS: 1. Resolution No. 2025-231 Geotechnical Services - AET WTP 2. American Engineering Testing Quote				American Engineering Testing	\$36,090	Braun Intertec	\$41,200							
American Engineering Testing	\$36,090													
Braun Intertec	\$41,200													
FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: <table style="margin-left: 20px;"> <tr> <td style="text-align: center;"><u> X </u></td> <td>Budgeted</td> </tr> <tr> <td style="text-align: center;"><u> </u></td> <td>Non-Budgeted</td> </tr> <tr> <td style="text-align: center;"><u> </u></td> <td>Amendment Required</td> </tr> </table>		<u> X </u>	Budgeted	<u> </u>	Non-Budgeted	<u> </u>	Amendment Required	ADVISORY BOARD RECOMMENDATIONS: <table style="width: 100%;"> <tr> <td>Planning Commission:</td> </tr> <tr> <td>Park Board:</td> </tr> <tr> <td>Personnel Committee:</td> </tr> <tr> <td>Other:</td> </tr> <tr> <td> </td> </tr> </table>		Planning Commission:	Park Board:	Personnel Committee:	Other:	
<u> X </u>	Budgeted													
<u> </u>	Non-Budgeted													
<u> </u>	Amendment Required													
Planning Commission:														
Park Board:														
Personnel Committee:														
Other:														

**CITY OF WACONIA
RESOLUTION NO. 2025-231**

**RESOLUTION AUTHORIZING APPROVAL OF AGREEMENT FOR SERVICES FOR
GEOTECHNICAL SERVICES IN SUPPORT OF THE
WATER TREATMENT PLANT NO. 4**

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

WHEREAS, it is desirable for the city to contract directly with a third party for a geotechnical evaluation which will characterize subsurface geologic conditions and provide geotechnical recommendations for the design and construction of the water treatment plant; and

WHEREAS, the City Consulting Engineer has solicited proposals from two firms to perform the required material testing associated with the project; and

WHEREAS, staff is recommending acceptance of the proposal from American Engineering Testing, Inc. proposal for anticipated services in an amount of \$36,090.00 for the standard tests plus additional services in the event poor soil conditions are encountered with the project; and

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

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes approval of the agreement for services with American Engineering Testing, Inc. for geotechnical service in support of the Water Treatment Plant No. 4 project.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

September 29, 2025

City of Waconia
c/o Short Elliot Hendrickson Inc.
2351 Connecticut Avenue, Suite 300
Sartell, MN 56377-2485



Attn: Kevin Young, PE
kbyoung@sehinc.com

RE: Proposal for Geotechnical Services
Waconia Water Treatment Plant #4
SEH No. WACON 184394 14.00
Waconia, Minnesota
AET Proposal No. P-0047491

Dear Mr. Young:

American Engineering Testing (AET) is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, our anticipated schedule, and an estimate of our fees.

We have received the original Request for Proposal (RFP) dated September 19, 2025, and Addendum No. 1 dated September 25, 2025.

1.0 PROJECT INFORMATION

The City of Waconia (City) has proposed a new water treatment plant (WTP). SEH is the design engineer and will develop the plans and specifications.

The WTP building will be a two-story structure above grade, featuring cast-in-place concrete tank and foundation walls supported by frost-protected strip footings. The roof will consist of precast concrete planks, and the floors will be concrete slab-on-grade with a finished floor elevation of approximately 1013'-0". Exterior walls will be constructed using either precast concrete or masonry.

Other cast-in-place structures include a backwash tank, clearwell, pumping chamber, detention tank, and filters. More details were included the RFP and reproduced below in Table 1.0.

Table 1.0 – Additional WTP Details

Tank	Type	Dimensions (approx.)	Finished Floor Elevation (ft)	Water Depth (ft)	Top Slab	Notes
Backwash Tank	Buried	32' x 89' Two 16' x 89' cells	996	16	Yes	A portion of the tank will be below NE corner of WTP and a portion will be outside

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Tank	Type	Dimensions (approx.)	Finished Floor Elevation (ft)	Water Depth (ft)	Top Slab	Notes
						of the footprint of the tank
Clearwell	Buried	63' x 57'	1000	11	Yes	Tank will be outside of the footprint of the NW corner of the WTP
Pumping Chamber	Buried	26' x 33'	996	15	Yes	Under NW corner of WTP
Detention Tank	Above Grade	67' x 12'	1013	16	No	Interior baffle wall divides tank into compartments
Filters	Above Grade	69' x 22'	1013	15	No	Four (16'x16') filters will fit within this footprint

The project also includes a paved access road connecting the south side of the facility to Little Avenue, as well as sanitary sewer and watermain. The invert depths were not provided.

2.0 SCOPE OF SERVICES

Per your request, our scope of services is as follows.

2.1 Field Exploration

- We understand the City has obtained the right of entry for the property.
- Mark the borings in the field, based on the locations in Addendum No. 1. Our drill crew will adjust the boring locations depending on the location of utilities and for drill rig access.
- Arrange for clearance of underground public utilities at the boring locations through Gopher State One-Call System.
- Perform 12 standard penetration test (SPT) borings to depths of 15 to 40 feet for a total of 375 feet as listed in the RFP and Addendum No. 1.
- Document the as-drilled boring locations and elevations using GPS equipment with submeter accuracy.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of any private utilities must be arranged by the property owner prior to our drill crew mobilization. Please see our discussion regarding private underground utilities later in this proposal.

We will drill the borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). Depending on the soil conditions encountered, we may also obtain several thin-walled tube samples (ASTM D1587). At the potential stormwater pond location (Boring B-4), we will collect samples continuously at 2-foot intervals to the planned

termination depth. At the remaining boring locations, we will collect samples at 2½-foot intervals to the planned termination depths.

The borings will be drilled and sampled to the depths previously listed, or to refusal, whichever occurs first. Rock coring is not included with our cost estimate. If we encounter organic and/or unsuitable soils at the planned boring termination depths, we will extend that boring at least 5 feet into competent soils.

Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. Representative portions of recovered split-barrel samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We assume that the site is readily accessible for our all-terrain drilling rig. Accessing the off-road boring locations may leave ruts in the ground. We assume that the City or others will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.

We will backfill the boreholes to comply with the Minnesota Department of Health Regulations.

Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians and animals. We assume that the City or others will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian or animal injury after we leave the site.

2.2 Monitoring Well Installation and Sealing

AET will install a temporary monitoring wells (standpipe piezometers) at Borings B-3, B-9, and B-12. The monitoring well screen bottoms will be set near the boring termination depths of:

- Boring B-3, depth of 25 feet
- Boring B-9, depth of 40 feet
- Boring B-12, depth of 40 feet

The well screens will be 5 to 10 feet long and consist of No. 10 slot screen. The sand pack around the screen will be Red Flint Sand and Gravel or equivalent material. The riser pipes will be 2-inch diameter PVC. The monitoring well will have a steel protective casing (pro-top) that will stand approximately 2 to 3 feet above the ground surface. The pro-top will utilize a 6-inch diameter ASTM Schedule 40 steel pipe, 7 or 8 feet in length, and will have a locking cap.

As requested, we will perform water level readings as follows:

- Initial reading immediately after installation
- 1 week after installation
- 4 weeks after installation
- Approximately 2 months after installation, then wells will be sealed immediately after final reading

We have included fees to seal the monitoring wells upon completion of water level monitoring.

2.3 Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. Our services will include laboratory testing of selected soil samples to aid in judging engineering properties of the soils. We will perform moisture content tests on cohesive soils, as appropriate. We also propose two unconfined compressive strengths, three sieve analysis, one P200, and one organic content test. We may substitute other tests from those listed above based on actual soil conditions found in our borings. We have budgeted for up to \$900 in lab testing.

On completion of testing, we will visually/manually classify each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (USCS).

2.4 Report

Following the field and laboratory services, we will prepare and submit a report. The report will include a boring location figure, subsurface boring logs, and laboratory test results. The report will also include descriptions of drilling, sampling, testing, and classification methods, as well as our geotechnical engineering opinions and recommendations regarding the following:

- A summary of the subsurface conditions encountered at the sampled locations, including soil types and observed groundwater levels.
- A review of the soil and groundwater conditions encountered, as well as pertinent engineering properties of the soils.
- Design and construction of bituminous pavements, including subgrade preparation or improvement, sand subbase, and drainage.
- Bituminous pavement section and mix design options for the access road based on an estimated R-value.
- Grading procedures to prepare the structure areas for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement.
- Below grade tank wall backfill recommendations, including estimates of lateral soil pressure.
- Backfilling procedures, including material types and compaction requirements.
- Ground floor slab support, including anticipated modulus of subgrade reaction, and recommendations on the need for a vapor or capillary water barrier.
- Utility installation, including excavation, bedding support, backfill materials, and compaction.
- Hydrologic soil group and estimated soil infiltration rates based on the soil types encountered in the applicable boring, the laboratory index testing performed, and the Minnesota Stormwater Manual.



- Comments on other items which may affect final performance or constructability, such as frost heave, drainage, and dewatering considerations.

3.0 SCHEDULE

Based on our current backlog and weather permitting, the field exploration can be started in about 3 to 4 weeks following authorization and within about 1 to 2 weeks after we are notified that the corn is harvested and we can access the site. The field exploration should be completed within 6 days. Preliminary boring logs can be submitted within 2 weeks following the field exploration. The geotechnical report should be submitted within 4 to 5 weeks following completion of the field exploration. This proposed schedule generally meets the requested schedule in the RFP.

4.0 FEES

4.1 Fee Estimate

Our fees for the scope of services described above will be charged on a lump sum basis as broken out by the task below.

1. Layout & Utility Clearance (includes MDH fees)	\$	2,210
2. Geotechnical Field Services (includes monitoring well installations)	\$	22,320
3. Monitoring Well Readings (4 trips at \$505/trip)	\$	2,020
4. Monitoring Well Sealing	\$	2,190
5. Classification and Laboratory Testing	\$	1,710
6. Project Management & Reporting	\$	4,720
7. Meetings with Structural Engineer (4 hours at \$230/hour)	\$	920

Total Fixed Fee \$ 36,090

Additional drilling beyond a total linear footage of 375 feet will be performed at a cost of \$46 per foot, up to a total of 435 feet. Total footage over 435 feet may require additional mobilization, incurring additional fees.

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing or additional mobilizations, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Our fees will be in effect for 30 days following the date of this proposal, and fees for services authorized after this expiration date will be subject to review and possible escalation.

Because the duration of this project may span more than one billing period, fees may be divided into multiple invoices depending on work progress.

4.2 Minnesota Department of Health Fees

The Minnesota Department of Health (MDH) monitors borehole sealing requirements, which are summarized below. Projects that span multiple properties require multiple notifications.

- For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. The MDH requires that a Sealing Record be submitted to the MDH, with a copy to you and the Property Owner, after the borings are completed.
- In addition, for borings extended to a depth of 25 feet or deeper, all licensed drilling companies must submit written Notification to the MDH prior to drilling, along with a fee of \$125.
- In addition, for monitoring wells installed to a depth of 15 feet or deeper and left in place longer than 3 days, the MDH requires a Well Construction Notification be submitted prior to installation, along with a fee of \$330. The well Owner will also be responsible for long-term MDH fees, if the well is left in place longer than 14 months. Also, special well construction requirements will also apply which will increase our fees for constructing the well.

Our fee estimate includes the MDH fees. The MDH Notification and Sealing Record requires the Property Owner name and mailing address; this information is required before we can drill.

5.0 UNDERGROUND UTILITIES

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call indicates that the property owner is responsible for locating all private underground utilities and structures.** We request that you please coordinate this activity with the property owner and AET prior to AET beginning any subsurface exploration. Please provide us with any maps, plans, and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

6.0 ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site



or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

7.0 TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

8.0 ACCEPTANCE

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

We appreciate the opportunity to provide this service for you and look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing

A handwritten signature in black ink, appearing to read 'Justin Staker'.

Justin L. Staker, PE (MN)
Senior Engineer
jstaker@teamAET.com
651-523-1265

A handwritten signature in black ink, appearing to read 'Thomas Evans'.

Thomas Evans, PE (MN)
Senior Engineer
tevans@teamAET.com
701-690-9732

Attachments: Environmental/Geotechnical Service Agreement – Terms and Conditions
W9
Certificate of Insurance

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0047491

SIGNATURE: _____

PRINTED NAME: TIM LITFIN, MAYOR

COMPANY: CITY OF WACONIA

ADDRESS: 201 SOUTH VINE STREET, WACONIA MN 55387

PHONE NUMBER AND EMAIL: _____

DATE: OCTOBER 6, 2025

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

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: 201 SOUTH VINE STREET, WACONIA MN 55387

AP PHONE NUMBER AND INVOICE EMAIL: finance @waconiamn.gov

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

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

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

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

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

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

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

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

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

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

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

SECTION 7 - PROJECT RECORDS

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

SECTION 8 - STANDARD OF CARE

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

SECTION 9 - INSURANCE

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

9.1 –

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

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

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

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

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

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

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

SECTION 10 - DELAYS

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

SECTION 11 - PAYMENT, INTEREST, AND BREACH

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

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

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

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

SECTION 12 - CHANGE ORDERS

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

SECTION 13 - MEDIATION

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

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

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

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

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

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

SECTION 16 - NON-SOLICITATION

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

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

SECTION 18 - LIMITATION OF LIABILITY

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

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 20 - TERMINATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - GOVERNING LAW

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

SECTION 23 - ENTIRE AGREEMENT

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



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

7/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1562985 AMERICAN ENGINEERING TESTING, INC. 550 CLEVELAND AVE. N ST. PAUL, MN 55114-1804	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: The Travelers Indemnity Company of America		25666
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: The Charter Oak Fire Insurance Company		25615
	INSURER E: Continental Casualty Company		20443
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 22217726 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONT. LIAB/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB9H9151012543G	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESSIONAL LIABILITY INCL. POLLUTION INCIDENT	N	N	ECH254066939	1/1/2025	1/1/2026	EACH CLAIM/AGGREGATE \$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

22217726
EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.11. Approve Execution of Joint Powers Agreement with Carver County for Little Avenue (future CSAH 92) Reconstruction South of Highway 10
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-232 Executing Joint Powers Agreement with Carver County for Little Avenue Reconstruction	
EXPLANATION OF AGENDA ITEM: The construction of the future County State Aid Highway 92 was detailed in the Highway 92 Corridor Study completed in 2020. With the approval of the Holbrook Development, the City and County have an opportunity to advance a portion of the work under the Developers contract and eliminate both rework and future cost increases. Under the City's standard development policies, the developers of the Holbrook site would be required to reconstruct Little Avenue to its current alignment to meet City street standards. This would be done completely at the developer's expense, estimated at \$252,415, plus oversizing reimbursement from the City. The anticipated timing of construction of the roundabout for the future CSAH 92 intersection at Highway 10 is the year 2030, meaning this work would be removed less than five years after being built. This looks to the public like poor planning and a waste of the developers' money. Staff approached the Carver County Highway Department and reached a staff agreement to instead include the reconstruction of this portion under the Developer's project, reimbursing the Developer for all costs in excess of what would be needed to meet the standard city development requirements. The estimated construction cost is approximately \$2,231,740. Based on the Carver County Cost Share Policy for a Developer-Driven project, the City is responsible for approximately \$243,720 (10.9%) of this work. Design and construction administration costs are in addition to this and split similarly based on the construction cost. The developer will still be responsible for the cost of approximately \$252,415 to reconstruct Little Avenue. Under the Developers Agreement, these funds will be applied to the city costs, thereby reducing or eliminating the City's direct cost responsibility. Carver County anticipates paying for their portion from Transportation Tax funds which they have a sufficient balance to advance 95% of the cost to the City to manage progress payments. Final accounting will be balanced at the end of the project. Overall, this approach provides benefits to all parties involved. • The County will see a portion of its project constructed early to avoid future cost increases. • The City also benefits from the advancement of this project and its cost portion covered	

by the adjacent development.

- The developer has their funds applied to the permanent project instead of seeing their work removed in a short time.
- The future neighborhood avoids the impact of construction of this roadway and enjoys improved access immediately.

Staff recommends approval of the JPA to expedite the construction of this portion of Little Avenue to the alignment of the future CSAH 92.

ATTACHMENTS:

1. Resolution No. 2025-232 Execution of JPA Document - Little Ave CSAH 92
2. JPA Little Ave Realignment - FINAL w Exhibits

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. 2025-232**

**RESOLUTION AUTHORIZING MAYOR AND CITY ADMINISTRATOR TO
EXECUTE JOINT POWERS AGREEMENT WITH CARVER COUNTY
FOR LITTLE AVENUE RECONSTRUCTION SOUTH OF HIGHWAY 10**

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

WHEREAS, Little Avenue will be reconstructed in the near future as County State Aid Highway 92 as identified in the Highway 92 Corridor Study; and

WHEREAS, the City has, pursuant to MN Stat 462.358 and the City’s ordinances, entered into a development agreement whereby the City will require the Developer to dedicate and construct public improvements serving the development, including the future CSAH 92; and

WHEREAS, City and County Officials are prepared to execute a Joint Powers Agreement to share the costs of the Project in excess of that required for the development project following the Carver County Highway Cost Share Policy.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the Mayor and City Administrator to execute Joint Powers Agreement with Carver County for construction of a portion of future County State Aid Highway 92.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

**JOINT POWERS AGREEMENT FOR CONSTRUCTION ON
FUTURE COUNTY STATE AID HIGHWAY 92**

THIS JOINT POWERS AGREEMENT FOR CONSTRUCTION ON FUTURE COUNTY STATE AID HIGHWAY 92, ("Agreement") is entered into by and between the City of Waconia ("City"), and the County of Carver ("**County**"), (each individually sometimes hereinafter called a "**Party**" and both sometimes collectively called the "**Parties**"). Each Party is a local governmental unit and political subdivision of the State of Minnesota.

WITNESSETH:

WHEREAS, each Party has statutory authority to establish, locate, construct, improve, and maintain public roads within their respective jurisdictions; and

WHEREAS, the City has, pursuant to MN Stat 462.358 and the City's ordinances, entered into a development agreement whereby the City will require the Developer to dedicate and construct public improvements serving the development, including the future CSAH 92; and

WHEREAS, The future County State Aid Highway 92 ("**CSAH 92**") is to be a duly dedicated public road, located within the corporate limits of the City; and

WHEREAS, the Parties desire to undertake a joint project and cooperate with one another to provide for the construction of a segment of the future CSAH 92 located within the City, including the construction of grading, aggregate base, pavement surfacing, curb & gutter, bituminous trail, storm sewer, and other incidentals ("**Project**"), and to share the costs of the Project as herein provided; and

WHEREAS, the statutory authority of the Parties to enter into this Agreement is provided by Minnesota Statutes, Section 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other Party and for other good and valuable consideration, the receipt of which hereby is acknowledged, the Parties covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purpose. The purpose of this Agreement is to define the rights and obligations of each Party with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The Parties shall cooperate with one another and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties shall exercise good faith to undertake the resolution of disputes that arise between the Parties regarding this Agreement, if any, in an equitable and timely manner. The Project shall be open to inspection of duly authorized representatives of the Parties at any time during normal business

hours and as often as reasonably deemed necessary.

Section 1.03. Relationship To Other Contracts. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Effective Date. This Agreement shall be effective on the date signed by the last Party (“Effective Date”).

Section 1.05. Term. The term of this Agreement shall commence on the Effective Date and terminate on the date the Project is completed, accepted by the Parties and all amounts owed by one Party to the other have been paid in full.

Section 1.06. Recitals. The above recitals are true and correct as of the date hereof and shall be fully made a part of this Agreement, as if set forth in their entirety herein.

Section 1.07 Enabling Authority. Minnesota Statutes, Section 471.59, allows governmental units by agreement entered into through action of their governing bodies to jointly exercise any power common to the contracting parties, and also allows one of the participating governmental units to exercise such powers on behalf of the other participating governmental unit.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a work change order to the Developer approved in writing, which may be electronic, and signed by the City Representative authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project. Each work change order shall be subject to County approval in accordance with Section 3.04.
- (c) **City:** the City of Waconia.
- (d) **City Representative:** Shane Fineran, City Administrator or their authorized designee.
- (e) **City Costs:** the direct and indirect costs of City employees performing services on behalf of the Project, and other incidentals.

- (f) **Construction Phase Professional Services Costs:** the fees and costs for all professional services performed in Construction Phase Activities for the Project.
- (g) **Contract Documents:** the engineering plans for the construction of the Project.
- (h) **County:** Carver County.
- (i) **County Costs:** the direct and indirect costs of County employees performing services on behalf of the Project, and other incidentals.
- (j) **County Representative:** Lyndon Robjent, P.E., Carver County Engineer or their authorized designee.
- (j) **Design Phase Professional Services Costs:** the fees and costs for all professional services performed in Design Phase Activities for the Project.
- (k) **Developer;** the developers of the Holbrook Development, who are bound to construct the Project pursuant to a development agreement with the City dated July 7, 2025.
- (l) **Engineers Estimate:** the professional engineer's opinion of probable cost prior to the bidding of the Project, which encompasses all projected costs tabulated for each Party.
- (m) **Project:** grading, aggregate base, concrete surfacing, curb & gutter, bituminous trail, storm sewer, and other incidentals.
- (n) **Project Costs:** all costs for and associated with the construction of the Project, excluding Design Phase Professional Services Costs, Construction Phase Professional Services Costs, and City/County Costs.
- (o) **Project Location:** CSAH 92 from CSAH 10 to approximately 0.5 mile north of 102nd Street, as generally depicted in Exhibit A.
- (p) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the Party relying thereon, and not the result of willful or negligent action or inaction of the Party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the Party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
 - (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.

- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.
- (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the Parties have no employment relationship and the Parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III **ALLOCATION OF DUTIES**

Section 3.01. Design Phase Activities. Concept and design phase activities, including, but not limited to, field surveys, right of way plats, design, engineering, right-of-way acquisition, and other matters, shall be completed by the Parties as follows:

See attached Exhibit B – Allocation of Duties

Section 3.02. Construction Phase Activities. Construction phase activities, including, but not limited to, the bid process, preparation of contract documents, awarding of contract, construction inspection and surveying and other matters, shall be completed by the Parties as follows:

See attached Exhibit B – Allocation of Duties

Section 3.03. Project Administration. The Project shall be constructed by the Developer pursuant to a development agreement between the developer and the City as authorized by MN Stat. 462.358 (the “**Development Agreement**”), which shall satisfy the City’s obligations provided for in Exhibit B. The Parties acknowledge that, under that statute, the Project construction and materials contracts are not subject to public contract bidding requirements. Pursuant to the Development Agreement, the Contract Documents shall be approved in writing, which may be electronic, by the Parties. The Development Agreement requires insurance coverage by the Developer that will include the Parties as additional insured for the construction of the Project.

Section 3.04. Project Construction. Subject to Uncontrollable Circumstances, the Parties shall cause the Project to be constructed in accordance with the Contract Documents. The County shall have the right to review and approve of any proposed changes to the plans and specifications as they relate to County's cost participation prior to the work being performed.

Section 3.05. Maintenance Upon Project Completion and Final Acceptance. Highway maintenance shall be completed by the Parties, upon project completion and final acceptance of the Project, as follows:

The Parties agree to perform highway maintenance responsibilities that are consistent with the Carver County Cost Participation Policy, Maintenance Section, as shown in Exhibit D, unless superseded by a separate highway maintenance agreement between the Parties. The City will perform all maintenance responsibilities on all roads under the City jurisdiction.

ARTICLE IV **PROJECT COST SHARING**

Section 4.01. Allocation.

(a) The Project Costs for all items shall be divided between the City and County as follows:

See attached Exhibit C – Project Cost Sharing

(b) The Design Phase Professional Services Costs for all items shall be divided between the Parties as follows:

See attached Exhibit C – Project Cost Sharing

(c) The Construction Phase Professional Services Costs for all items shall be divided between the Parties as follows:

See attached Exhibit C – Project Cost Sharing

(d) All other costs including, but not limited to City/County Costs, shall be allocated between the Parties as follows:

See attached Exhibit C – Project Cost Sharing

Section 4.02. Payments to Developer. The City shall make partial progress payments to the Developer and the final payment to the Developer in accordance with the Development Agreement.

The Parties acknowledge that the total cost to the Parties payable to the Developer for construction of the Project is set and not subject to change, according to the terms of the Development Agreement. The County, or their designated County Representative, shall have the right to approve of any Change Orders prepared by the City that affect the County's cost share of the construction cost.

The County further agrees that it will participate in the settlement of any claim from the Developer for the Project that involve delays attributable to unreasonable delays in approval by the County for plan or specification changes deemed necessary by the City Engineer or staff, to the extent the change is allowed under the Development Agreement. The amount of the County's participation in any such claim shall be commensurate with the percentage of delay directly attributable to County's actions.

Section 4.03. Adjustments and Reconciliation. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the designated City representative shall provide County with a reconciliation of all costs for the Project and the respective contributions of the Parties for the review and approval of the Parties.

Section 4.04. Exclusive Responsibility. All aspects of application for State of Minnesota for State and Federal Funds and the grant thereof by the State, are the exclusive responsibility of the City, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of any such funds is the sole property of the City, to use as the City shall see fit.

Section 4.05. Payment to City. The County agrees to reimburse the City for costs incurred, pursuant to Section 4.01. Unless previously deposited as provided herein, the County is responsible to pay these monies to the City within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced monthly and upon final acceptance of the Project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

After an award by City to the successful bidder on the Project, The City shall invoice the County to deposit with the City ninety-five (95) percent of the estimated County's share in the Project Costs within 30 days of execution of this Agreement

Section 4.06. Payment to County. The City agrees to reimburse the County for costs incurred, pursuant to Section 4.01. The City is responsible to pay these monies to the County within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced monthly and upon final acceptance of the Project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

City: Shane Fineran
City Administrator
City of Waconia
201 S. Vine Street
Waconia, MN 55387

County: Lyndon Robjent, PE
County Engineer
Carver County Public Works
11360 Hwy 212 West, Suite 1
Cologne, MN 55322

Either Party may change its address or authorized representative by written notice delivered to the other Party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Terms, Representations and Warranties. The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the execution and termination of this Agreement. The terms of Sections 3.05, 5.14, 5.15, 5.16 and 5.17 shall survive the expiration, termination or withdrawal from this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any

paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. The Laws of the State of Minnesota shall apply to this Agreement.

Section 5.09. Final Payment. Before final payment is made to the Contractor, the Contractor shall provide a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.10. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 5.11. Further Actions. The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 5.13. Employees. It is further agreed that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of said City employees which so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

Section 5.14. Indemnification. The Parties' total liability under this Agreement shall be governed by Minn. Statutes, Section 471.59, Subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Section 5.15. Records – Availability and Access

- A. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- B. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.16. Data Practices. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Section 5.17. Nondiscrimination. During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 5.18. Default and Withdrawal. Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both Parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both Parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both Parties in writing.

Section 5.19. Third Party. This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

[Remainder of page intentionally blank]

IN TESTIMONY WHEREOF, The Parties hereto have caused these presents to be executed.

City of Waconia, Minnesota

Mayor

Date: _____

Attest:

Administrator/Clerk

Date: _____

Approved As To Form:

Attorney

Date: _____

County of Carver, Minnesota

County Board Chair

Date: _____

Attest:

County Administrator

Date: _____

Approved As To Form:

County Attorney

Date: _____

Exhibit A - Project Location Map

County State Aid Highway 92 Realignment and Construction

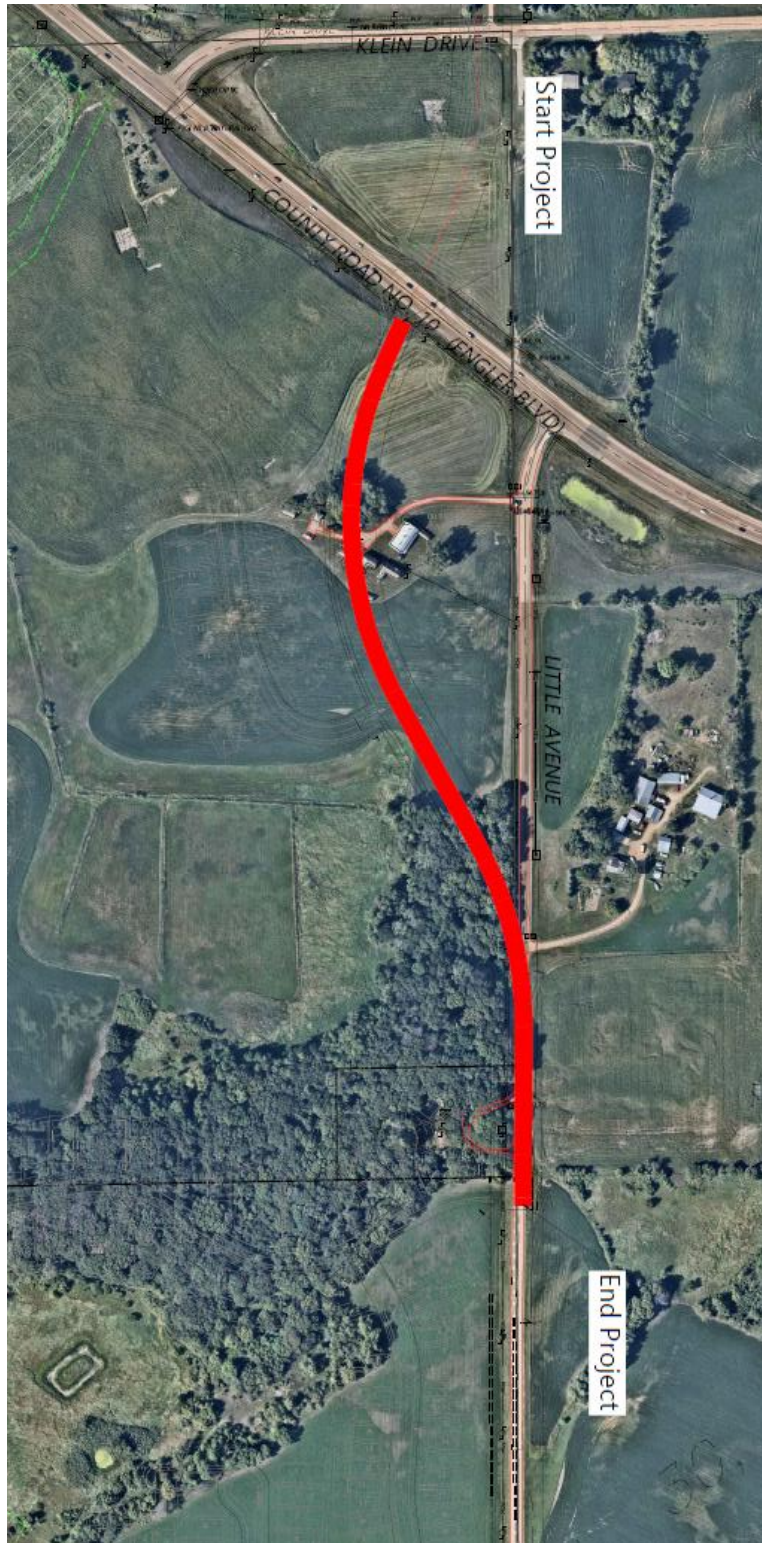


Exhibit B – Allocation of Duties

County State Aid Highway 92 Realignment and Construction

Allocation of Duties

Design Phase Activities

City will complete all design phase activities of the Project and procure necessary Design Phase Professional Services.

It is mutually agreed that the City has the authority to acquire all fee title, permanent and temporary easements required for the Project. The City shall notify the County, no later than fourteen (14) days prior to city council action to approve of eminent domain, if the land acquisition for the Project cannot be acquired by direct purchase. County does not object to the City, subject to authorization from its city council, from acquiring any land that cannot be acquired by direct purchase through the eminent domain process under Minnesota Statutes Chapter 117. Subject to authorization from its city council, County does not object to the City exercising the power of eminent domain related to the Project in the City's name. The City shall not exercise the power of eminent domain related to the Project in the County's name.

It is mutually agreed upon that County staff will need to be involved in giving direct input and direction to City's consultant for the design of County infrastructure improvements.

Construction Phase Activities

City will complete all construction phase activities of the Project and procure necessary Construction Phase Professional Services, and that City will provide for the construction inspection services for all City utilities constructed with the Project.

Exhibit C – Project Cost Sharing

County State Aid Highway 92 Realignment and Construction

Project Cost Sharing

The County and City agree that items not specifically covered by this agreement will be cost shared by the parties in accordance with the current version of the Carver County Cost Participation Policy, for a Development Driven Project, which is attached hereto as Exhibit D. County and City agree to cost share as follows:

Project Costs

The County and City agree to cost share Project Costs in accordance with the Carver County Cost Participation Policy (Exhibit D) and augmented by the following:

1. The Project is to be constructed by the developer of the surrounding property (“Developer”) known as the Holbrook Development. The Developer shall contract for the construction of the Project to meet County and City standards. The Project will be designed and built to Minnesota Department of Transportation County State Aid Highway Standards. The City has a separate development agreement addressing the cost share and responsibilities for the Project between the City and the Developer.
2. The County and City agree to evenly split (50% County/50% City) all right of way acquisition costs. The City shall require that the Developer will dedicate right of way for future County State Aid Highway 92, in the location and width as directed by the County in accordance with the County’s 2040 comprehensive plan for a 2 lane urban highway with a trail on the west side of the highway, at no cost to the City and County. Right of way acquisition includes all costs related to the acquisition of property except professional services.
3. The County agrees to transfer property or grant easement rights to the City of County owned property needed for the Project at no cost to the City.
4. The County agrees to pay for all County requested improvements that are included in the Project, that the City does not deem necessary to carry out the scope of the Project. The Engineers Estimate and any Change Orders will show such County requested improvement costs for County approval.
5. The Parties agree that the cost participation table shown in **Exhibit C1** represents an estimate of the total costs for the Project and serves as a guide to how these costs will be split according to **Exhibit C** by the Parties as well as how any state funds will be allocated.

Exhibit C – Project Cost Sharing

Design Phase Professional Services Costs

The County and City agree to cost share Design Phase Professional Services Costs in accordance with the Carver County Cost Participation Policy (Exhibit D) and augmented by the following:

1. The County and City agree to evenly split (50% County/50% City) all right of way related professional services costs.
2. All remaining professional services costs will be split in accordance with the Carver County Cost Participation Policy (Exhibit D) and will be considered the same as engineering services.

Construction Phase Professional Services Costs

The County and City agree to cost share Construction Phase Professional Services Costs in accordance with the Carver County Cost Participation Policy (Exhibit D) and augmented by the following:

1. The County and City agree to evenly split (50% County/50% City) all right of way related professional services costs.
2. All remaining professional services costs will be split in accordance with the Carver County Cost Participation Policy (Exhibit D) and will be considered the same as engineering services.

Other Costs

The County and City agree to cost share Other Costs in accordance with the Carver County Cost Participation Policy (Exhibit D) and augmented by the following:

1. The County and City agree to evenly split (50% County/50% City) all right of way related County direct and indirect costs of staff costs.
2. All remaining City direct and indirect costs of staff and other incidental costs will be split with the County in accordance with the Carver County Cost Participation Policy (Exhibit D) and will be considered the same as engineering services.
3. The County agrees to not bill City for direct and indirect internal staff costs for the Project in order to support the County administration of the project for County.

Exhibit C1 - Project Cost Sharing				
Description	Unit	Estimated Quantity	Unit Price	Total Price



Carver County

Division of Public Works

COST PARTICIPATION POLICY

Applicable to Cooperative Highway Projects between Carver County and Municipalities.

Adopted by the Carver County Board of Commissioners on February 17, 1998.

Amended by the Carver County Board of Commissioners on February 13, 2007, and March 19, 2013.

A. Construction Cost Share – Conventional Project (Projects programmed in the County 5-year CIP.)

Project Items	County Share	Municipality Share	Note
Right of Way	By Negotiation	By Negotiation	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100%	0%	2
Aggregate Base and Surfacing	100%	0%	3
Parking Lanes on 4-lane or 6-lane road	0%	100%	4
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	5
Culverts	100%	0%	
Concrete Sidewalk	0%>5000 Population 50%<5000 Population	100%>5000 Population 50%<5000 Population	6
Concrete Curb and Gutter and Pedestrian Ramps	0%>5000 Population 50%<5000 Population	100%>5000 Population 50%<5000 Population	7
Concrete Median and Median Curb	100%	0%	8
Concrete Driveway Entrances (Apron)	100%	0%	9
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg	By Leg	
Traffic Signals	By Leg	By Leg	10
Intersection Lighting	By Leg	By Leg	11
Street Lighting	0%	100%	12
Bridges	By Negotiation	By Negotiation	
Trails along county highway	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	13
Trail Underpass/Overpass	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	14
Landscaping	25% up to State Aid Limit	75%	15
Aesthetic Treatments	0%	100%	16
Highway Signs	100%	0%	
Electronic/Specialty Signs	By Negotiation	By Negotiation	
Noise Walls	By Negotiation	By Negotiation	17
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	
Other items	By Negotiation	By Negotiation	



Carver County

Division of Public Works

Conventional Project Notes

1. Fee title and permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system including the property needed for storm water treatment basins and wetland mitigation sites.
2. Includes grading and removal items. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
3. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
4. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
5. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow from the right of way to the total contributing flow.
6. Existing sidewalk impacted by the highway construction will be replaced in kind by the county.
7. Existing curb and gutter and pedestrian ramps impacted by the highway construction will be replaced in kind by the county.
8. The county pays for standard median design which is plain concrete. If a municipality requests decorative median the municipality pays the additional cost above the cost of a standard median.
9. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
10. Applies to new and replacement traffic signals. Includes all components that make up a permanent warranted traffic control signal system with steel poles and mast arms installed at an intersection of a county highway and public roadway at an approved location by the county. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
11. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.
12. Decorative type lighting along the roadway.
13. Applies to trails constructed with county road projects only. Stand alone trail projects are handled separately. Locations and descriptions are shown in the Carver County Comprehensive Plan and other related trail plans and policy documents. Applies to all costs associated with trail including but not limited to: grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts and additional right way needed for the trail. The county will only participate in trails constructed to meet State Aid Rules and Standards. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation. Townships are exempt from paying for trails.
14. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program.
15. Landscaping items as approved by the county. State Aid limit is 5% of annual construction allotment.
16. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc. All approved median plantings require irrigation.
17. Additional costs for decorative noise walls will be the responsibility of the requesting agency.



Carver County

Division of Public Works

B. Construction Cost Share – Development Driven Project (Projects not programmed in the County 5-year CIP)

Project Items	County Share	Municipality Share	Note
Right of Way	0%	100%	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100% for through lane and shoulder (up to 44' wide). 50% for additional through lanes and median. 100% for county rd. to county rd. turn lanes.	0% for through lane and shoulder (up to 44' wide). 50% for additional through lanes and median. 100% for city st. to county rd. turn lanes and county rd. to city st. turn lanes	2
Aggregate Base and Surfacing	Same as Grading	Same as Grading	
Parking Lanes on 4-lane or 6-lane road	0%	100%	3
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	4
Culverts	100%	0%	
Concrete Sidewalk	0%	100%	
Concrete Curb and Gutter and Pedestrian Ramps	0%	100%	
Concrete Median and Median Curb	50%	50%	5
Concrete Driveway Entrances (Apron)	100%	0%	6
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg if meets warrants by opening. By Leg up to 50% if meets warrants for design year. 0% if does not meet warrants for design year.	By Leg if meets warrants by opening. By Leg but no less than 50% if meets warrants for design year. 100% if does not meet warrants for design year.	
Traffic Signals	By Leg if meets warrants by opening. 50% of County Legs if meets warrants for design year. 0% if does not meet warrants for design year.	By Leg if meets warrants by opening. 100% of City legs plus 50% of County Legs if meets warrants for design year. 100% if does not meet warrants for design year.	7
Intersection Lighting	By Leg	By Leg	8
Street Lighting	0%	100%	9
Bridges	By Negotiation	By Negotiation	



Carver County

Division of Public Works

	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	
Trails along county highway			10
Pedestrian Underpass/Overpass	0%	100%	11
Landscaping	0%	100%	12
Aesthetic Treatments	0%	100%	13
Highway Signs	100%	0%	
Electronic/Specialty Signs	By Negotiation	By Negotiation	
Noise Walls	0%	100%	14
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	
Other items	By Negotiation	By Negotiation	

Development Driven Project Notes

1. Fee title and permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system including the property needed for storm water treatment basins and wetland mitigation sites. The cost share for right of way needed outside the boundaries of a development plat will be negotiated.
2. Includes grading and removal items. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
3. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
4. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow. County share is based on the contributing flow from the right of way less roadway surface areas that the municipality pays for. The municipality share is the contributing flow from outside the right of way plus roadway surface area the municipality pays for. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.
5. The county pays for standard median design which is plain concrete. If a municipality requests decorative median the municipality pays the additional cost above the cost of a standard median.
6. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
7. Applies to new and replacement traffic signals. Includes all components that make up a permanent warranted traffic control signal system with steel poles and mast arms installed at an intersection of a county highway and public roadway at an approved location by the county. To meet signal warrants, the intersection must meet either the four hour or the eight hour vehicular volume warrant standard. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
8. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.
9. Decorative type lighting along the roadway.
10. Applies to trails constructed with county road projects only. Locations and descriptions are shown in the Carver County Comprehensive Plan and other related trail plans and policy documents. Costs associated with trail include grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts and additional right way needed for the trail. The county will only participate in trails constructed to meet State Aid Rules and Standards. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation.
11. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program.
12. Landscaping items as approved by the county.
13. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc. All approved median plantings require irrigation.
14. Additional costs for decorative noise walls will be the responsibility of the requesting agency.



Carver County

Division of Public Works

- C. Maintenance - Maintenance of county highways constructed under this policy will be as follows unless specified differently in a separate maintenance agreement.**
1. The county is responsible for maintenance of the county highway between curbs or between outside edges of shoulders. This includes but is not limited to snow and ice control, patching, crack sealing, seal coating, pavement rehabilitation, shouldering, striping and sign replacement. In addition, the county is responsible for routine maintenance outside the edge of shoulder and within the right of way of a rural county highway. The county may enter into agreements with municipalities to perform highway maintenance.
 2. The municipality is responsible for maintenance of the boulevard, landscaped median, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, aesthetic treatments, and other urban appurtenances within the right-of-way of an urban county highway.
 3. The county is responsible for maintenance of bridges and culverts on the county route.
 4. The municipality is responsible for maintenance of its utilities and storm sewer systems including detention/treatment basins. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.
 5. The county is responsible for maintaining roundabouts with the exception of island landscaping and aesthetic treatments which are the responsibility of the municipality.
 6. Unless stipulated by special agreement, the county will own and is responsible for maintaining traffic signal systems (with the exception of the attached lighting) at county road intersections with local public roadways and private streets. The municipality is responsible for maintaining the signal lighting and the electrical power to the signal system. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
 7. The municipality is responsible for maintenance of intersection lighting at a county road and local road intersection. The county is responsible for maintenance of intersection lighting at a county road and county road intersection.
 8. The municipality is responsible for the maintenance of street lights.
 9. The municipality is responsible for maintaining trails within the county highway right-of-way. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation.
 10. The municipality is responsible for maintaining pedestrian underpasses and overpasses.
 11. The county is responsible for maintaining highway signs.
 12. The county is responsible for maintaining electronic/specialty signs. The costs of maintenance will be shared at the same percentage as the original installation.
 13. Maintenance of noise walls is the responsibility of the agency paying for the initial installation.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025		
Item Name:	8.12. Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-233 Accepting Donation and Approving Pass Through Recommendation from Waconia Fire Relief Association EXPLANATION OF AGENDA ITEM: The City received a donation from the Waconia Fire Department Gambling Board totaling \$13,500. The gambling board approved this donation as a pass-through for the following purposes: • \$5,000 – First Street Holiday Lighting Decorations — Seasonal lighting enhancements (Streetlight utility fund) • \$4,000 - Fire Station Holiday Lighting Decorations - Station specific holiday decor (Fire operating budget) • \$1,500 - Fire Station Floor Protection Under Vintage R.E.O. Showcase Truck (Fire operating budget) • \$3,000 - Fire Station Open House Event Supplies & Food (Fire operating budget) With the Council’s acceptance of the donation and recommended purpose for pass through by the gambling board, City staff will recognize the donation revenue and off-setting expenditures in the General Fund — Fire budget (101) and Streetlight Utility budget (668).			
ATTACHMENTS: 1. Resolution No. 2025-233 Gambling Donation			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: General Fund - Fire (101) & Streetlight Utility Fund (668)		Planning Commission:	
Budget Information:		Park Board:	
☐ Budgeted ☒ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

CITY OF WACONIA
RESOLUTION NO. 2025-233
RESOLUTION ACCEPTING DONATION AND PASS THRU RECOMMENDATION FROM
WACONIA FIRE RELIEF ASSOCIATION

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>	<u>Department/Fund</u>
Waconia Fire Gambling Board	Check	\$13,500	General Fund

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

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

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

- \$5,000 – First Street Holiday Lighting Decorations - Seasonal lighting enhancements (Streetlight utility fund)
- \$4,000 - Fire Station Holiday Lighting Decorations - Station specific holiday decor (Fire operating budget)
- \$1,500 - Fire Station Floor Protection Under Vintage R.E.O. Showcase Truck (Fire operating budget)
- \$3,000 - Fire Station Open House Event Supplies & Food (Fire operating budget)

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

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

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.13. Sale or Disposal of Surplus Equipment
Originating Dept:	Finance
Presented By:	Nicole Meyer
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-234 Approving Surplus Equipment and Sale

EXPLANATION OF AGENDA ITEM:

With approval of the weight room flooring project at Safari Island Community Center, staff is looking to dispose of the old rubber flooring. They have talked with a few groups that might be interested in using some of it at their facilities in smaller spaces or for replacement of some areas that are worn out. Staff are requesting the current flooring be deemed surplus equipment and be sold or properly disposed of.

The City will list the used flooring for sale as-is at City Hall and the community center and sell it to the highest bidder with a minimum bid. Funds from the sale will be recognized in the PIR Capital Project Fund (103) as reimbursement revenue.

ATTACHMENTS:

1. Resolution No. 2025-234 Surplus Equipment

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR Capital Project Fund (103) Budget Information: _____ Budgeted _____ Non-Budgeted _____ Amendment Required	Planning Commission:
	Park Board:
	Personnel Committee:
	Other:

**CITY OF WACONIA
RESOLUTION NO. 2025-234**

RESOLUTION APPROVING SURPLUS EQUIPMENT AND SALE

WHEREAS, Safari Island Community Center staff have identified equipment that is no longer used in the department's operation; and

WHEREAS, the list of surplus items includes the following:

- Weight Room Rubber Flooring (removed June 2025)

WHEREAS, funds received for the equipment with saleable value will be recognized in the PIR Capital Project Fund (103) as reimbursement revenue; this off-setting the expenditure for the new flooring purchase; and

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

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

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.14. Request for Carver County Board to Support Regional Solicitation Application
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-235 Requesting Carver County Support Application for Regional Solicitation Funds for CSAH 10 Trail	
EXPLANATION OF AGENDA ITEM: Carver County staff have indicated that they will need Board of Commissioners approval to submit a Regional Solicitation grant application to the Metropolitan Council in 2026. This program can help fund multiuse bicycle and trail facilities. The CSAH 10 corridor is noted in the County's Comprehensive Plan as a future linking trail corridor and would be adjacent to existing County road right of way. The attached resolution requests and supports this application by Carver County.	
ATTACHMENTS: 1. Resolution No. 2025-235 County Support Solicitation Application 2. Carver County 2040 Comprehensive Plan Trails and Trail Corridors	
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. 2025-235**

**RESOLUTION REQUESTING THAT CARVER COUNTY SUPPORT APPLICATION
FOR REGIONAL SOLICITATION FUNDS
FOR CSAH 10 REGIONAL TRAIL CONNECTION**

WHEREAS, connection to the Dakota Rail Regional Trail by residents and visitors to the City of Waconia is needed; and

WHEREAS, the City of Waconia has invested in numerous trail connections that provide connectivity to and along the CSAH 10 corridor in the community; and

WHEREAS, Carver County has identified existing and search corridors for linking and destination trails as part of their 2040 Comprehensive Plan; and

WHEREAS, the County Road 10 Regional Trail linking trail can utilize existing road right of way connecting the City of Waconia local trail system to the Dakota Rail Trail destination trail; and

WHEREAS, the City of Waconia requests and supports the application by Carver County to the Metropolitan Council for Regional Solicitation funds to support the connection of this corridor from the intersection of Waconia Parkway North and CSAH 10 to the Dakota Rail Regional Trail; and

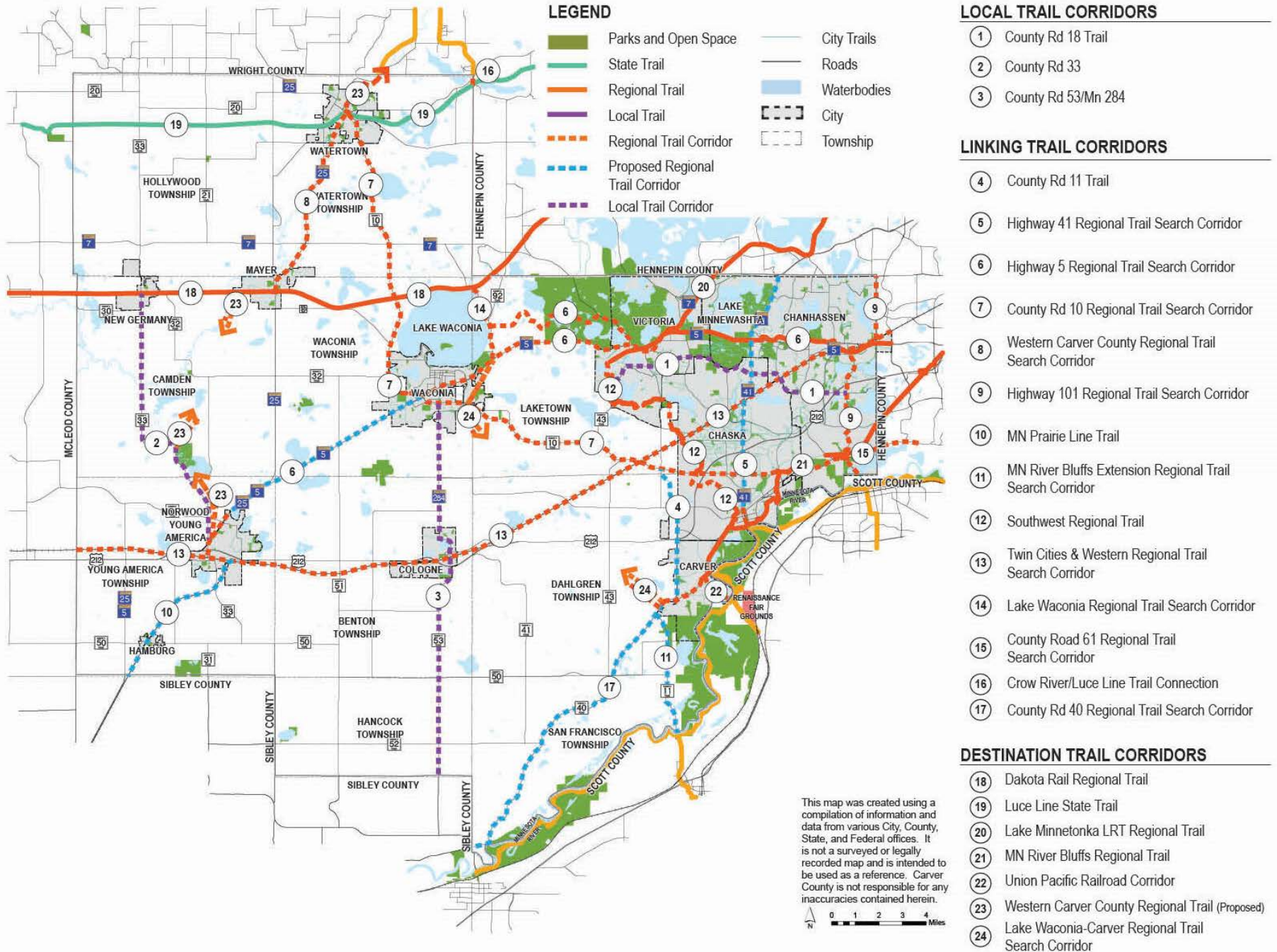
NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves this request for the Carver County Board of Commissioners to approve application to the Metropolitan Council Regional Solicitation.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

◇ **Figure 6.11: Trails & Trail Corridors Plan**





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025		
Item Name:	8.15. Accepting Cash Donation for Holiday Lighting		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-236 Accepting Cash Donation for Holiday Lighting			
EXPLANATION OF AGENDA ITEM:			
The City received the following donations for holiday lighting enhancements for the downtown area: • Waconia Lion's Club - \$5,000 • American Legion Post 150 - \$5,000 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the street light utility fund 2025 budget. Offsetting expenditures for the enhanced lighting will be expensed as part of the 2025 actual expenditures.			
ATTACHMENTS:			
1. Resolution No. 2025-236 Donations Holiday Lights			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☐ Budgeted ☒ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-236**

RESOLUTION ACCEPTING CASH DONATION FOR HOLIDAY LIGHTING

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Waconia Lion's Club	Cash	\$5,000
American Legion Post 150	Cash	\$5,000

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

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered in the street light utility fund for enhancement of the City's holiday lights.

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

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

Adopted by the City Council of the City of Waconia this 6^h day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.16. Special Event Permit - Paws Inn Pet Parade
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-237 Approving Special Event Permit Paws Inn Pet Parade	
EXPLANATION OF AGENDA ITEM: Paws Inn Pet Store has submitted a Special Event Permit for the annual Howl-O-Ween Pet Parade scheduled for Thursday, October 23, 2025, from 2:00 p.m. to 7:00 p.m. The event will utilize the public parking lot adjacent to the storefront at 120 S Vine Street for event staging and a food truck. This lot will be closed to public parking during the event. The parade will take place along local sidewalks, where customers and their pets can showcase their Halloween costumes. No street or sidewalk closures are being requested for this event.	
ATTACHMENTS: 1. Resolution No. 2025-237 Special Event Permit 2. Special Event Permit - Paws Inn Pet Parade	
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. 2025-237**

**RESOLUTION APPROVING SPECIAL EVENT PERMIT
PAWS INN PET PARADE**

WHEREAS, the City of Waconia has received a Special Event Permit to occur on municipal parking lot and sidewalks; and

WHEREAS, the Howl-O-Ween Pet Parade will take place on Thursday, October 23, 2025, from 2:00 p.m. to 7:00 p.m.; and

WHEREAS, municipal parking lot will be utilized directly adjacent to 120 S Vine Street for event staging and a food truck; and

WHEREAS, municipal sidewalks will be utilized adjacent to Vine Street, Main Street, Olive Street, and 1st Street with no closures requested; and

WHEREAS, adequate barricades shall be obtained, placed, and removed by the applicant as approved by the City; and

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

Adopted by the City council of the City of Waconia this 6th Day of October 2024.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

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

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

Section 1. CHECKLIST OF REQUIRED INFORMATION**Select any of the following that apply to this event:**

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

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

Section 2. REQUIRED LICENSE INFORMATION – complete every question**A. Information about who is completing and submitting this application**

1. First Name Jodi		2. Last Name Theis	
3. Primary Telephone Number 612-532-4982	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number 612-8061854	6. Type of Phone: ☐ Cell ☒ Business ☐ Home ☐ Other
7. Email Address joditheis@pawsinnpe			
8. Please send official notices relating to this license to: ☐ Mailing Address ☐ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☐ Manager ☐ Agent for the Owner ☐ Other	

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

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

C. Mailing Address Information

18. Name of organization or individual to whom correspondence should be sent about this permit Paws Inn Pet Essentials			
19. Email Address joditheis@pawsinnpe.com			
20. Mailing Address 120 South Vine St	21. City Waconia	22. State mn	23. Zip Code 55387
24. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email			

D. License Holder Information**Provide information about who this license will be issued to**

25. Entity license will be issued to Paws Inn Pet Essentials			
26. Business Federal Tax ID Number/Tax Exempt Number 82-2783979		27. Business State Tax ID Number 5399858	
28. Business Address 120 South Vine St	29. City Waconia	30. State mn	31. Zip Code 55387

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

32. Name of Event Howleen Event	
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 10/23/2025	
34. Time of Event 3.30pm	35. Set up start time and clean up finish time 2pm to 7pm

36. Location of Event –Street Address 120 South Vine St	37. City Waconia	38. State Mn	39. Zip Code 55387
40. Description of area to be used at the event location for activities (Attach additional sheets as needed) <i>***A detailed diagram of the site plan is also required to be submitted</i>			
We would like to use the parking lot in front of Paws Inn Pet Essentials for Booths and a food Truck			
41. Is your event in a City park? ☐ Yes ☒ No			
If yes, you must schedule use of the park with City Hall as well. Call: 952-442-2615			
42. Is your event outdoors? ☒ Yes ☐ No			
43. Estimated Number of Attendees- 75 to 150	44. Are tickets being sold? ☐ Yes ☒ No		
45. What is the admission charge, if any none	46. Purpose of event proceeds (if applicable)		
47. Describe how attendance will be monitored and limited if necessary We will have staff monitoring people and keeping a flow going so they are not all in one area			
48. Describe any entertainment being provided A community Halloween event featuring vendor booths, a pet parade through downtown, a costume contest, and photo opportunities. The event runs from 3:30–6:00 PM, with the parade at 4:00 and contest immediately following.			

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

We are looking to have a food truck at the event.

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

We will have a staff member/ volunteer assigned to be in charge if an emergency arises, with a plan in place on what to do depending on the emergency. We also have a first aid kit.

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

51. Will you be providing additional trash receptacles?

☐

Yes

Company providing this service:

Number of receptacles:

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

☒

No

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

We have a large trash receptical and will also put out several additional cans for people



52. Will you be providing toilets and wash stations?

☐

Yes

Company providing this service:

Number of toilets:

Number of wash stations:

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

☒

No

Explain how these needs will be met for event attendees:

we have 2 bathrooms in our building that can be used. it is a 2.5 hr event

B. Information about Amplified Sound

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

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

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

We don't have a loud event seeing we have animals here we need to keep them calm. the only time we will use a speaker is to announce the costume contest.

C. Information about any public right of way closures

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

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

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

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

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

We are looking at the parking lot in front of Paws Inn Pet Essentials 120 South vine st. just the section in front of the store. Part of parking lot 4

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

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

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

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

D. Information about any alcohol as part of the event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Yes

☒ No

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

67. Fireworks Display as Part of the event?

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

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

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

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

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

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

Jodi Theis

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

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

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

Signature of Applicant



Date

9/16/2025

10/5/23, 9:46 AM

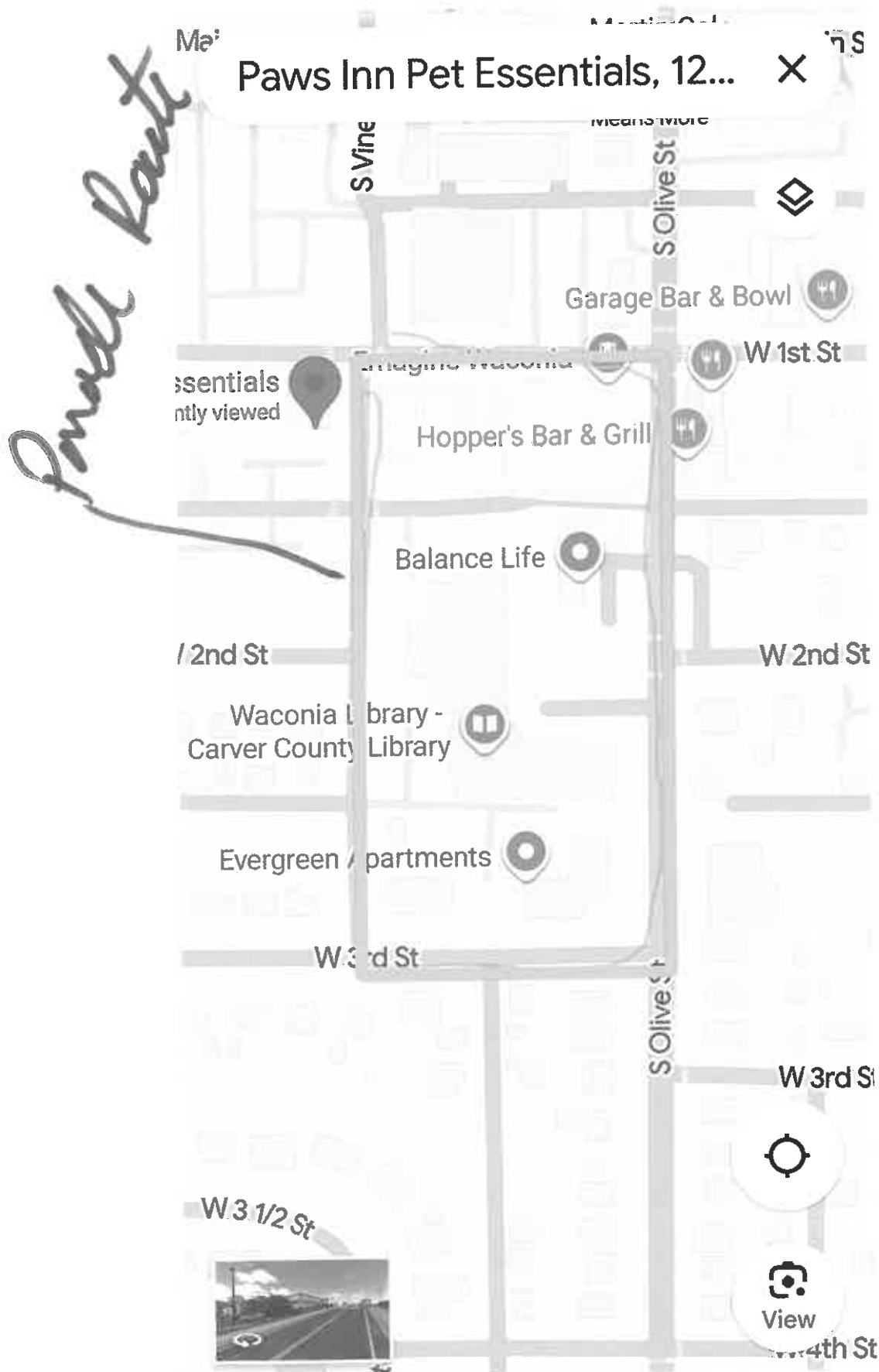
Google Maps

Google Maps

Put cones
up no parking
3:30 6pm



Imagery ©2023 Google, Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 20 ft





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	8.17. Exempt Permit for Waconia Dandy Lions
Originating Dept:	Administration
Presented By:	Sue Schwalbe
Previous Council Action:	None
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-238 Approving Exempt Permit for the Waconia Dandy Lions	
EXPLANATION OF AGENDA ITEM: The Waconia DandyLions have submitted an application for an Exempt Permit to conduct a RAFFLE on October 11, 2025. Staff recommend the approval of this application.	
ATTACHMENTS: 1. Resolution No. 2025-238 Exempt Permit Dandy Lions	
[AGENDA_ITEM_CUSTOM_TEXT_2]	[AGENDA_ITEM_CUSTOM_TEXT_3]

**CITY OF WACONIA
RESOLUTION NO. 2025-238**

**RESOLUTION APPROVING AN APPLICATION FOR EXEMPT PERMIT
WACONIA DANDY LIONS**

WHEREAS, an application for an Exempt Permit has been received in the Office of the City Administrator from the Waconia Dandy Lions to conduct a Raffle on October 11, 2025; and

WHEREAS, the Waconia Dandy Lions requested this exempt permit in order to conduct a raffle as stated on the application; and

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

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

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby approves the application for Exempt Permit to conduct a raffle on October 11, 2025, contingent upon completion of all forms, payment of fees, receipt of certificate of insurance and proof of compliance with state and local requirements

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 6, 2025
Item Name:	9.1. Comprehensive Plan Amendment - PID #755750440
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-239 denying the Comprehensive Plan Amendment to re-guide portions of PID #755750440 as L, Low Density Residential versus the current guidance of W/O, Wetland/Open Space.

OR

Adopt Resolution No. 2025-240 approving the Comprehensive Plan Amendment to re-guide portions of PID #755750440 as L, Low Density Residential versus the current guidance of W/O, Wetland/Open Space.

EXPLANATION OF AGENDA ITEM:

BACKGROUND:

Applicant(s): Preston Fox

PID#:	755750440
Property Owners	Trumpy Land Development

Existing Comprehensive Plan Guidance:

1. W/O. Wetland/Open Space

REQUEST:

The City has received a Comprehensive Plan Amendment to reguide the approximately 4.5 acres of PID# 755750440 as L, Low Density Residential versus its current guidance of W/O, Wetland/Open Space.

ADDITIONAL INFORMATION PROVIDED:

Subsequent to the Planning Commission meeting, the applicant and the underlying property owner submitted additional information to clarify the request and give some additional history and context to the application. Staff has attached the comments of both and provided comments from the City Engineer who has been involved in many of the past conversations related to Outlot A, Windmill Creek. The four additional attachments summarized below were not part of the Planning Commission review on September 4th, 2025.

1. Applicant Comment — clarification of the request which states that this is only required due to a procedural change by the Metropolitan Council, the Council approved a similar plat in 2022, and the development has been planned for and may limit or restrict city

service capabilities if not allowed to develop.

2. Property Owner Comment — clarification of the history of the parcel and proposed development associated with said parcel.
3. City Engineer Comment — brief summary of staff's recollection related to the future development of Outlot A and what issues it may cause if not allowed to be developed.
4. Carver County Comments - support of the Comp Plan Amendment, which was received the day after the Planning Commission public hearing which clarifies the need and requirement to protect wetlands and floodplain areas with the required buffers.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05, Subd. 2.A – R-1, Single-Family Residential District
2. Section 900.05, Subd. 2.B – R-2, Single-Family Residential District
3. Section 900.12 – Administration, Enforcement and Procedures

EXISTING CONDITIONS:

The subject parcel is located just west of the Waterford residential development and to the east of Bent Creek. The parcel, which is an outlot of the Windmill Creek residential development, is located in the Shoreland Overlay District and includes two developable areas along the southern and northern areas respectively. The remaining area within the outlot include floodplain and wetland areas.

The Comp Plan identifies land use categories, which correspond to the applicable future zoning districts. Provided below are the standards related to the R-1, R-2 and Shoreland Overlay District standards, which would apply if the Comp Plan Amendment were to be approved.

<u>R-1, Single-Family Residential – Lot Requirements:</u> Lot Area = 10,500 sq. ft. minimum Lot Width = 75 ft. Maximum Hardcover Surface = 35% Setbacks – Principal Structure ☐ Front = 25 ft. ☐ Side (street) = 25 ft. ☐ Side (interior) = 10 ft. ☐ Rear = 30 ft.	<u>R-2, Single-Family Residential – Lot Requirements:</u> Lot Area = 7,850 sq. ft. minimum Lot Width = 50 ft. Maximum Hardcover Surface = 35% Setbacks – Principal Structure ☐ Front = 25 ft. ☐ Side (street) = 15 ft. ☐ Side (interior) = 10 ft. ☐ Rear = 30 ft.
<u>Shoreland Overlay District – Lot Requirements for Tributary Watercourse</u> Lot Width = 75 feet Setback from OHWL/Edge of bank channel = 50 feet Maximum Hardcover Surface = 25%	

The Comprehensive Plan identifies the following criteria to consider when reviewing Comprehensive Plan changes/amendments:

- 1. The change is consistent with the goals and objectives or other elements of the Waconia Comprehensive Plan.*
- 2. The change does not create an adverse impact on the public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.*
- 3. Development resulting from the change does not create undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.*
- 4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.*
- 5. The change does not have a significant adverse impact on the natural environment including trees, slopes and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.*
- 6. There is a change in City policies or neighborhood characteristics that would justify a change.*
- 7. The change corrects an error made in the original plan.*
- 8. There is a community or regional need identified in the comprehensive plan for the proposed land use or service.*
- 9. The change helps the City meet its life-cycle and affordable housing objectives.*
- 10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation.*

The City Council should consider the criteria stated above and determine if the proposal meets enough of the criteria to warrant a modification to the City's Comprehensive Plan.

Comprehensive Plan Amendment Considerations:

1. The land-use locations shown on the future land use map are generalized and are not intended to represent precise demarcations on the ground nor specific sites. This comment is taken from the 2040 Comp Plan, which typically would allow the subject property, at least the developable portion, to be subdivided/platted without a Comp Plan Amendment. But, the review process for property development in relation to the Metropolitan Council has changed, and they are generally requiring comp plan amendments to more closely, if not exactly, demarcate each proposed development.
2. The City previously approved a preliminary and final plat for the subject parcel titled Windmill Creek 8th Addition, which included the development of the northern portion of the property into three (3) residential home sites which included an extension of roadway and public utilities from Longmeadow Lane in the Waterford development. This previous approval has since expired and would require a comp plan amendment now, based on the current review process of the Metropolitan Council. The applicant is trying to be proactive in this situation to allow for future residential as previously planned.

3. The southern wooded portion of the property is also identified as W/O, Wetland Open Space in the 2040 Comp Plan. There remains some developable area in this southern portion as well and the City, through the Waterford approvals, has planned for a future road connection via Ravencroft Road. Public utility connections are also planned in this area.
4. The applicant has provided a concept plan with the Comp Plan Amendment materials, which has been attached for review. Please note that any approval of the Comp Plan Amendment does not constitute sketch plan nor subdivision approval.

PUBLIC NOTICE/COMMENT

The notices were published in the WACONIA PATRIOT on August 21st, 2025 and posted at Waconia City Hall. Individual notices were mailed to all property owners within 350 feet of the subject parcel. All written public hearing comments received have been attached for review and consideration.

Procedurally we are also required to notify all affected jurisdictions in relation to all comprehensive plan amendments. Staff notified Carver County, MnDOT, DNR, Waconia Public Schools, Laketown Township, the City of Victoria and Waconia Township. To date staff have received a “no comment” statement from Waconia Public Schools, Laketown Township and the City of Victoria. In addition, the City has received a comment of support from Carver County, which staff has attached to this report. All other entities mentioned above have not commented on the proposed amendment.

CONCLUSION/RECOMMENDATION

The Planning Commission, at their regular meeting on September 4th, 2025, held the required public hearing, took all public comment, and reviewed all pertinent information related to the request by Preston Fox for the Comp Plan Amendment associated with the subject property. The Planning Commission recommended denial via a 4-1 vote based upon the findings stated in the attached draft resolution of denial.

ATTACHMENTS:

1. Resolution No. 2025-239 Denying Comp Plan Amendment
2. Resolution No. 2025-240 Approving Comp Plan Amendment
3. Location Map
4. Land Use Maps
5. Applicant Comments
6. Property Owner Comments
7. City Engineer Comments
8. Carver County Comments
9. Public Hearing Notice
10. Public Hearing Comments Lauby
11. Public Hearing Comments Knacke

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: Budget Information: Budgeted Non-Budgeted Amendment Required	Planning Commission: Recommendation of Denial via a 4-1 vote on September 4th, 2025 Park Board: Personnel Committee: Other: More sample text.

**CITY OF WACONIA
RESOLUTION NO. 2025-239**

**RESOLUTION DENYING A COMPREHENSIVE PLAN AMENDMENT
FOR OUTLOT A, WINDMILL CREEK**

WHEREAS, Preston Fox (the "**Applicant**") has submitted a Comprehensive Plan Amendment application pursuant to Section 900.12, Subd. 6 of the Waconia City Code; and

WHEREAS, the subject parcel is described as Outlot A, Windmill Creek and identified as PID# 755750440 (the "**Property**"); and

WHEREAS, the 2040 Comprehensive Plan currently guides the Property as W/O, Wetland/Open Space; and

WHEREAS, the Applicant has requested an amendment to the Comprehensive Plan to re-guide a portion of the property L, Low Density Residential to allow the future development of the Property as residential; and

WHEREAS, the Planning Commission reviewed the pertinent information and held a public hearing on September 4th, 2025 and received all public comment; and

WHEREAS, the Planning Commission, at their regular meeting on September 4th, 2025, voted 4-1 to recommend denial of the Comprehensive Plan Amendment to re-guide a portion of the property L, Low Density Residential.

WHEREAS, the City Council further finds and concludes:

1. The proposed amendment is inconsistent with the 2040 Comprehensive Plan, which identifies the property would remain open space in nature.
2. Due to the property location within the Shoreland Overlay District and the proximity to wetland and floodplain areas, development may create an undue impact on the natural environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby denies the Comprehensive Plan Amendment submitted by Preston Fox for the property described as Outlot A, Windmill Creek.

Passed and adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO. 2025-240**

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT
AND AUTHORIZING SUBMITTAL TO THE METROPOLITAN COUNCIL**

WHEREAS, The Planning Commission of the City of Waconia conducted a public hearing on Thursday, September 4th, 2025, to consider a Comprehensive Plan Amendment submitted by Preston Fox (the “**Applicant**”); and

WHEREAS, the subject parcel is described as Outlot A, Windmill Creek and identified as PID# 755750440 (the “**Property**”); and

WHEREAS, the Applicant has requested an amendment to re-guide a portion of the Property as L, Low Density Residential versus its current designation as W/O, Wetland/Open Space; and

WHEREAS, the City Council makes the following findings in support of the application:

1. The procedural review of the Metropolitan Council in identifying and interpreting the City’s Land Use Map in a more specific manner than what our plan identifies as general future land use locations has caused the need for a Comprehensive Plan Amendment for a property that has been planned for development for approximately 20 years.
2. The identified sewer capacity allows for additional growth in this area and would not have an adverse impact on public facilities and services, such as sewer and water. In fact, it has been planned for when reviewing and approving adjacent residential property developments in the area.
3. The change amends an error in the City’s Land Use Map, which identifies all of Outlot A, Windmill Creek as Wetland/Open Space while the City has been planning with previous developers and landowners to complete the home, utility and transportation networks into and through this property in the future.

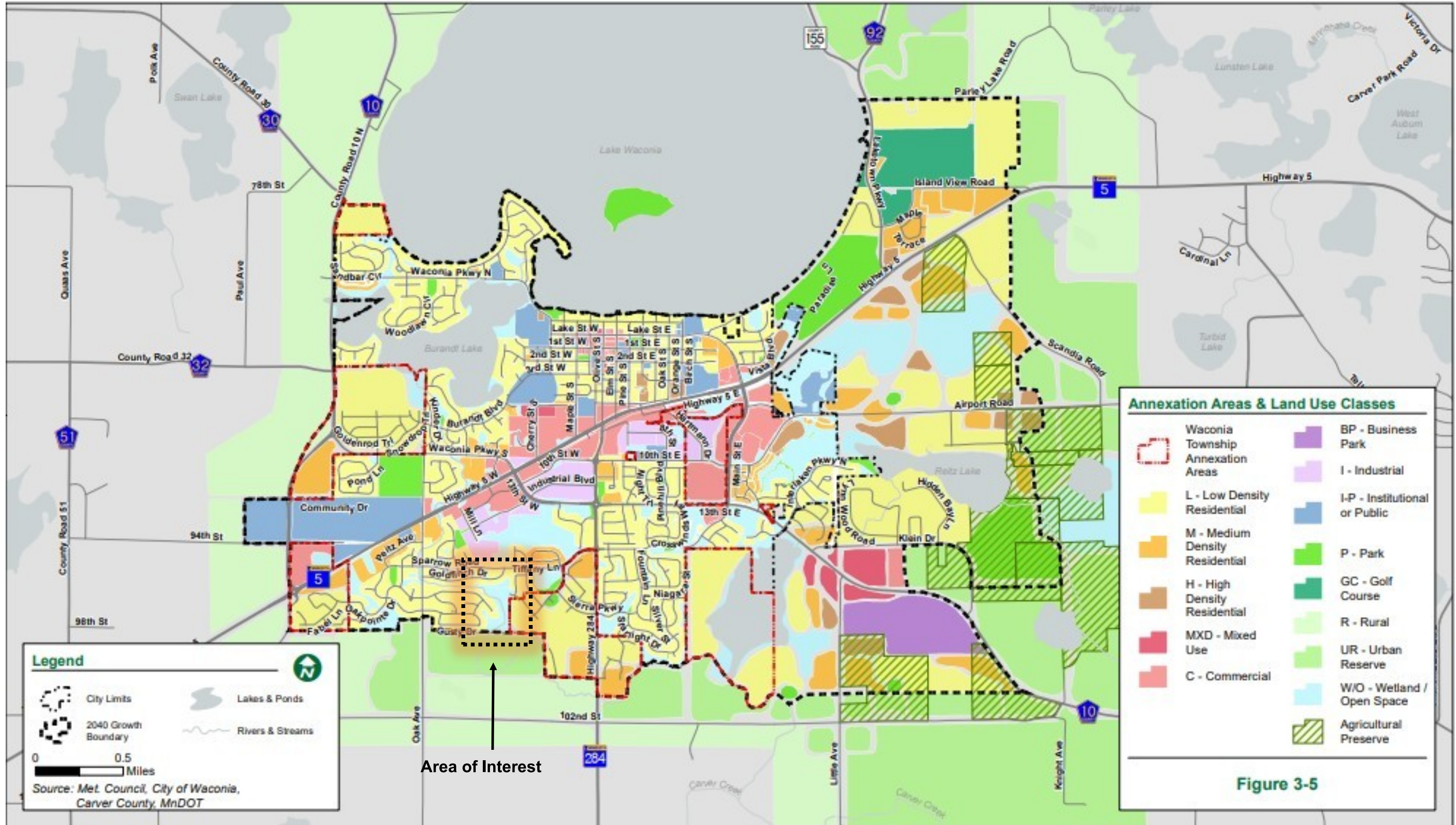
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the proposed Comprehensive Plan Amendment and authorizes submittal to the Metropolitan Council for review.

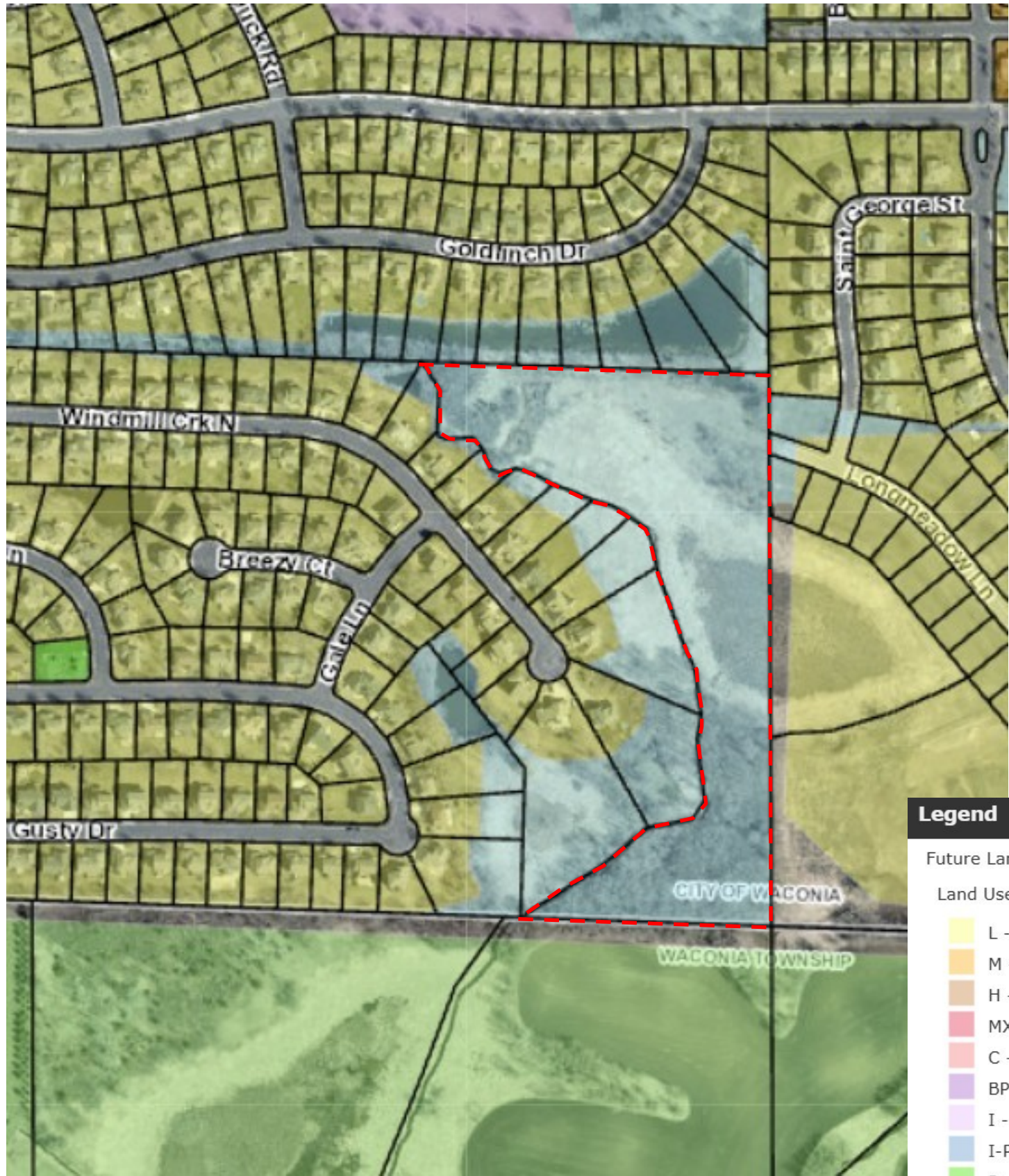
Passed and adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

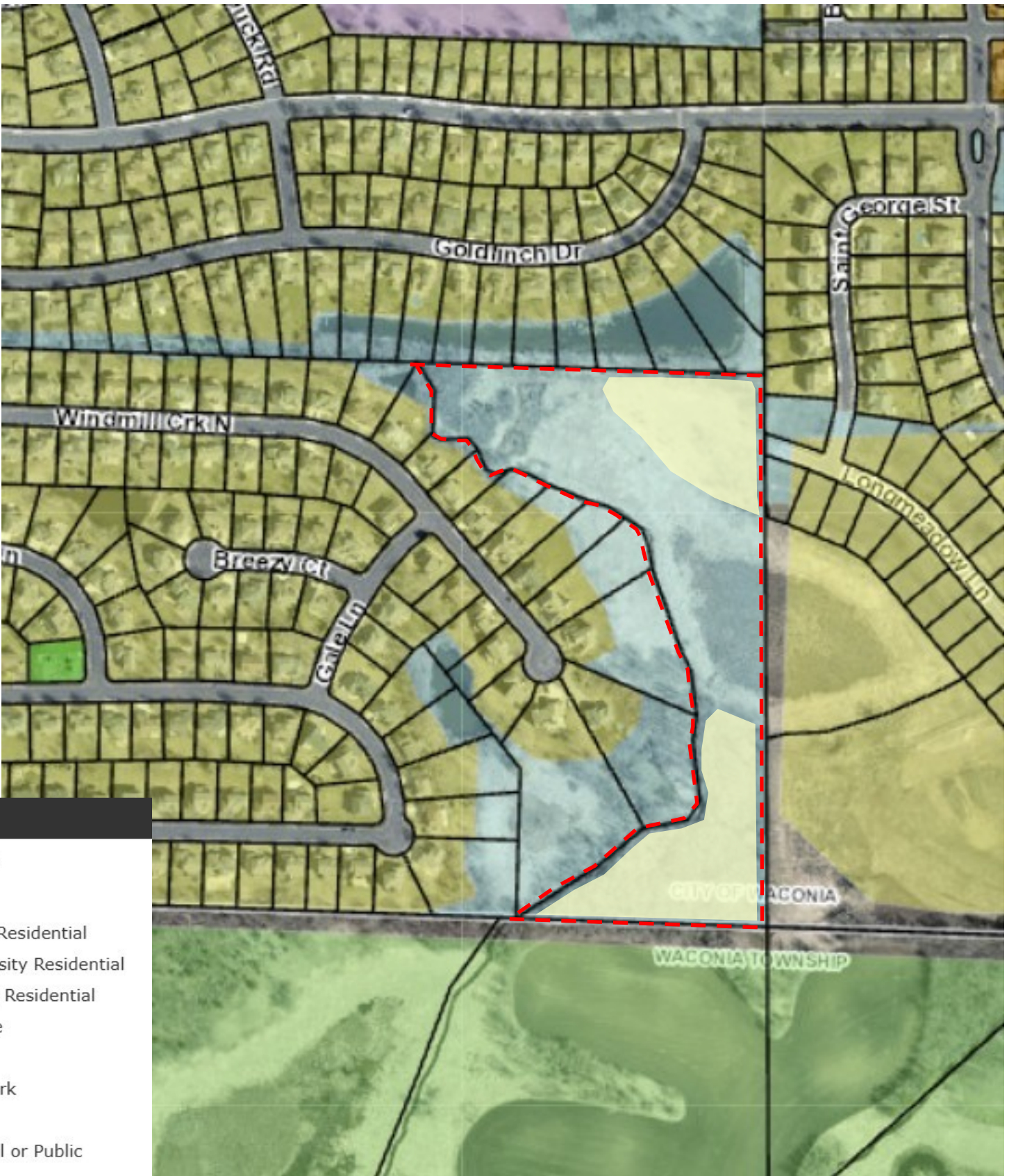
ATTEST: _____
Jackie Schulze, Assistant City Administrator







EXISTING LAND USE MAP



PROPOSED LAND USE MAP

Legend

Future Land Use - 2040

Land Use Classes

- L - Low Density Residential
- M - Medium Density Residential
- H - High Density Residential
- MXD - Mixed Use
- C - Commercial
- BP - Business Park
- I - Industrial
- I-P - Institutional or Public
- P - Park
- GC - Golf Course
- R - Rural
- UR - Urban Reserve
- W/O - Wetland / Open Space

September 30, 2025

To: Lane Braaten / Waconia City Council

Thank you for taking the time to read this and consider our request for a comprehensive plan amendment.

I think the Planning Commission meeting got off track and off issue a bit, largely from misinformation given by the public and potentially due to a misunderstanding of the request.

First off, at no time, now or previous, have we wanted to fill in the wetland, alter the wetland, or look for wetland credits. We are looking to clean up the blanket labeling of an 11.42-acre property per the Met Council's requirement of a more detailed and specific land use map. Part of the 11.42 acres – 4.5 acres of "high and dry" land – is what we are requesting to be re-guided as R1, low density residential. This leaves the balance of the 11.42 acres - 6.92 acres – as wetlands with no change to the current classification. See attachment.

The purpose of the comprehensive plan change is to allow the remaining governmental approvals with respect to the final plat for this property (as approved by the Waconia City Council in July of 2022) to move forward through the proper City and governmental channels. The final plat that was approved in July of 2022 includes the cul-de-sac for Longmeadow Lane, which is needed for emergency service vehicles to turn around. City utilities have also already been stubbed into the "high and dry" portions of the property.

The southern portion of the "high and dry" property has been ghost platted with Ravencraft Road (see attachment) running through it. Utilities and future access for growth are already planned and provided in this area. In addition, in April of 2021 when JMS was requesting preliminary plat and related approvals for the Waterford development, Song River, which owns the property to the south of the southern portion of the "high and dry" property

(see attachment), was promised that access to serve the west side of the Song River property (currently guided as Urban Reserve in the Comprehensive Plan) would be provided through the continuation of Ravencroft Road.

As noted in the materials provided by City Staff, the Comprehensive Plan identifies 10 different criteria to consider when reviewing Comprehensive Plan changes or amendments, and only one must be met to approve the requested change or amendment. We offer a few thoughts for your consideration with respect to some of these criteria:

1. *The change is consistent with the goals and objectives or other elements of the Waconia Comprehensive Plan.* Yes, the requested change is consistent with the goals and objectives of the Comprehensive Plan, including compact and contiguous growth, as the "high and dry" portions of the property are directly adjacent to the Waterford development. Also, with the current development of Waterford, Longmeadow Lane needs to be completed on this property in order to provide a cul-de-sac and turnaround for safety and emergency vehicles. Utilities have been planned on the property, and some were installed many years ago in order for this land to be developed. Ravencroft Road also needs to be extended through the "high and dry" portion in order to provide access to the western side of the Song River property, as currently contemplated by the Comprehensive Plan.
2. *The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.* Quite the opposite is happening here. By not approving the requested change to the Comprehensive Plan, an adverse impact on public facilities would be created, especially with respect to roads and utilities, as that is in direct contravention of the City's previously stated goals, actions and promises, as noted in Response #1 above.

3. *Development resulting from the change does not create undue impact on surrounding properties. Such development would be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.* Development of the "high and dry" ground will not create an undue impact on surrounding properties. In addition, as noted by Scott Truempi, the guidance of R1, single family residential for the "high and dry" ground will not create an environmental impact. This guidance is consistent with the surrounding neighborhoods and the previous final plat approval. No wetlands are being filled, altered, or changed. With the previous final plat approval for this property, the property and planned development have gone through and met all City requirements including wetland delineation and shoreland overlay requirements.
4. *The change allows a more viable transition to the planned uses on adjacent properties than the current land use.* This change would correct a minor error on the current Comprehensive Plan, as the Met Council now requires a more specific land use map verse the previous blanket approach. In addition, this change would allow the completion of roads and utilities as previously planned and intended by the City, along with the future development of adjacent properties pursuant to the guidance of the Comprehensive Plan.

For the reasons stated above, we respectfully request that the City Council approve the proposed amendment to the Comprehensive Plan.

Sincerely,

Preston Fox



Outlot A / Windmill Creek 8th Addition P.I.D. #755750440

History of Intent to Develop (with EXHIBITS attached)

3/15/2001 – Windmill Creek Master Plat / Trumpy Land Dev.– shows Outlot A for future development (development will happen after the Siegle Farm Property develops to its western edge)(now Waterford) *EXHIBIT A*

6/10/2005 – Waterford Master Plat / Plowshares Dev. – shows Outlot A with road connections and lot lines *EXHIBIT B*

8/8/2005 – Grant of Easement for Utility purposes - Trumpy Land Dev. sold a large permanent Utility Easement to City of Waconia for \$1.00 so the City can maintain the large sewer and water main line installed between Windmill Creek and Waterford (through Outlot A)with the understanding Outlot A will be developed *EXHIBIT C*

August 2005 – Sewer and water mains with (5) Concrete man hole structures are installed between Windmill Creek and Waterford (within the Easement boundaries) Sewer and water tie-ins were installed to provide service to each of the 4 lots in the cul-de-sac shown in the Northeast corner of Outlot A (Windmill 8th add.) *EXHIBIT D*

9/17/2007 – “As Built” Record drawing showing all the infrastructure that has been installed on Outlot A for the future development of Windmill Creek 8th add. (cul-de-sac with 4 lots) and Waterford *EXHIBIT E*

Pictures of the (5) existing Concrete manhole structures installed in 2005 for the development of Outlot A and Waterford (the top of 4 of these structures are approx. 8' above the ground) *EXHIBIT F*

2008 – Housing Market Crash and Financial Crisis – our Family Home building, Real Estate, and Development businesses were crushed

4/8/2021 – Waterford Master Plat / JMS Development – shows Outlot A with road connections and property lines consistent with previous development plans shown in 2005 *EXHIBIT G*

5/9/2022 – Waterford 7th Addition “Official” Plat (recorded at County) shows the Longmeadow lane road connection to Windmill Creek 8th add. *EXHIBIT H*

7/18/2022 – Windmill Creek 8th Addition / Trumpy Land Dev. – City Council and City Planning commission approve Final Plat and Construction plans (Plat application fee & Final plat fee are accepted) (Developer does not move forward with project) *EXHIBIT I*

Itemized Expenditures for the development of Windmill Creek 8th add. *EXHIBIT J*

2/19/2025 – Trumpy Land development and Preston Fox (Developer) enter into a Purchase agreement for Outlot A *EXHIBIT K*

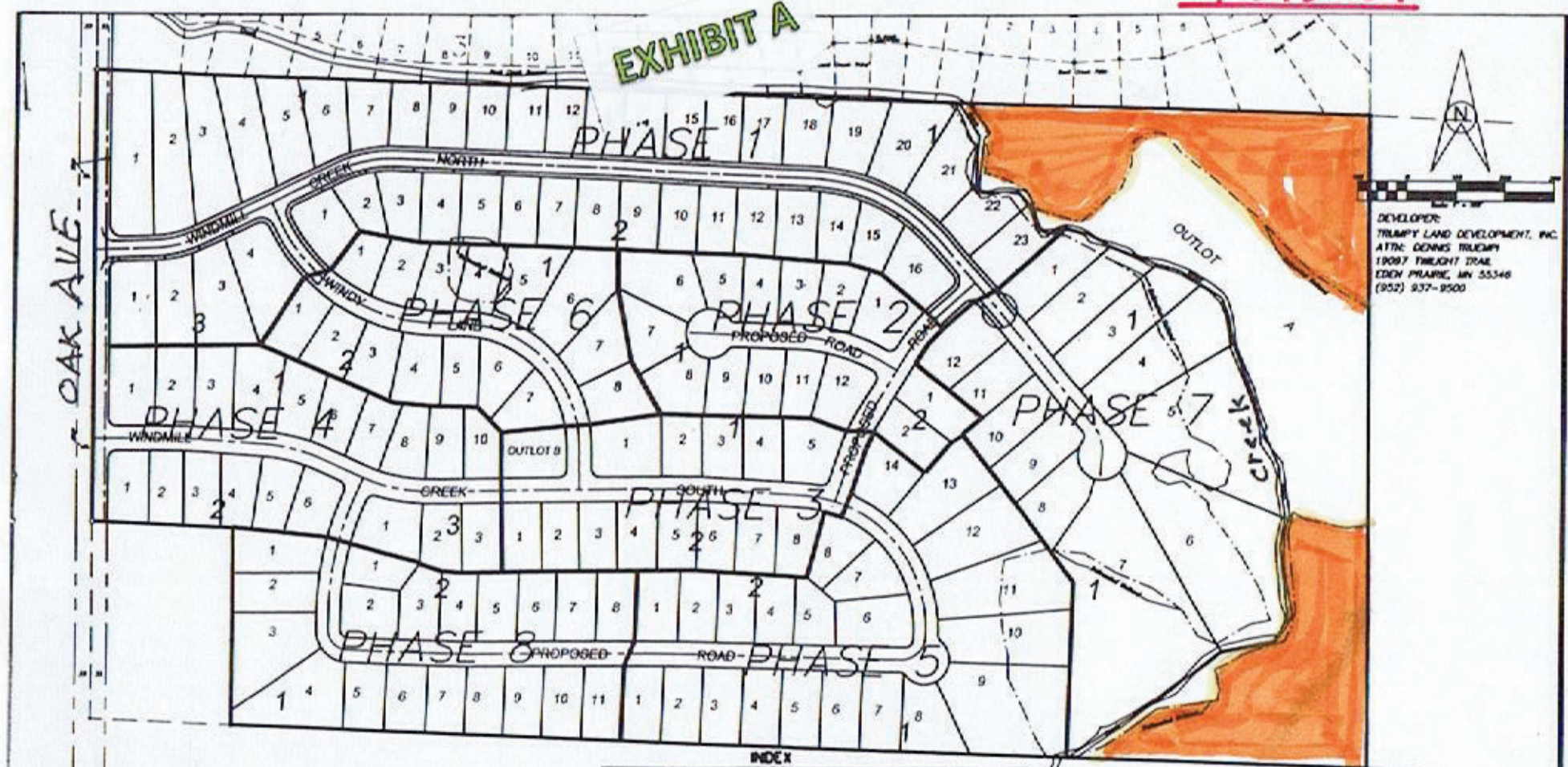
9/4/2025 – Preston Fox requests to amend/correct the 2040 Comprehensive Land use plan to align with the historically consistent intended development of Outlot A (nearly 25 years).....to meet the “new” Met Council requirements *EXHIBIT L*

Images of the 2 existing roads in Waterford (Longmeadow dr. and Ravencroft rd.) recently installed for the intended connection to Windmill Creek 8thadd./ Outlot A *EXHIBIT M*

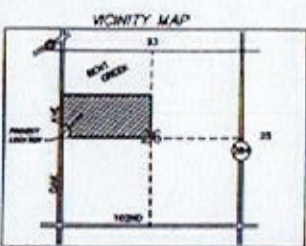
Developer History – We have been building homes in Waconia since 1997. We have lived in Waconia since 2003. We raised our kids in Waconia schools. We employed local Tradesman to build our homes.

3/15/2001

EXHIBIT A



DEVELOPER:
TRUMPY LAND DEVELOPMENT, INC.
ATTN: DONNA TRUMPY
19087 TRULIGHT TRAIL
EDEN PRAIRIE, MN 55346
(952) 937-9500



INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	COMPOSITE UTILITY PLAN
3	SANITARY SEWER AND WATERMAIN - WINDMILL CREEK NORTH
4	SANITARY SEWER AND WATERMAIN - WINDMILL CREEK NORTH
5	WATERMAIN & STREET PLAN - WINDY LAKE
6	WATERMAIN PLAN - OAK AVE
7	STREET & STORM SEWER - WINDMILL CREEK NORTH
8	STREET & STORM SEWER - WINDMILL CREEK NORTH
9	GRAVING PLAN
10	DETAILS
11	DETAILS
12	DETAILS

= High Ground
6.7 acres

PROPERTY LOCATION:
S. 1/2 of the N.W. 1/4
of Sec. 26, T. 115, R. 25,
Carver County, Minnesota

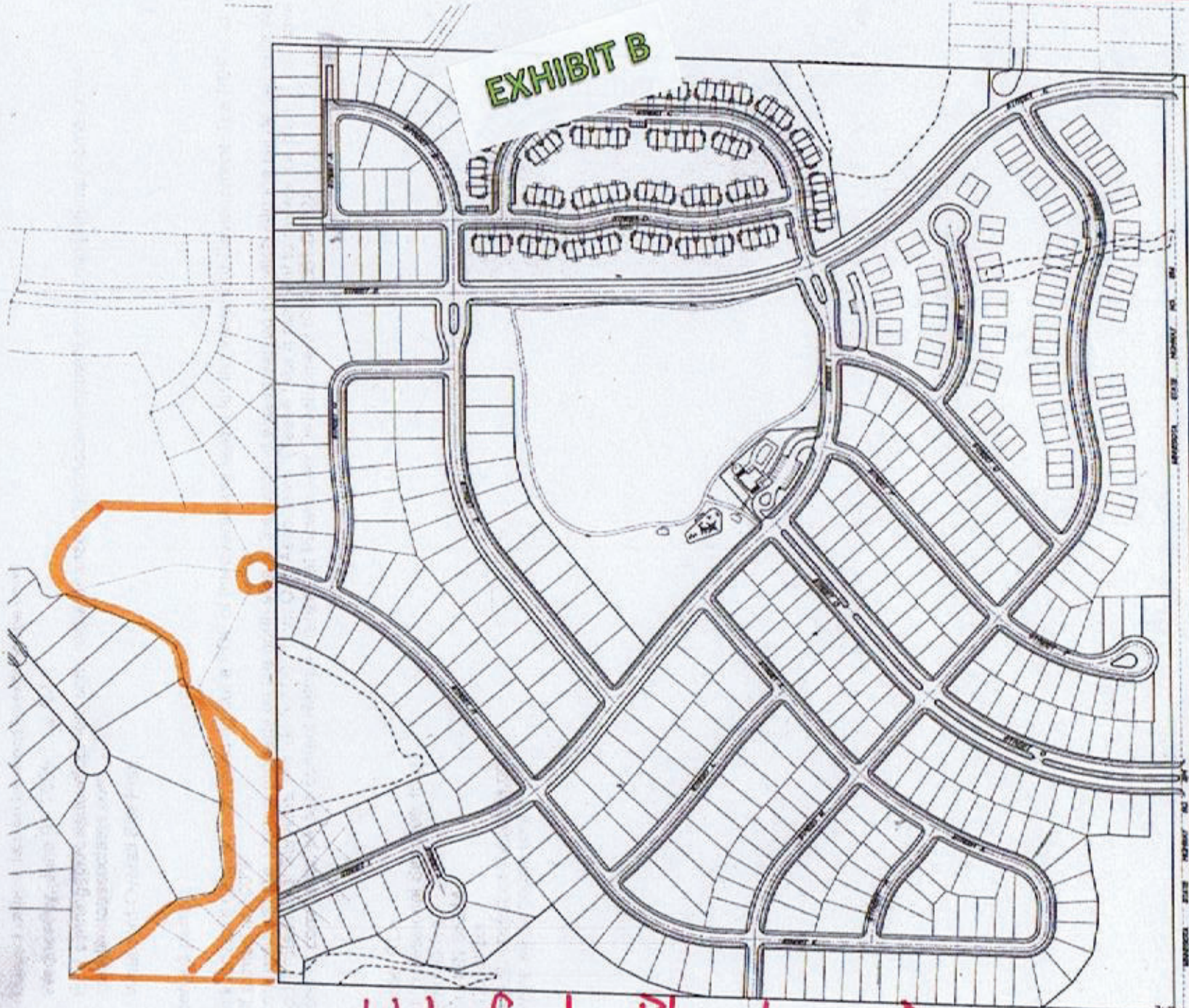
WINDMILL CREEK TRUMPY LAND DEVELOPMENT, INC. WACONIA, MN	OTTO ENGINEERS & ARCHITECTS P.C.	COVER SHEET PROJECT NO. 99092 SHEET NO. 1 OF 12 SHEETS DATE: 03/15/01
---	--	--

In 2001 Outlot A was platted for future development

9/1/2005

N
↑

EXHIBIT B



Waterford - Plowshares Dev.
1 of 2

3/10/2005

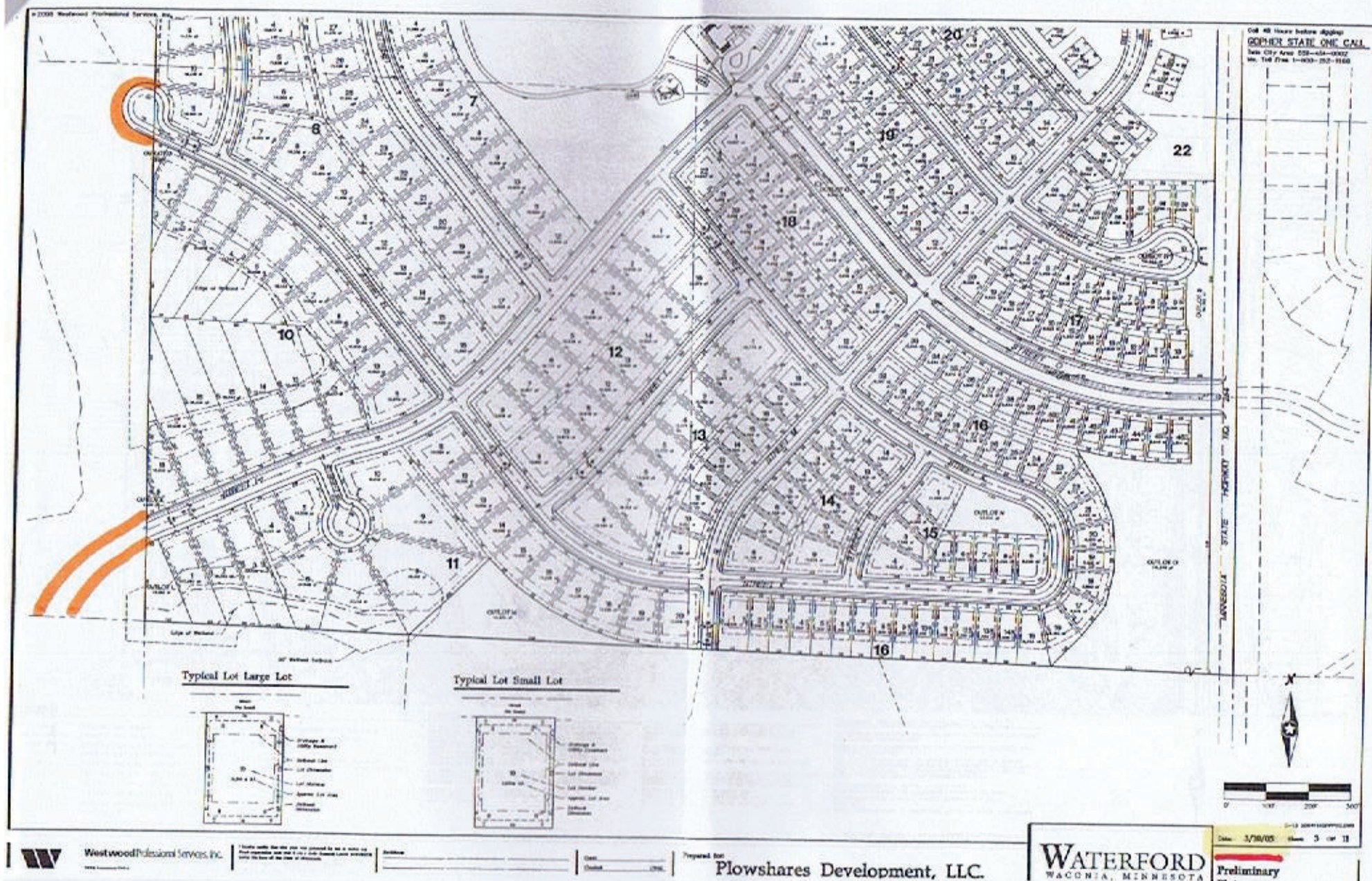


EXHIBIT C

August 8th, 2005

GRANT OF EASEMENT
FOR
UTILITY PURPOSES

THIS GRANT OF EASEMENT FOR UTILITY PURPOSES is made as of August 8th, 2005, by TRUMPY LAND DEVELOPMENT, INC., a Minnesota corporation ("Grantor"), in favor of the CITY OF WACONIA, a Minnesota municipal corporation ("Grantee").

RECITALS

Grantor is the owner in fee simple of real property in the County of Carver, Minnesota, which is legally described on Exhibit A attached hereto (the "Grantor Tract"). Grantee desires to use a portion of the Grantor Tract for the construction and maintenance of certain public utilities.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1. Permanent Easement - Grantor hereby grants to Grantee, its successors and assigns, a permanent easement (the "Permanent Easement") for utility purposes over, under, upon and across that portion of the Grantor Tract legally described and depicted in Exhibit B attached hereto as the "utility easement". The Permanent Easement shall permanently run with the title to the Grantor Tract and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Grantor Tract and all persons claiming under Grantor.

2. Temporary Easement - Grantor hereby grants to Grantee, its successors and assigns, a temporary easement (the "Temporary Easement") over, under and across those portions of the Grantor Tract, as described and depicted in Exhibit B as the "temporary construction easement", for use in connection with the construction of the public utilities within the Permanent Easement. The Temporary Easement shall run with the title to the Grantor Tract and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Grantor Tract and all persons claiming under Grantor; however, the Temporary Easement shall terminate upon final completion of construction of the permanent sanitary sewer line and related improvements within the Permanent Easement, but in no case later than December 31, 2006.

3. Use of Grantor Tract - Grantor hereby agrees not to perform or allow or cause the construction of any improvements on the Permanent Easement or Temporary Easement which could damage or obstruct the Permanent Easement or Temporary Easement or interfere with Grantee's access to or Grantee's right to construct, maintain and repair the utilities located within the Permanent Easement.

1 of 3

4. Warranty of Title - Grantor represents and warrants to Grantee that Grantor is the only owner of fee simple title to the Grantor Tract, and that there are no undisclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreement of any nature whatsoever affecting title to the Grantor Tract which would prohibit the granting of the Permanent Easement and/or Temporary Easement.

5. Governing Law - This Grant of Easement for Utility Purposes shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement for Utility Purposes on the above date.

GRANTOR:

TRUMPY LAND DEVELOPMENT, INC.

By: Craig J. Truemp

CRAIG J. TRUEMP

(Print Name)

Its: VICE PRESIDENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Carver)

This instrument was acknowledged before me this 8th day of August, 2005, by Craig Truemp, the vice president of TRUMPY LAND DEVELOPMENT, INC., a Minnesota corporation, on behalf of the company.

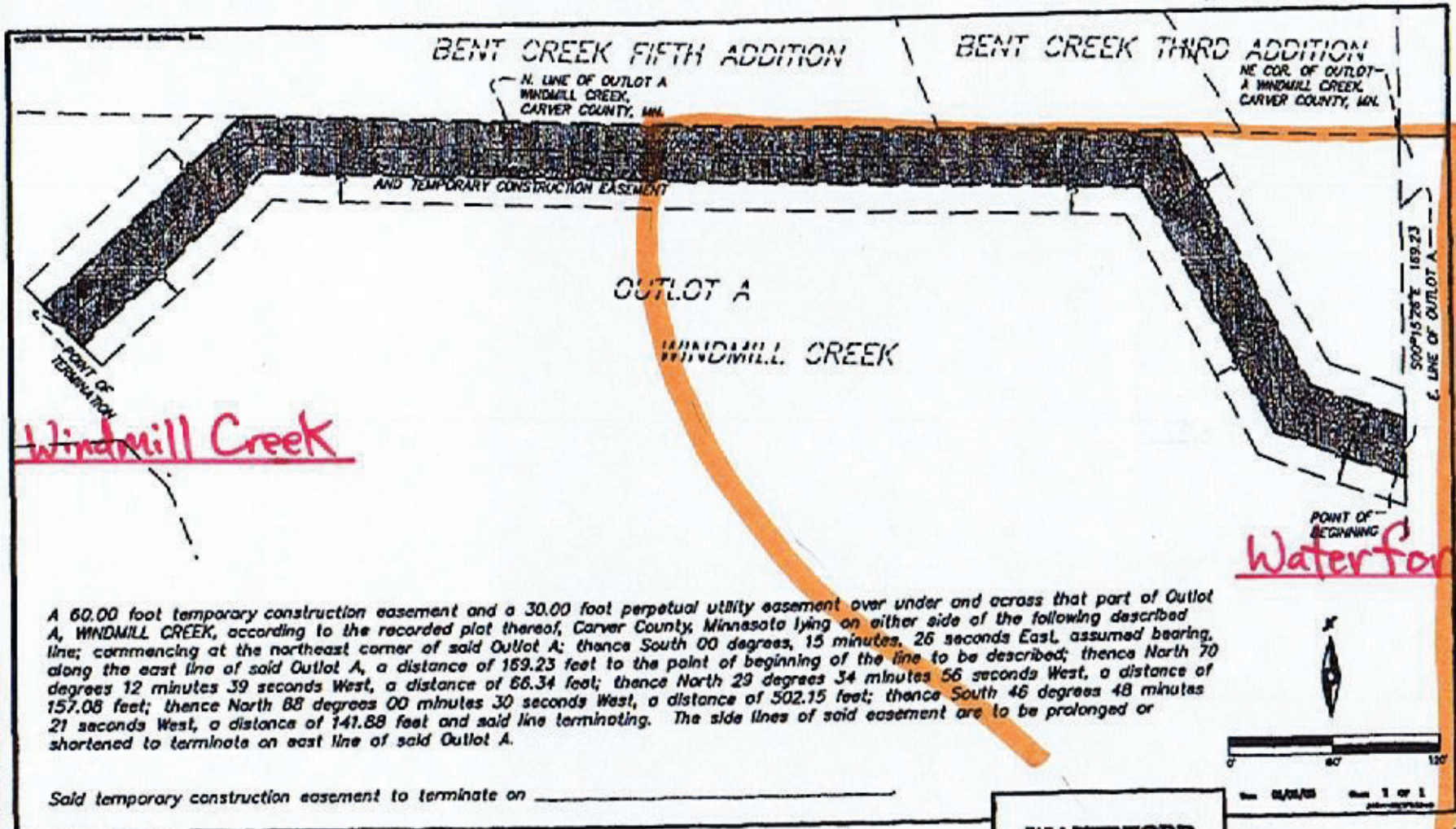
Debra H. Buegens
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Larkin Hoffman Daly & Lindgren Ltd.
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431-1194
(952) 835-3800



1026270.1



Westwood Professional Services, Inc.
2100 Highway 101, Suite 100
Minnetonka, MN 55345
Phone: 952-891-2470 Fax: 952-891-2471

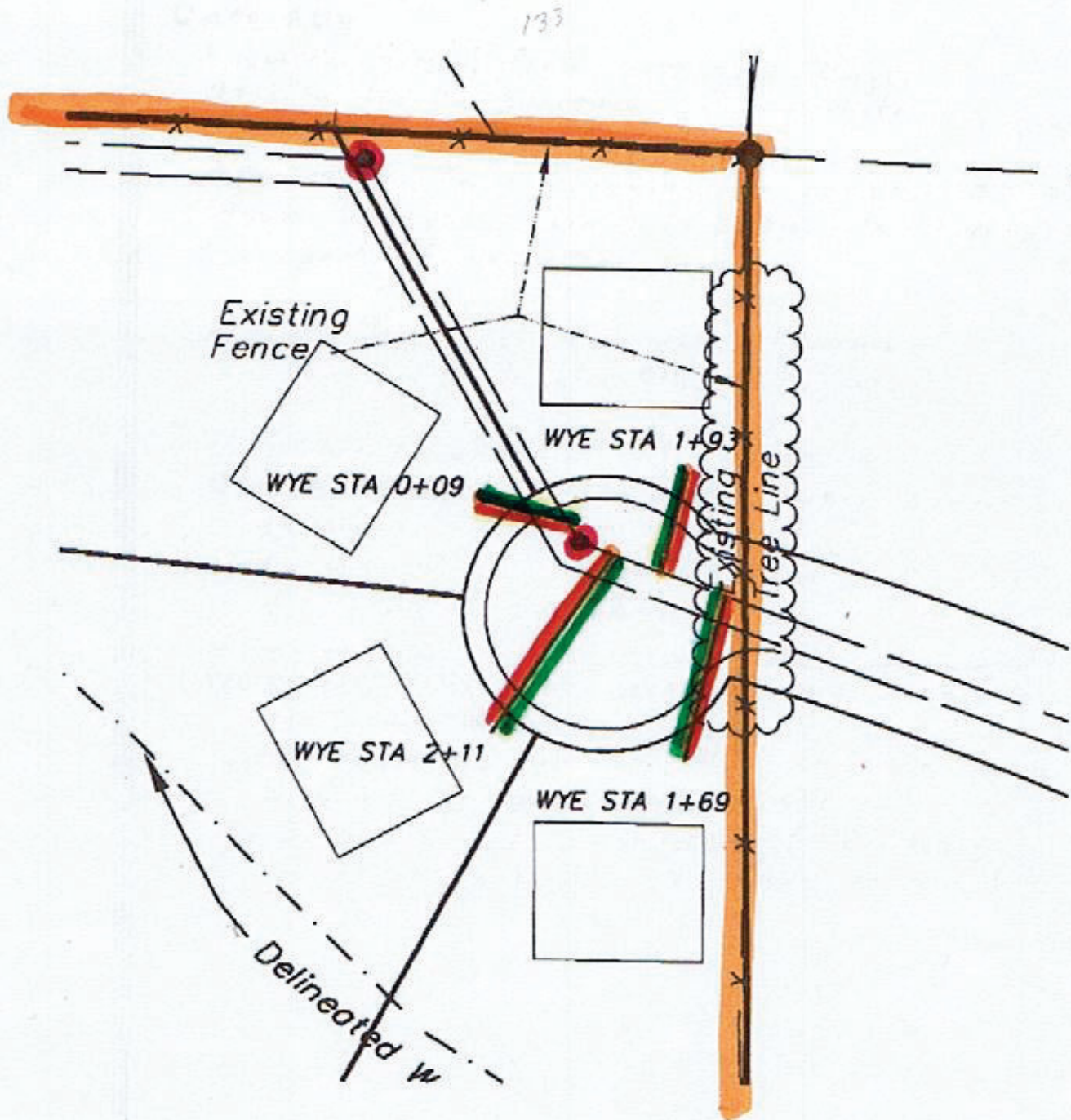
Drawn by _____
Checked by _____
Reviewed by _____
Scale: As Shown

Prepared for

Plowshares Development, LLC
100 Lake Drive West
Chaska, MN 55309

Sketch & Description

EXHIBIT D

my
Cara8/4/2005
952-361-9530

Sewer + water tie-ins were installed
for 4 lots with City approval

1 of 2

**LETTER OF UNDERSTANDING
BETWEEN**

TRUMPY LAND DEVELOPMENT, INC. AND PLOWSHARES DEVELOPMENT, INC.

**FOR
DEVELOPMENT OF WATERFORD PROJECT - WACONIA, MN**

THIS LETTER OF UNDERSTANDING is made as of August ____, 2005, between TRUMPY LAND DEVELOPMENT, INC., a Minnesota corporation ("Trumpy"), and PLOWSHARES DEVELOPMENT, INC., a Minnesota corporation ("Plowshares").

1. Minimal impact on trees during utility install - Plowshares agrees to use reasonable efforts to minimize impact on trees during install of utilities in this area. Prior to the utility installation commencing, Trumpy will silt fence treed areas, located outside of the easements granted by Trumpy pursuant to that certain Grant of Easement for Utility Purposes of even date herewith, that shall be off limits to utility contractor during install.

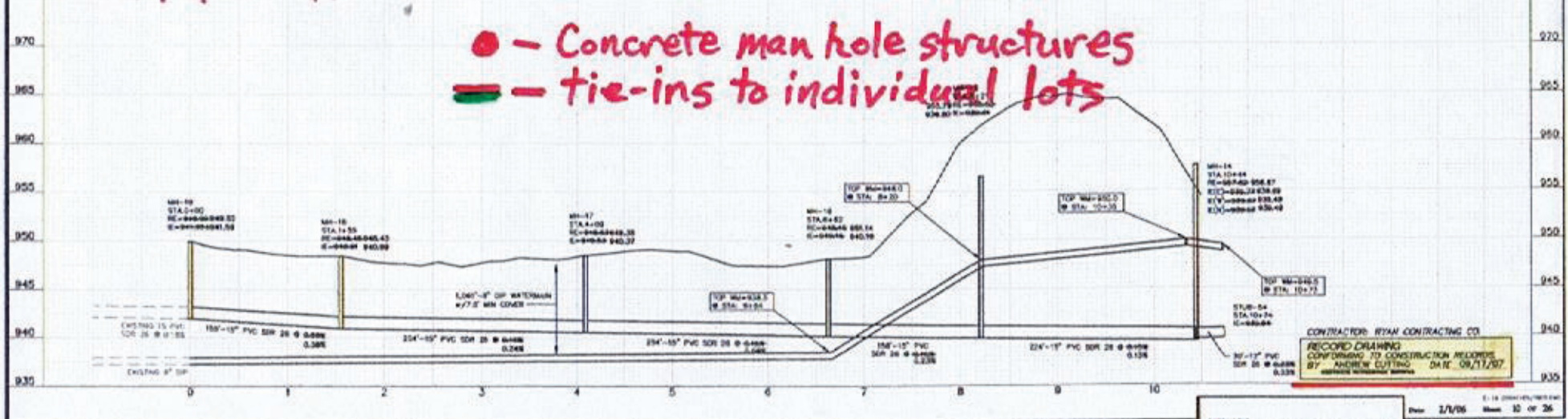
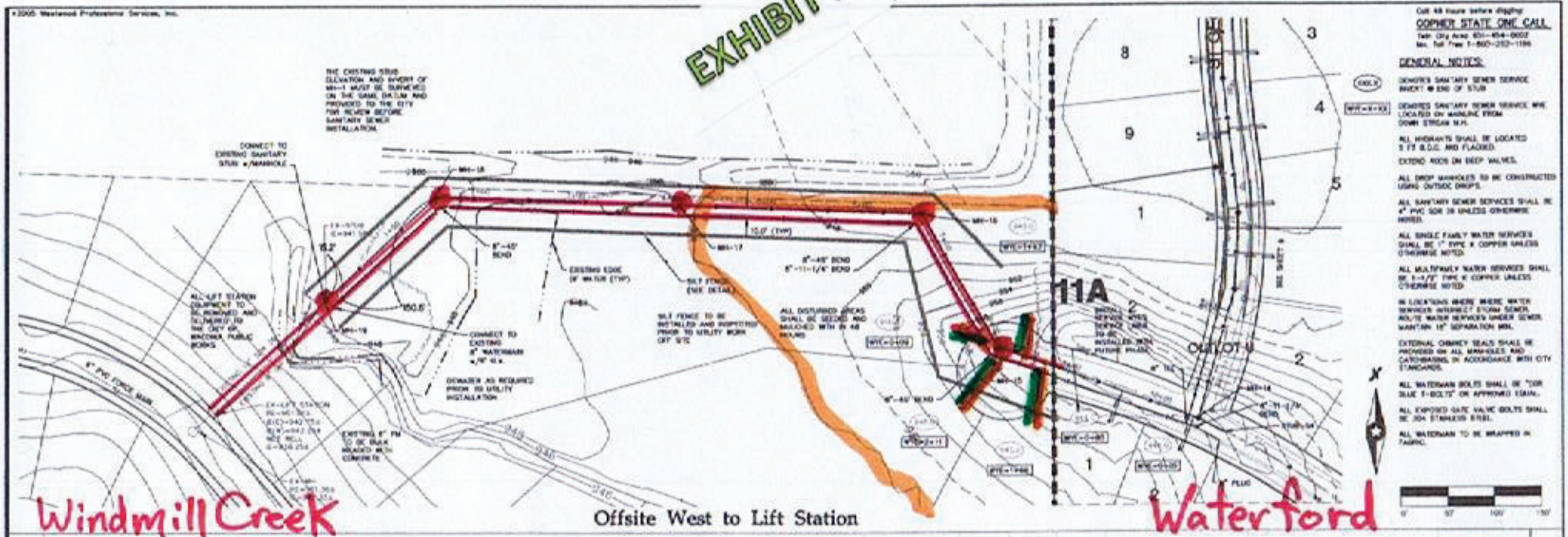
2. Price ceiling on wyes installed in cul-de-sac - Plowshares will provide (4) individual, residential wyes in the cul-de-sac at \$425.00 each for a total of \$1,700.00. No additional costs what-so-ever, for example, any survey costs to locate wye connections will apply. Trumpy will re-imburse Plowshares upon completion and copy of receipt from utility contractor.

3. Timeline for Trumpy to complete lots in cul-de-sac - Plowshares will use reasonable efforts and work in good faith to provide reasonable access to Trumpy's Land to allow Trumpy to complete cul-de-sac lots on Trumpy Land at the same time as the adjoining phase of Plowshares' "Waterford" development is developed (Exhibit A).

4. Timeline for Trumpy to complete lots on street extension on southeast corner of Waterford development - Plowshares will use reasonable efforts and work in good faith to provide reasonable access to Trumpy's Land to allow Trumpy to complete lots on Trumpy Land at the same time as the adjoining phase of Plowshares' "Waterford" development is developed (Exhibit B).

Sewer + Water mains installed 2005
with tie-ins to 4 lots

9/17/07
"As Built diagram"





Pics taken 9/23/25

EXHIBIT F

5 concrete man hole structures
installed 2005

1 of 2





EXHIBIT G

**CITY OF WACONIA
PLANNING COMMISSION AGENDA**

Regular Meeting of
Planning Commission
Waconia, Minnesota

Thursday, April 8th, 2021
City Hall – 6:30 PM

VIA ZOOM (see log in information below)

MEMBERS: Robert Grohmann, Jim Sarcletti, Dan Leshner, Mike Sherman, Tina Zellman

ALTERNATE MEMBER: J.D. Ludford

CITY COUNCIL MEMBER LIAISON: Carl Pierson

STAFF: Lane Braaten, Community Development Director
Brenda Stein, Recording Secretary
Ethan Nelson, Assistant Planner

Please note that, pursuant to the authority provided by Minn. Stat. Sec. 13D.021, subd. 1(1), the City Administrator and the City Attorney have determined that in-person meetings of the City Planning Commission are not practical or prudent due to the COVID-19 public health pandemic and the declared national, state, and local emergencies. Further, the City Administrator and the City Attorney have determined that it is not feasible nor practical or prudent due to the health pandemic to have members of the public, city staff, or members of the Planning Commission in attendance at the regular meeting location. Meetings of the Planning Commission will be conducted by electronic or telephone means. Under Minn. Stat. Sec. 13D.021, subd. 3, to the extent practical and possible, the public may monitor the meeting electronically via the two options below:

Cable Channel 8

Meeting Link: <https://us02web.zoom.us/j/89506118403>

Webinar ID: 895 0611 8403

1. Call meeting to order and roll call

2. Adopt Agenda

3. Minutes Approval from March 4th, 2021 – Pages 1-2

4. New Business

- A. **PUBLIC HEARING – Waterford Additions Preliminary Plat and Planned Unit Development (PUD)** applications for the properties located at 9450 & 9680 Highway 284. Pages 3-38
- B. **PUBLIC HEARING – Comprehensive Plan Amendment** for the property located at 1330 Waconia Parkway South. Pages 39-41
- C. **Site Plan and Design Review** for Sota Shine Car Wash submitted by Shingobee Builders, Inc. for the property located at 740 Marketplace Drive. Pages 42-62
- D. **Sketch Plan** submitted by Jeff Helstrom for the property located at 7860 Laketown Parkway. Pages 63-71

5. Other

- A. Staff Update

Adjourn

1 of 2

JMS Development

April 8, 2021



2

JMS Development - Official Plat -

May 9, 2022

OFFICIAL PLAT

WATERFORD 7TH ADDITION

PLAT FILE NO. 2446
C.R. DOC. NO. A 750173

INSET C
(FROM SHEET 2 OF 4 SHEETS)

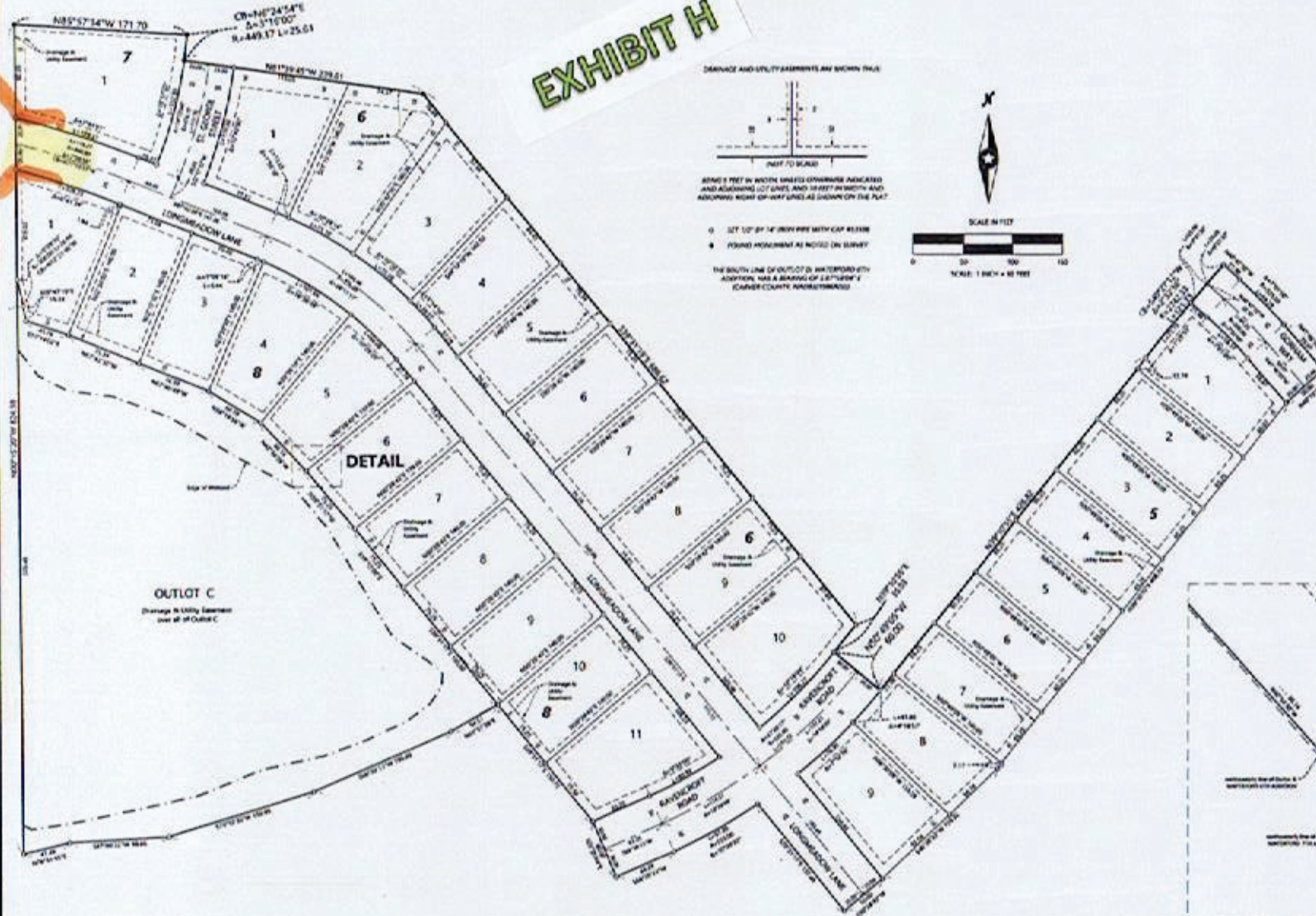
EXHIBIT H

DRAINAGE AND UTILITY ASSESSMENTS ARE SHOWN THIS

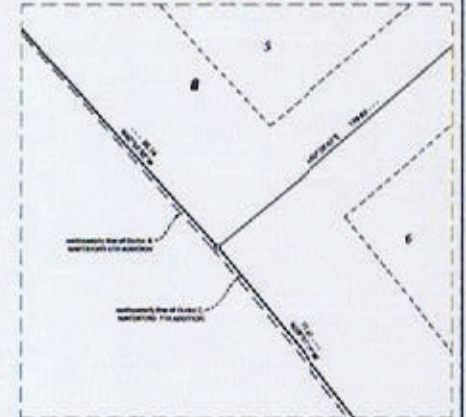


SHOWS FEET IN WIDTH UNLESS OTHERWISE INDICATED
AND ADJOINING LOT UNITS, AND STREET WIDTHS AND
ADJOINING RIGHT-OF-WAY UNLESS SHOWN ON THE PLAT

- 1. SET 12" BY 16" IRON PIPE WITH CAP RELEASE
 - 2. FOUND PROVISION AS NOTED ON SURVEY
- THE SOUTH LINE OF OUTLOT C, WATERFORD 7TH ADDITION, HAS A BARRING OF 1.67 FEET TO
COURTESY COUNTY ADJUTANT GENERAL



DETAIL
(NOT TO SCALE)



Westwood
Professional Services, Inc.

Sheet 1 of 3 Sheets

1 of 3

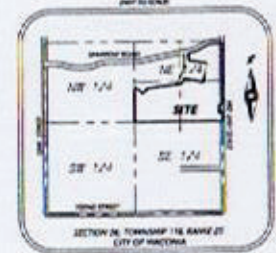
2446

OFFICIAL PLAT

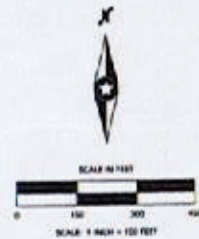
WATERFORD 7TH ADDITION

PLAT FILE NO. 2446
CR DOC. NO. A 750173

VICINITY MAP



- SET OUT BY 1/4" IRON PIPE WITH CAP & CROSS
 - FOUND MONUMENT AS NOTED ON SURVEY
- THE SOUTH LINE OF OUTLOT 25, WATERFORD 6TH ADDITION, HAS A WARNING OF 1/4" SET BY 2" IRON PIPE MONUMENT



Westwood
Professional Services, Inc.

Sheet 2 of 3 Sheets

2

2446

OPENING PLAT

WATERFORD 7TH ADDITION

PLAT FILE NO. 2446
C.R. DOC. NO. A 750173

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

Outside B and Outer B, WATERFORD 7TH ADDITION, according to the recorded plat thereof, Carver County, Minnesota.

Has caused the same to be surveyed and plotted on WATERFORD 7TH ADDITION and does hereby devote and dedicate to the public for public use forever the public ways and also dedicates the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said JML Land Development Company, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of May, 2024.

JML LAND DEVELOPMENT COMPANY, LLC

By [Signature]
in Witness

STATE OF MINNESOTA
COUNTY OF Carver
The foregoing instrument was acknowledged before me this 19th day of May, 2024, by Shirley Hedges, as President of JML Land Development Company, LLC, a Minnesota limited liability company, on behalf of the company.

By [Signature] Notary Public, Carver County, Minnesota.
My Commission Expires 1/21/2024

I, Matthew J. Waldron, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and values are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all corner measurements and new points, as defined in Minnesota Statutes, Section 552.01, Subd. 2, as to the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this 20th day of April, 2024.

By [Signature]
Matthew J. Waldron, Licensed Land Surveyor
Minnesota License No. 53738

STATE OF MINNESOTA
COUNTY OF Carver
This instrument was acknowledged before me on 20th day of April, 2024, by Matthew J. Waldron.

By [Signature] Notary Public, Carver County, Minnesota.
My Commission Expires Jan. 31, 2026

CITY COUNCIL, CITY OF WINONA, MINNESOTA
This plat of WATERFORD 7TH ADDITION was received and accepted by the City Council of the City of Winona, Minnesota at a regular meeting held on this _____ day of February, 2024, and said plat is in compliance with the provisions of Minnesota Statutes, Section 552.01, Subd. 2.

City Council, City of Winona, Minnesota

By [Signature] Mayor
By [Signature] Council Member

COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 265, Minnesota Laws of 1971, this plat has been approved this 3rd day of August, 2024.

By [Signature]
Brian Priebe, County Surveyor

COUNTY AUDITOR, Carver County, Minnesota
I hereby certify that taxes payable on this plat, and prior years have been paid for land described on this plat, dated this 3rd day of August, 2024.

By [Signature]
Crystal Lampert, County Auditor

COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this plat of WATERFORD 7TH ADDITION was filed on this 3rd day of August, 2024, at 11:58 a.m. in Document No. A 750173.

By [Signature]
Carver County Recorder

Westwood
Professional Services, Inc.

Sheet 1 of 1 Sheets

EXHIBIT I

July 18th, 2022

**DEVELOPMENT AGREEMENT
FOR
WINDMILL CREEK 8TH ADDITION
CITY OF WACONIA, MINNESOTA**

This agreement (the "Agreement") is dated _____, 2022, and is between the City of Waconia, a Minnesota municipal corporation (the "City") and Trumpy Land Development, Inc., a Minnesota corporation (the "Developer").

RECITALS

WHEREAS, the Developer previously platted certain property as WINDMILL CREEK, Carver County, Minnesota ("Windmill Creek"), which included subsequent plats Windmill Creek 2nd Addition, Windmill Creek 3rd Addition, Windmill Creek 4th Addition, Windmill Creek 5th Addition, Windmill Creek 6th Addition and Windmill Creek 7th Addition; and

WHEREAS, the Developer owns the vacant land legally described as Outlot A, WINDMILL CREEK, Carver County, Minnesota (the "Property"); and

WHEREAS, the Developer now desires to replat the Property as WINDMILL CREEK 8TH ADDITION, Carver County, Minnesota ("Windmill Creek 8TH Addition"); and

WHEREAS, Windmill Creek 8th Addition will consist of:

1. Lots 1 through 3, Block 1; WINDMILL CREEK 8TH ADDITION, Carver County, Minnesota (the "Residential Lots");
2. Outlot A, WINDMILL CREEK 8TH ADDITION, Carver County, Minnesota (the "Outlot"); and
3. Certain land dedicated to public use;

and

WHEREAS, on July 18th, 2022, the City Council passed Resolution No. 2022-XXX conditionally approving the final plat of Windmill Creek 8th Addition drafted by Otto Associates Engineers and Land Surveyors, Inc., a copy of which is attached as Exhibit A (the "Final Plat"); and

WHEREAS, the Final Plat is substantially consistent with the Preliminary Plat for Windmill Creek 8th Addition, a copy of which is attached as Exhibit B (the "Preliminary Plat"); and

WHEREAS, City staff has reviewed and approved the following (collectively, the "Plans"):

1. The Windmill Creek 8th Addition Construction Plans prepared Otto Associates

1 of 2



Trumpy Land Development
111 Paul Ave
Cologne M

EXHIBIT J

Tel 612-615-5995

Scott@trumpyhomes.com

Trumpy Land Development Expenditures for Windmill Creek 8th/Outlot A

2005

- Temporary Lift station and sewer and water stub across creek \$ _____
- Braun Intertec Soil Borings show buildable ground \$ 2,290
- "Wye Connections" into the 4 lots in WC 8th \$ 1,700

2021

- KjolHaug Environmental Services Company \$ 2,153
 - Wetland Delineation Report

- Otto Associates Engineers and Land Surveyors \$ 4,266
 - Boundary and topographic survey
 - Concept Plan

2022

- Otto Associates Engineers and Land Surveyors \$ 12,267
 - Prelim plans, Final Plat, Final Eng Plans, staking

- PLAN-Type Site Planning and Landscape Architecture \$ 1,690
 - Tree replacement landscape plan

- City of Waconia \$ 4,640
 - Plat application, Final Plat Fee (5280+6435= 11,715)
 - Subtract escrow refund 1/2024 (7074.68)

2000-2025

- Est. Property Taxes paid \$ 2,500
- Est. Insurance paid \$ 3,000

TOTAL \$ 34,506

Invoices provided at request.

Scott Truempi
Trumpy Land Development Inc.

1 of 2

Printable page

2000 - 2025 (25 years)

PARID: 755750440

TRUMPY LAND DEVELOPMENT INC

Parcel

Property Address:

City:

State:

Zip:

Multiple Addresses:

No

Class:

206 - 4B4 UNIMPROVED RESIDENTIAL LAND

Land Use Code:

Deeded Acres

Square Feet

Plat:

75575-WINDMILL CREEK

Lot

Block

Section-Twp-Range

026-116-025

Tax District:

7501 -

Town/City

011100 - CITY OF WACONIA

School District:

020110 - SD 0110 WACONIA

Mosquito:

140507 - METRO MOSQUITO CONTROL

County Regional Rail:

060550 - CO RAIL AUTHORITY

WaterShed:

-

HRA:

-

Metro Transit:

-

Metro:

130505 - METRO COUNCIL

Economic Development Area:

-

Community Development Agency:

080190 - CARVER COUNTY CDA

Water Management Organization:

210067 - WS 067 CARVER CO WMO

Water Resources Management Area:

-

TIF Project #:

Contributes to Fiscal Authority:

No

Parcel Status

In Forfeiture:

No

COJ:

No

Mortgage Company

Delinquent

No

Homestead

N - Non-Homestead

Relative

Green Acres/Rural Preserve/Open

N

Space

Land Program:

No

2

EXHIBIT K

Feb. 19, 2025

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into effective as of February 19, 2025, between Trumpy Land Development Inc., a Minnesota corporation ("Seller"), and Preston Fox ("Buyer"). Buyer shall have the right to assign its rights under this Purchase Agreement to a limited liability company which Buyer creates to acquire the Property.

WITNESSETH:

In consideration of the covenants and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

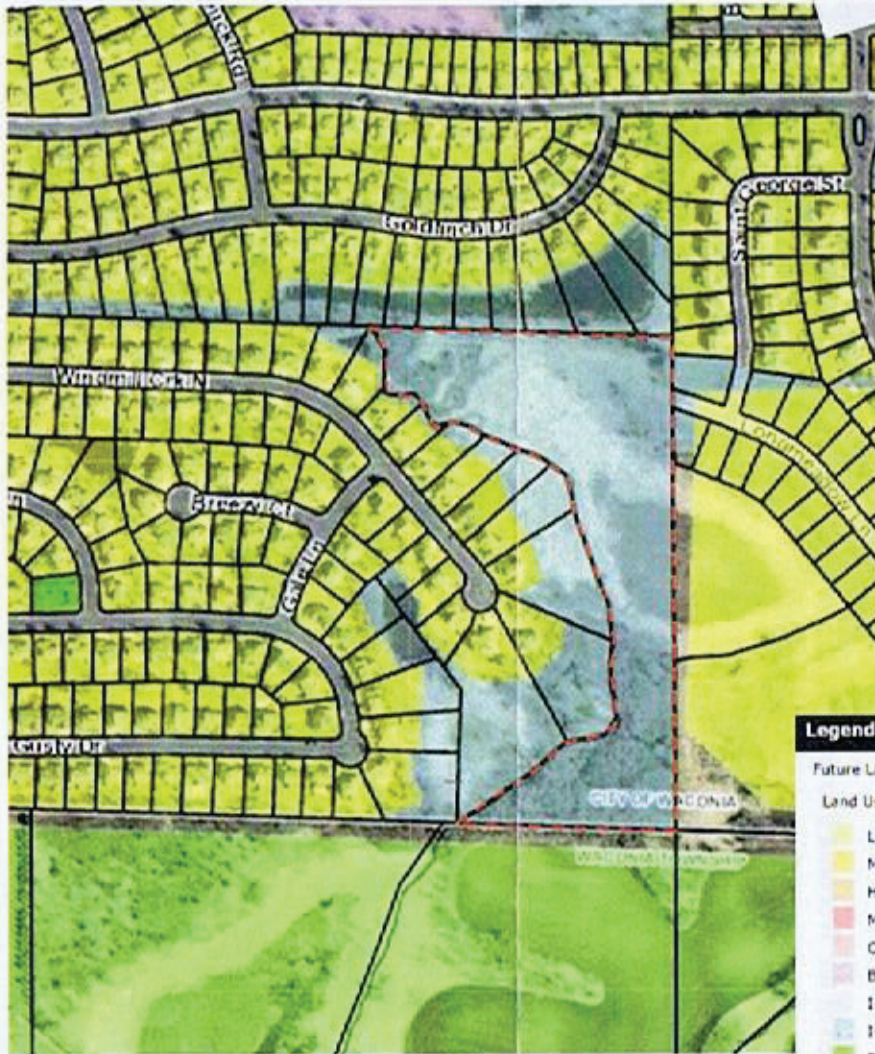
1. **Sale of Property.** Subject to the terms and on the conditions hereinafter set forth, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the approximately 11.42 acres of property located in Carver County that is identified as Parcel ID Number 755750440 and depicted on Exhibit A attached hereto (the "Land") together with all easements, interests, rights and privileges benefiting or appurtenant to the Land including, but not limited to, all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue or alley, existing or proposed, in front of or abutting or adjoining the Land and all right, title and interest of Seller in and to any unpaid award for the taking by eminent domain of any part of the Land or the Improvements or for damage thereto by reason of a change of grade of any highway, street, road, avenue or alley (collectively, the "Property").

2. **Earnest Money.** Within five (5) business days after the date on which Buyer has received a fully executed copy of this Agreement (the "Effective Date"), Buyer shall deliver Ten Thousand Dollars (\$10,000.00) in U.S. Federal Funds (the "Earnest Money") to Carver County Abstract & Title (the "Escrow Agent"), with offices at 411 North Chestnut Street, Chaska, Minnesota 55318 Attn: Jenny Young. Upon receipt of the Earnest Money, the Escrow Agent shall deposit the Earnest Money into an interest-bearing escrow account, which shall be invested at Buyer's direction. Except as provided in Section 16, all interest earned on the Earnest Money shall belong to Buyer. If the Escrow Agent receives a notice (which may be delivered by email) from Buyer that it has elected to terminate this Agreement pursuant to its rights under Section 4 below, Seller hereby irrevocably authorizes the Escrow Agent to return the Earnest Money to Buyer. The Escrow Agent shall acknowledge its agreement to hold and deliver the Earnest Money in accordance with the terms of this Agreement, by executing the Joinder of Escrow Agent signature page attached hereto and returning a copy thereof to Seller and Buyer.

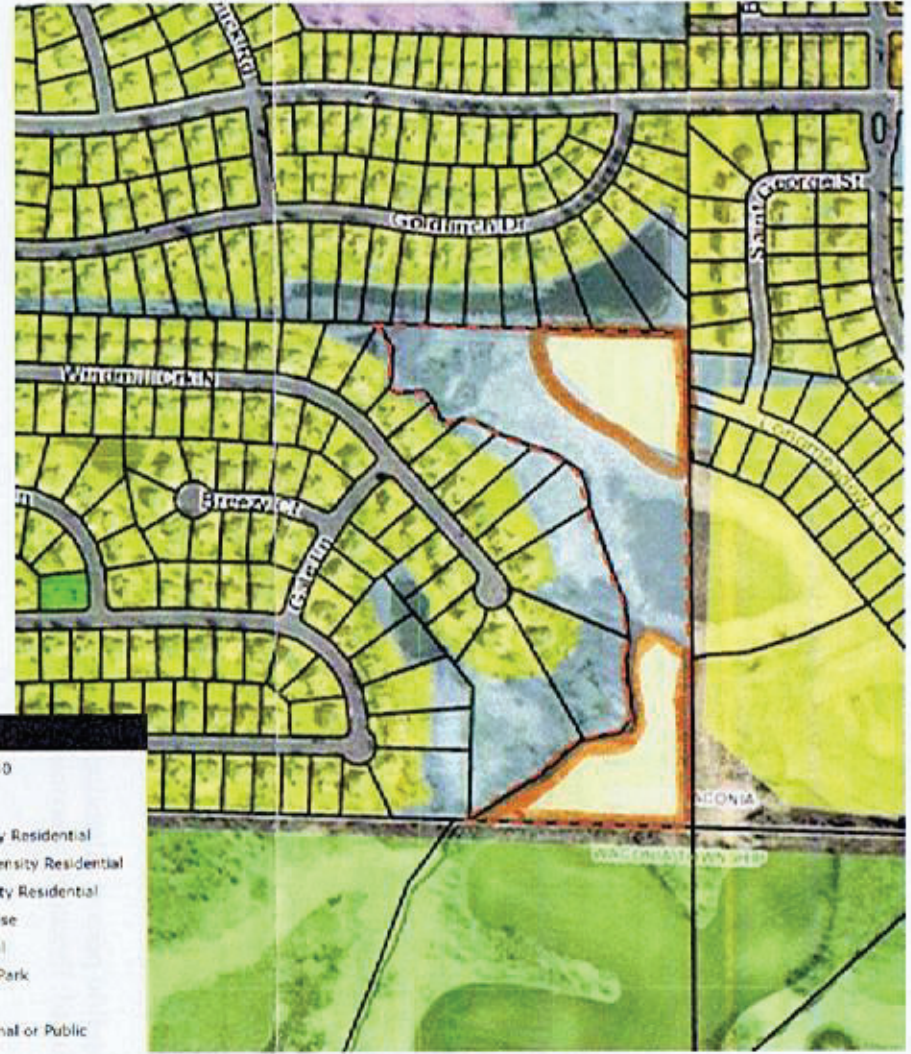
3. **Purchase Price and Payment.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Private information U.S. Federal Funds. Except as otherwise provided herein, the Earnest Money and all accrued interest thereon shall be delivered to the Seller by the Escrow Agent at Closing and shall be credited against the Purchase Price. The balance of the Purchase Price shall be paid by Buyer to Seller in cash, certified funds or by wire transfer on the Closing Date.

4. **Due Diligence Period.** Within five (5) business days after the Effective Date, Seller shall provide to Buyer all surveys, engineering studies, soil tests, environmental reports, and

EXHIBIT L



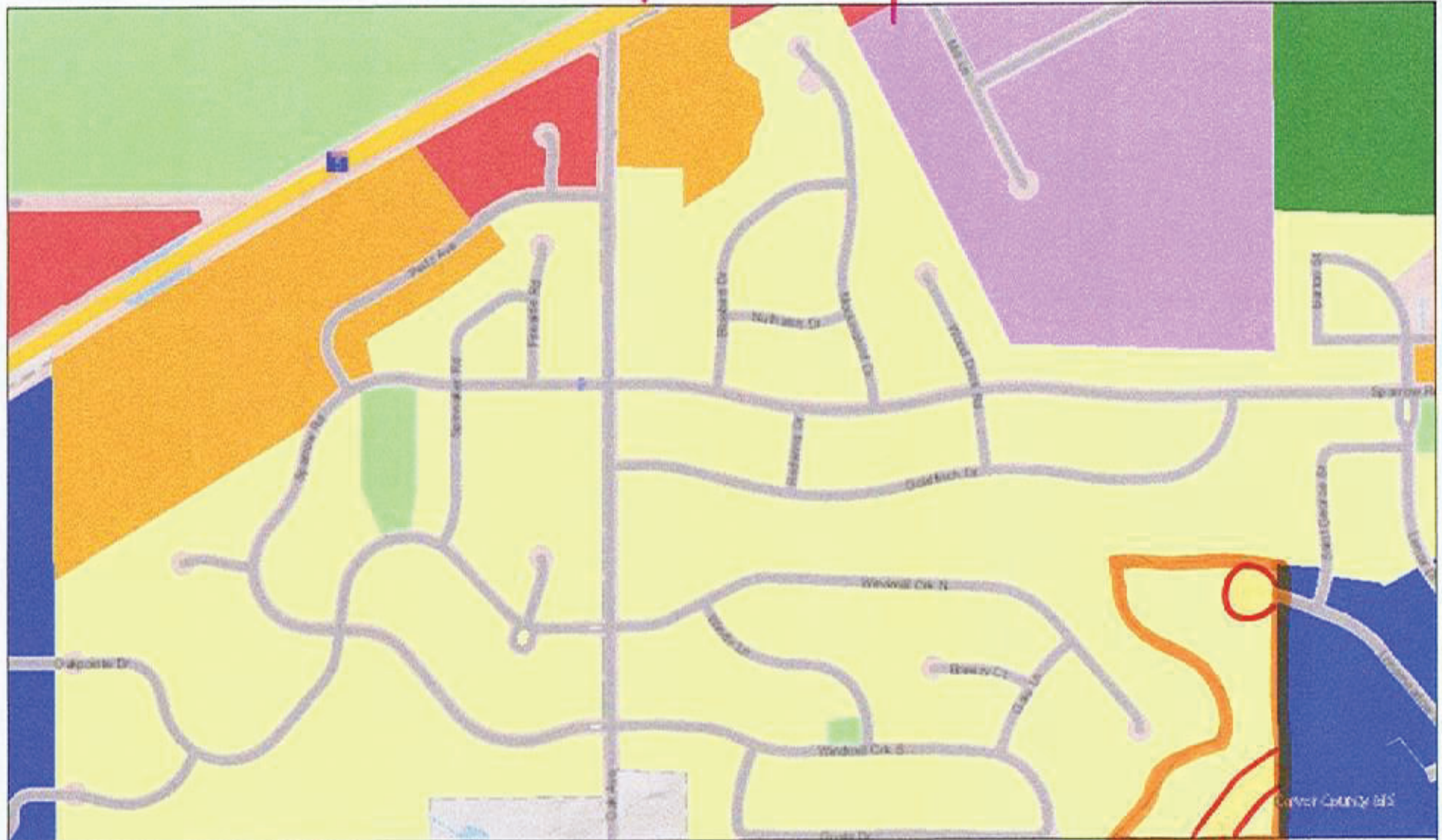
EXISTING LAND USE MAP



PROPOSED LAND USE MAP

- Legend**
- Future Land Use - 2040
- Land Use Classes
- L - Low Density Residential
 - M - Medium Density Residential
 - H - High Density Residential
 - MXD - Mixed Use
 - C - Commercial
 - BP - Business Park
 - I - Industrial
 - I-P - Institutional or Public
 - P - Park
 - GC - Golf Course
 - R - Rural
 - UR - Urban Reserve
 - W/O - Wetland / Open Space

Sept. 4, 2025 request to amend/correct
2040 Comprehensive Land Use plan 1 of 2



PUD Overlay Districts	B-3 Central Business District	AG Agricultural	R-4 Mixed Residential	P Public District
Zoning Districts	B-4 Health Care Business District	R-1 Single Family Residential	R-5 High Density Residential	PUD Planned Unit Development
B-1 Highway Business District	I-1 Industrial Park District	R-2 Single Family Residential	C Conservation District	
B-2 General Business District	I-2 General Industrial District	R-3 Medium Density Residential	F-1 Fairgrounds District	

City of Waconia

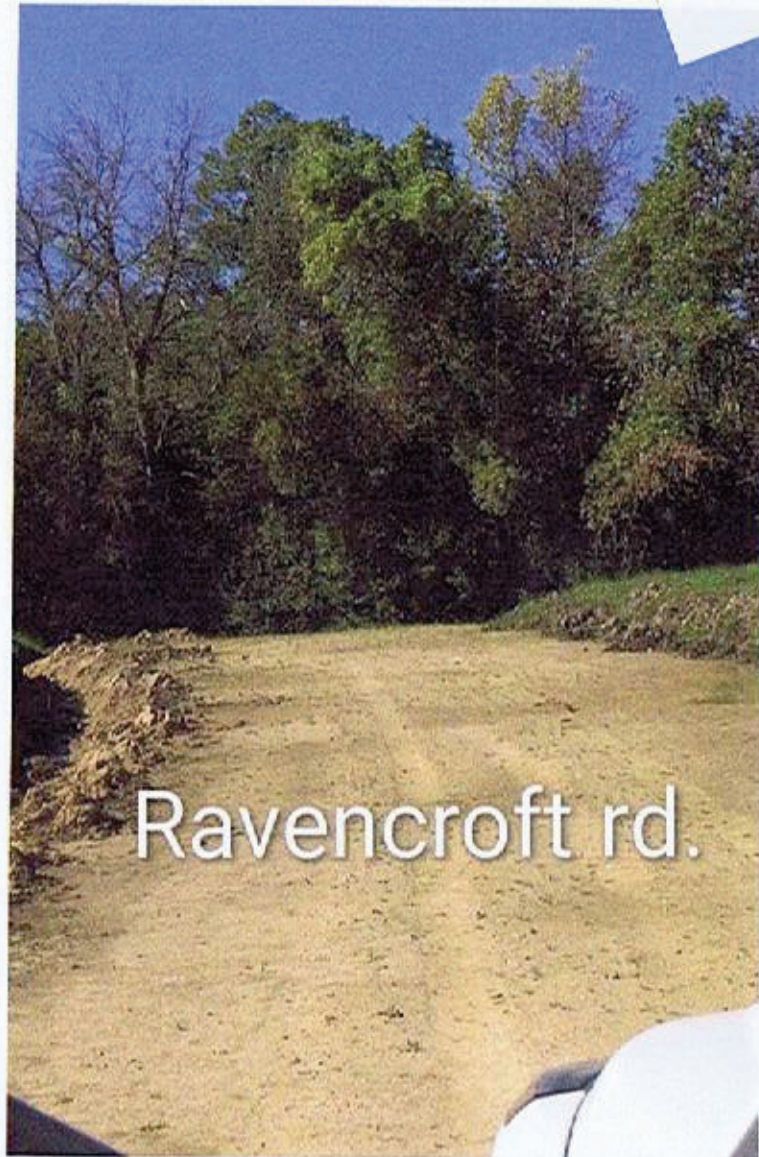
201 Vine Street South, Waconia, MN 55387

2

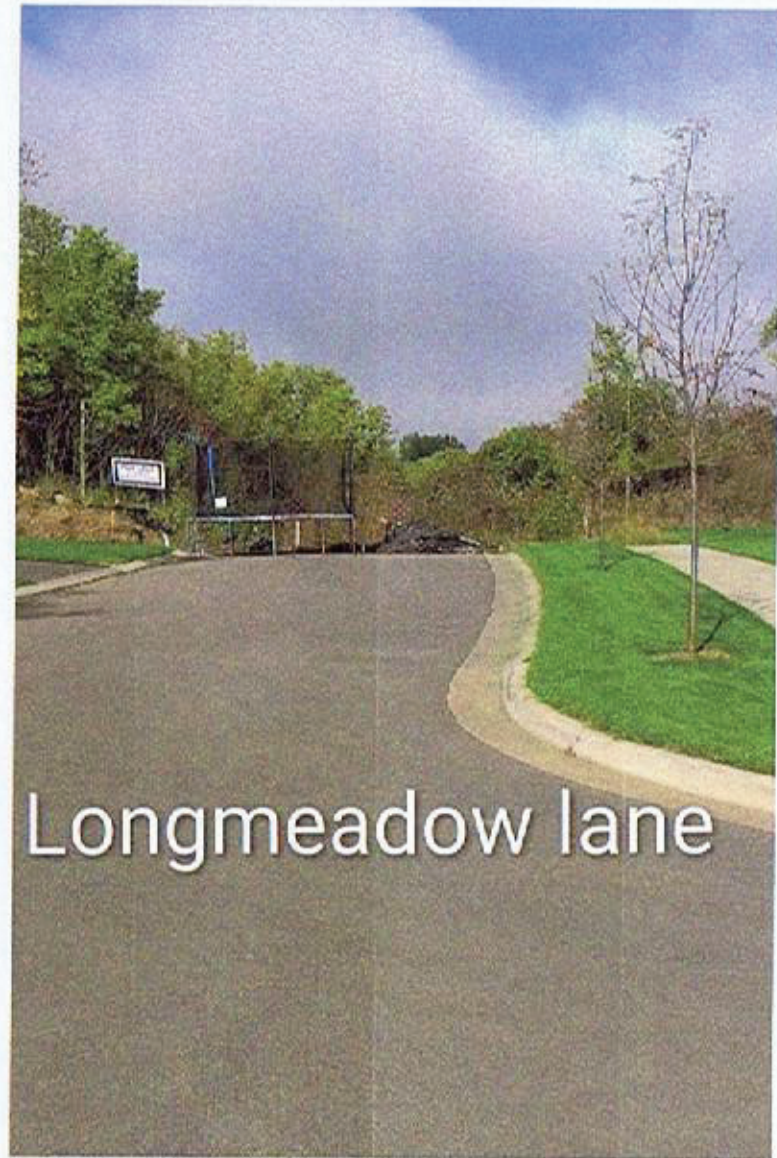
Landscape_8x11

September 2025

EXHIBIT M



Ravencroft rd.



Longmeadow lane

[illegible]

Hand-drawn site map of the Longmeadow site. The map shows a 'Delineated Wetland' area, a 'DOUBLE SILT FENCE' line, and a 'LONGMEADOW LAKE' area. Numerous elevation points and spot heights are marked, along with a 'BENCHMARK' at 956.63. A 'DRILLING' area is also indicated.

Key features and labels on the map include:

- Delineated Wetland:** A large area on the left side of the map.
- DOUBLE SILT FENCE:** A line running horizontally across the middle of the map.
- LONGMEADOW LAKE:** A circular feature on the right side of the map.
- BENCHMARK:** Located at the top right, with a spot height of 956.63.
- DRILLING:** A label near the bottom center of the map.
- Elevation points and spot heights:** Numerous numerical values are scattered throughout the map, including 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000, 1002, 1004, 1006, 1008, 1010, 1012, 1014, 1016, 1018, 1020, 1022, 1024, 1026, 1028, 1030, 1032, 1034, 1036, 1038, 1040, 1042, 1044, 1046, 1048, 1050, 1052, 1054, 1056, 1058, 1060, 1062, 1064, 1066, 1068, 1070, 1072, 1074, 1076, 1078, 1080, 1082, 1084, 1086, 1088, 1090, 1092, 1094, 1096, 1098, 1100, 1102, 1104, 1106, 1108, 1110, 1112, 1114, 1116, 1118, 1120, 1122, 1124, 1126, 1128, 1130, 1132, 1134, 1136, 1138, 1140, 1142, 1144, 1146, 1148, 1150, 1152, 1154, 1156, 1158, 1160, 1162, 1164, 1166, 1168, 1170, 1172, 1174, 1176, 1178, 1180, 1182, 1184, 1186, 1188, 1190, 1192, 1194, 1196, 1198, 1200, 1202, 1204, 1206, 1208, 1210, 1212, 1214, 1216, 1218, 1220, 1222, 1224, 1226, 1228, 1230, 1232, 1234, 1236, 1238, 1240, 1242, 1244, 1246, 1248, 1250, 1252, 1254, 1256, 1258, 1260, 1262, 1264, 1266, 1268, 1270, 1272, 1274, 1276, 1278, 1280, 1282, 1284, 1286, 1288, 1290, 1292, 1294, 1296, 1298, 1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, 1330, 1332, 1334, 1336, 1338, 1340, 1342, 1344, 1346, 1348, 1350, 1352, 1354, 1356, 1358, 1360, 1362, 1364, 1366, 1368, 1370, 1372, 1374, 1376, 1378, 1380, 1382, 1384, 1386, 1388, 1390, 1392, 1394, 1396, 1398, 1400, 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1444, 1446, 1448, 1450, 1452, 1454, 1456, 1458, 1460, 1462, 1464, 1466, 1468, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1498, 1500, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1524, 1526, 1528, 1530, 1532, 1534, 1536, 1538, 1540, 1542, 1544, 1546, 1548, 1550, 1552, 1554, 1556, 1558, 1560, 1562, 1564, 1566, 1568, 1570, 1572, 1574, 1576, 1578, 1580, 1582, 1584, 1586, 1588, 1590, 1592, 1594, 1596, 1598, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, 1628, 1630, 1632, 1634, 1636, 1638, 1640, 1642, 1644, 1646, 1648, 1650, 1652, 1654, 1656, 1658, 1660, 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684, 1686, 1688, 1690, 1692, 1694, 1696, 1698, 1700, 1702, 1704, 1706, 1708, 1710, 1712, 1714, 1716, 1718, 1720, 1722, 1724, 1726, 1728, 1730, 1732, 1734, 1736, 1738, 1740, 1742, 1744, 1746, 1748, 1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1774, 1776, 1778, 1780, 1782, 1784, 1786, 1788, 1790, 1792, 1794, 1796, 1798, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 1820, 1822, 1824, 1826, 1828, 1830, 1832, 1834, 1836, 1838, 1840, 1842, 1844, 1846, 1848, 1850, 1852, 1854, 1856, 1858, 1860, 1862, 1864, 1866, 1868, 1870, 1872, 1874, 1876, 1878, 1880, 1882, 1884, 1886, 1888, 1890, 1892, 1894, 1896, 1898, 1900, 1902, 1904, 1906, 1908, 1910, 1912, 1914, 1916, 1918, 1920, 1922, 1924, 1926, 1928, 1930, 1932, 1934, 1936, 1938, 1940, 1942, 1944, 1946, 1948, 1950, 1952, 1954, 1956, 1958, 1960, 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2

From: [Jake Saulsbury](#)
To: [Lane Braaten](#)
Subject: Windmill Creek Outlot A
Date: Wednesday, October 1, 2025 12:01:40 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Lane,

This email is pertaining to the proposed development by Trumpy Homes on Outlot A of the Windmill Creek Development. I've been working on engineering related items for Waconia for over 20 years, and the development of portions of Outlot A has always been planned to occur after access was provided through Waterford. To follow is an approximate history of what has occurred to date along with a few points I want to pass along:

- History:
 - Windmill Creek developed in ±2001: This included utility stubs into Outlot A and a temporary lift station that was to be removed once the sewage could be directed via gravity through the north end of Outlot A through the future Waterford Development.
 - Waterford initially developed in ±2006 (north half only): This included the removal of the Windmill Creek lift station and the installation of trunk gravity sewer through the north end of Outlot A. This trunk sewer was extended to the northeast through the Waterford development and ultimately discharges to the Hwy 284 regional lift station. Watermain looping was also installed through here at this time.
 - Waterford Development resumed in ±2021: The preliminary plat for the south half of Waterford was reviewed. This included planned road connections to the northeast corner of Outlot A (for this current possible Trumpy Homes Development we're talking about), to the southeast corner of Outlot A (to allow for connection to the western Song River Holdings parcel), and to the south-central area of Waterford (to allow for connection to the currently proposed Elm Creek Ridge Development).
 - Longmeadow Lane constructed in 2022: This road extension connects to Outlot A, and it did not include a cul-de-sac or a temp cul-de-sac. This was discussed during the plan review phase, but it was ultimately decided to omit a temporary cul-de-sac due to the short roadway length and the assumed relatively short time that this configuration would exist. It was decided that a permanent cul-de-sac would be installed on the Windmill Creek Outlot A property instead when that property develops.
 - Ravencroft Road: Similarly to Longmeadow Lane, Ravencroft Road is proposed to be extended to allow for development on the neighboring property. This segment of road hasn't been built yet. Based on the current plans of the Waterford Developer, this will occur within the next 2 to 3 years. This roadway will be required to have a temporary cul-de-sac within Waterford to allow for maintenance and emergency service vehicles to turn around. This temporary cul-de-sac is then planned to be removed in the future when the roadway is extended to/through the south end of Outlot A.
- Other Considerations:
 - The north end of Outlot A has already been disturbed and is currently being accessed by City staff for utility maintenance purposes. A 15-inch trunk sewer main and an 8-inch watermain loop are located here to connect Windmill Creek to Waterford. These utilities are contained within a 30-foot D&U easement.
 - No utility oversizing would be needed to serve any lots in Outlot A. Depending on the layout, it is possible that no sewer main or watermain would be needed at all. It may work to simply connect new sewer and water services to the mains that are in place.
 - Homes were preliminarily laid out previously in the northeast corner of Outlot A that avoid the originally delineated wetlands and are at an elevation above the floodplain located to the south.

Please let me know if you have any questions or if you'd like to further discuss the potential development of this Outlot.



Real People. Real Solutions.



Jake Saulsbury, PE (MN)
Municipal Senior Project Engineer | Senior Principal
Bolton & Menk, Inc.

📍 2638 Shadow Lane Suite 200, Chaska, Minnesota, 55318-1172

☎ (952) 295-2023

📠 (612) 756-4319

✉ jake.saulsbury@bolton-menk.com

🌐 www.Bolton-Menk.com

Memo

To: Lane Braaten, Community Development Director, City of Waconia
From: Kristen Larson, Planning and Water Management
Date: September 5, 2025
Re: City of Waconia 2040 Comprehensive Plan Amendment (rezoning of PID 755750440)
CC: Paul Moline, County Planning & Water Mgmt.
Jason Mielke, County Land Mgmt.
Drew Pflaumer, County Public Works
Justin Broughman, County Public Works

Enclosures: none

Carver County has reviewed the proposed amendment to the city of Waconia's 2040 Comprehensive Plan to re-guide the approximately 4.4 acres of PID# 755750440 as L, Low Density Residential versus its current designations as W/O, Wetland/Open Space. The county is supportive of the amendment. Staff from the Land Management, Planning and Water Management, and Public Works departments reviewed the amendment and have the following comments:

- 1. Required permits.** Please note that the project will require a stormwater permit from Carver County for the proposed development. Additional information on the County's stormwater permitting process can be found online [here](#) (rule language, application, staff contacts, etc). The developer must obtain necessary permits from the County and other agencies prior to beginning work onsite.
- 2. Nearby water resources.** An unnamed creek and a wetland are present on this parcel. Please note that floodplain protection and waterbody setback requirements will apply. A minimum 30 ft vegetated setback is required from all streams and a 20 ft vegetated setback is required from wetlands. These setbacks may increase depending on site conditions (steep slopes, untreated stormwater discharge, etc).

Thank you for considering Carver County's comments. Please let me know if you have any questions.

Sincerely,

Kristen Larson, Planner
Carver County Planning & Water Management

CITY OF WACONIA, MN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Waconia, MN, will hold a public hearing on September 4th, 2025, at 6:30 p.m., at the Waconia City Hall, 201 South Vine Street, Waconia, MN, to consider a Comprehensive Plan Amendment application submitted by Preston Fox for a portion of the property identified as PID# 755750440.

The entire 11-acre subject property is currently guided W/O, Wetland/Open Space. The applicant is requesting to re-guide approximately 4.5 acres of the subject parcel as L, Low Density Residential to allow for a future residential development.

Pertinent information pertaining to this request is available at City Hall. Interested persons may submit written or oral comments pertaining to this matter any time prior to the hearing, or at the hearing on September 4th, 2025. Written comments will be distributed to the Planning Commission for review and consideration. Please submit written comments by mail, email or in person as follows:

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

By: WACONIA PLANNING COMMISSION
ATTEST: Lane L. Braaten, Community Development Director

(Published in the Waconia Patriot on August 21st, 2025)

From: [Lindsey Lauby](#)
To: [Lane Braaten](#)
Subject: Re: Opposition to Comprehensive Plan Amendment (PID #755750440)
Date: Friday, August 29, 2025 2:30:53 PM

Dear Chair and Members of the Planning Commission,

I am writing to respectfully oppose the request by Preston Fox to amend the Comprehensive Plan to re-guide approximately 4.5 acres of Wetland/Open Space (PID #755750440) to Low Density Residential.

This parcel was intentionally designated as Wetland/Open Space in the City's Comprehensive Plan due to its environmental value, and I urge the Commission to maintain that designation for the following reasons:

1. Wetlands & Wildlife Habitat

- The subject area contains active wetlands that support a wide variety of wildlife, including wood ducks, swans, otters, deer, pheasants, and fish.
- These wetlands provide essential ecological functions, including water filtration, stormwater storage, and wildlife habitat. Once filled or developed, these resources cannot be replaced

2. Stormwater, Flooding, and Drainage Concerns

- Wetlands act as a natural buffer by absorbing and slowing runoff. Development would increase impervious surfaces, leading to higher flood risks for surrounding neighborhoods, including my own property.
- Given recent heavy rain events in Minnesota, the loss of flood storage capacity poses a significant risk to homeowners and city infrastructure.
- We have also had multiple issues that have been reported with flooding from excess runoff

3. Consistency with the Comprehensive Plan

- The City's adopted Comprehensive Plan designates this area as Wetland/Open Space to protect environmental resources and

maintain community balance.

- Re-guiding the land to residential undermines the integrity of the Plan and sets a precedent that other protected open space could be converted, contrary to the public interest.

4. Community Impact

- Residents purchased homes near this property with the expectation that the wetlands and open space would remain protected. Allowing development here would negatively impact neighborhood character and property values.

For these reasons, I respectfully request that the Planning Commission deny the proposed Comprehensive Plan Amendment and preserve the subject parcel's Wetland/Open Space designation.

Thank you for your consideration of this important matter. I plan to attend the September 4th hearing and speak further on this issue.

Sincerely,

-Lindsey Lauby
Lindseylauby@gmail.com

September 2, 2025

City of Waconia Planning Commission

Attention: Lane Braaten, Community Development Director

lbraaten@waconiamn.gov

201 South Vine Street

Waconia, MN 55387

Subject: Response to Notice of Public Hearing – Re-Guiding of 4.5 Acres of PID
#755750440

Dear Mr. Braaten and Members of the Planning Commission,

I am writing to formally acknowledge receipt of the notice regarding the upcoming public hearing scheduled for September 4, 2025, concerning the proposed re-guiding of 4.5-acres within the 11-acre parcel of land identified as PID #755750440. A portion of this PID, presently designated as W/O Wetland/Open Space, is being considered for rezoning to L, Low Density Residential.

I appreciate the City of Waconia's commitment to transparent planning processes and the opportunity for community members to express their perspectives. As an interested party (adjacent homeowner), my family relied on the abundant research and stability provided by the City of Waconia 2040 Comprehensive Plan (the Plan). As such, I would like to offer the following comments, for your consideration of denying the re-guiding request, in relation to the Plan that homeowners have relied upon for their substantial investments.

The Plan for the City of Waconia provides detailed guidelines on land use changes, including the conversion of wetland/open space. For ease of reference, here is a (non-exhaustive) summary of relevant points within the Plan:

Ability to Change Wetland/Open Space to Residential Low Density

The Plan outlines that areas designated as **wetland/open space** are protected under various environmental regulations. These areas include wetlands, ponds, and other similar undevelopable acreage. The **Land Use Plan** map and associated policies indicate that

these areas are intended to remain as open space to preserve natural resources and environmental quality.

Restrictions on Changing Wetland/Open Space to Residential or Other Zoning Designations

1. **Environmental Protection Regulations:** The Plan includes specific regulations to protect wetlands and other natural resources. Section 900.06.8 of the City zoning regulations protects wetlands defined by state or federal agencies. No filling, grading, dredging, excavation, or construction is allowed in the Wetland Protection Area or on lands abutting, adjoining, or affecting said area if such activity is incompatible with the preservation of those wetlands in their natural state. Further, the current designation of Wetland/Open Space provides important ecological benefits, including habitat preservation, stormwater management, and open space for public enjoyment, a key element in current homeowner's investments. Any proposed changes would need to comply with the environmental protection regulations, shoreland and floodplain overlay districts, and the overall land use policies outlined in the Plan.
2. **Shoreland Overlay District:** This district includes all land within 1,000 feet of the ordinary high water of a protected water of 10 acres or more, within 300 feet of a river or stream, or the landward extent of a flood plain on such a river or stream, whichever is greater. Development within these areas is heavily regulated to protect water quality and natural habitats. The stream within the subject PID is, arguably, protected as a tributary (page 72), thus identifying land within 300 feet as having another layer of federal protection. Lastly, figure 1-2 identifies the entire parcel as "Lakes & Ponds", a relied upon identity for current homeowners.
3. **Land Use Policies:** The Plan emphasizes the importance of protecting sensitive environmental resources and preserving rural character.
4. **Development Staging Plan:** The Plan includes a development staging plan that anticipates the sequential annexation and servicing of lands within the Orderly Annexation Area. This plan ensures that development occurs in a controlled and sustainable manner, with a focus on protecting natural resources.

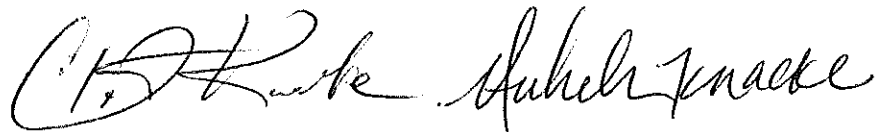
In summary, the Plan places significant restrictions on the ability to change wetland/open space to residential or any other zoning designation. While the restrictions are designed to manage several goals, such as protecting natural resources, maintaining environmental quality, and providing wetland/open space for public enjoyment, I want to emphasize the importance the Plan provides to homeowners when making investment decisions.

In closing, I respectfully request that the re-guiding request be denied and the current designation of PID #755750440 remain intact, in its entirety, as provided in the Plan. This result would follow the protections afforded the current wetland/open space along with the incredible amount of reliance the Plan provided to Waconia residents making a long-term investment based on the Plan's wetland/open spaces.

I appreciate your attention to these considerations. I trust the Planning Commission will carefully evaluate both the immediate and long-term implications of this proposed change.

Thank you for your service and dedication to the Waconia community.

Sincerely,

A handwritten signature in black ink, appearing to read "Clint & Michelle Knacke". The signature is fluid and cursive, with the first names being more prominent and the last name following in a similar style.

Clint & Michelle Knacke

846 Windmill Crk. N.

Waconia, MN 55387

clintknacke@gmail.com

952.240.3149



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 6, 2025	
Item Name: 9.2. Approve 801 Highway 284 and Hospital Purchase Option	
Originating Dept: Administration	
Presented By: Shane Fineran	
Previous Council Action:	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-241 Approving Agreement Regarding Hospital Purchase Option	
EXPLANATION OF AGENDA ITEM: The City has been in negotiation with Ridgeview Medical Center for the acquisition of 801 Highway 284, the former UFC site, and the termination of the lease and sale of leased assets of the Ridgeview Medical Center hospital grounds. In 2000, the City entered into a debt payment agreement and an operating lease agreement with Ridgeview to operate the once owned and operated city hospital and entered into a long-term lease for that asset with an eventual option to purchase the assets for \$1. The debt payment agreement has long been satisfied and the relationship to date that continues to exist is the lease of real property of the main hospital campus. As a means to spur the redevelopment of the 801 Hwy 284 site and make improvements to the transportation network in this area, the city began negotiations with Ridgeview Medical Center for the transfer of the 801 Highway 284 site to the city in exchange for the termination of the hospital grounds lease and ultimate transfer of the property. The city is uniquely positioned to leverage additional funding through various grants and economic development tools to transform this area of the community through redevelopment of the existing site and use. The property is currently zoned B-1, Highway Commercial and potential future uses could include commercial, office, retail, and residential. In consideration of the net present value of the remaining lease term, a total deal price valuation of \$5,639,061.00 was agreed upon with the valuation of the 801 Hwy 284 property set at \$4,100,000.00. The balance of the net present value of the lease remaining at \$1,539,061, will be paid by Ridgeview Medical Center to the city through 2030. Upon execution of the attached agreement, a due diligence period will begin until November 15th with closing scheduled for December 16th, 2025. Upon closing, the City and Ridgeview will execute: 1. Third Amendment to Hospital Operating Lease 2. Conveyance of Leased Assets to Ridgeview 3. Conveyance of 801 Hwy 284 to the City 4. Installment Payment Schedule to the City 5. Abandonment of City's ex-officio seat on the Ridgeview Medical Center board The agreement and exhibits have been reviewed by the City's legal counsel in this matter,	

Corrine Heine with Campbell Knutson. Staff recommend approval of the agreement.

ATTACHMENTS:

1. Resolution No. 2025-241 Hospital Purchase Agreement
2. Purchase Option 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. 2025-241**

**RESOLUTION RELATED TO CITY-OWNED PROPERTY AT 500 SOUTH MAPLE STREET;
APPROVING AGREEMENT REGARDING HOSPITAL PURCHASE OPTION**

WHEREAS, the City of Waconia is the fee owner of certain real estate located at 500 South Maple Street, Waconia, Minnesota (the “Property”); and

WHEREAS, the Property is subject to a Hospital Operating Lease Agreement dated November 15, 1999, as amended (the “Lease”), under which Ridgeview Medical Center (“RMC”) leases and has an option to purchase the Property; and

WHEREAS, City staff and RMC have negotiated an Agreement Regarding Hospital Option that would amend the Lease with respect to the option to purchase the Property, provide for an exchange of land as partial consideration for RMC’s purchase of the Property and related personal property, and provide for the amendment of RMC’s bylaws with respect to the ex-officio membership of the Mayor of the City of Waconia on the RMC Board of Directors.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council approves the Agreement Regarding Hospital Purchase Option in a form substantially conforming to the copy provided in the agenda packet for the October 6, 2025 city council meeting (the “Agreement”). The City Administrator and special counsel are authorized to approve non-material changes and corrections to the form of the Agreement prior to its execution.
2. The Mayor and City Clerk are authorized and directed to execute the Agreement in the form as finally approved by the City Administrator and special counsel and are further directed to execute all instruments of conveyance necessary to complete the transaction contemplated by the Agreement.
3. The City Administrator is authorized to execute documents, other than instruments of conveyance, that are necessary to complete the transaction contemplated by the Agreement, including but not limited to the closing statement and affidavits.

Adopted by the City Council of the City of Waconia this 6th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator

AGREEMENT REGARDING HOSPITAL PURCHASE OPTION

This Agreement Regarding Hospital Purchase Option ("**Agreement**") is dated OCTOBER 6, 2025, ("**Effective Date**") and is between the City of Waconia, a Minnesota municipal corporation ("**City**"), Ridgeview Medical Center, a Minnesota nonprofit corporation ("**Ridgeview**"), and 801 Highway 284, LLC, a Minnesota nonprofit limited liability company ("**801 LLC**"). The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by all of the parties to this Agreement. The last party executing this Agreement shall insert the Effective Date above and immediately deliver the fully executed Agreement to the other parties.

RECITALS

A. The City and RMC are parties to a Hospital Operating Lease Agreement dated November 15, 1999 ("**Original Lease**"), pursuant to which the City leased certain hospital system assets to Ridgeview commencing January 1, 2000. The Original Lease was amended by that certain First Amendment to Hospital Operating Lease Agreement dated April 12, 2007 ("**First Amendment**") and that certain Second Amendment to Hospital Operating Lease Agreement dated December 3, 2018 ("**Second Amendment**"). The Original Lease, the First Amendment, and the Second Amendment are referred to in this Agreement, collectively, as the "**Lease**."

B. The City holds fee title to the real property depicted on attached Exhibit A-1, which is legally described on Exhibit A-2 ("**Main Hospital Campus Property**"). Ridgeview has possession of the Main Hospital Campus Property pursuant to the Lease and uses it for Ridgeview's healthcare operations.

C. The City also holds title to certain personal property located at the Main Hospital Campus Property ("**Hospital Personal Property**"). Ridgeview has possession of the Hospital Personal Property pursuant to the Lease and uses it for Ridgeview's healthcare operations.

D. For purposes of this Agreement, the phrase "**Leased Assets**" shall have the meaning given it in the Lease. The parties acknowledge the Leased Assets include both the Main Hospital Campus Property and the Hospital Personal Property.

E. Pursuant to Section 10.5 of the Lease, Ridgeview has an option to purchase the Leased Assets. The parties desire to enter into a third amendment to the Lease ("**Third Amendment to Hospital Operating Lease**" or "**Third Amendment**") that modifies such purchase option. Ridgeview then intends to exercise such purchase option pursuant to the terms of the Lease, as amended.

F. Regarding the purchase price that Ridgeview will pay if it exercises its option to purchase the Leased Assets, 801 LLC holds fee title to the real property depicted on attached Exhibit B-1, which is legally described on attached Exhibit B-2 ("**801 Highway 284 Property**"). Ridgeview is the sole member of 801 LLC. Ridgeview desires to have 801 LLC convey the 801 Highway 284 Property to the City as a partial payment of the purchase price for the Leased Assets. Provided the City is satisfied with its due diligence investigation of the 801 Highway 284 Property,

the City desires to accept such conveyance as partial payment. The parties further desire to have Ridgeview pay the balance of the purchase price in installment payments.

G. As provided in the bylaws for Ridgeview's Board of Directors ("**Ridgeview's Board**"), the mayor of the City serves as a non-voting member of Ridgeview's Board. In connection with the other transactions described in this Agreement, the parties desire to eliminate the City's non-voting member from Ridgeview's Board.

H. In light of the above, the parties desire to memorialize their agreements regarding:

- The Third Amendment to Hospital Operating Lease;
- Ridgeview's due diligence investigation of the Leased Assets;
- The City's due diligence investigation of the 801 Highway 284 Property;
- If Ridgeview exercises its option to purchase the Leased Assets:
 - The process for having the City convey the Leased Assets to Ridgeview;
 - The process for having 801 LLC convey the 801 Highway 284 Property to the City as partial payment of the purchase price;
 - The terms upon which Ridgeview will make installment payments to the City for the balance of the purchase price; and
 - The elimination of the City's non-voting member from Ridgeview's Board.

NOW, THEREFORE, in consideration of the mutual terms and obligations contained in this Agreement the City, Ridgeview, and 801 LLC agree as follows:

TERMS

1. **Third Amendment to Hospital Operating Lease.** Subject to the terms and conditions of this Agreement, on the Closing Date (defined in Section 7 below), the City and Ridgeview shall enter into a Third Amendment to Hospital Operating Lease, which shall be in the form attached to this Agreement as Exhibit C. The Third Amendment shall be dated effective as of the Closing Date.
2. **Exercise of Option to Purchase.** Subject to the terms and conditions of this Agreement, on the Closing Date and immediately after the Third Amendment has been fully executed, Ridgeview shall execute and deliver to the City two originals of a notice of intent to exercise the option to purchase granted to Ridgeview in Section 10.5(b) of the Lease, as amended by the Third Amendment ("**Option Exercise Notice**"). The Option Exercise Notice shall be in the form attached to this Agreement as Exhibit D. Upon receiving such notice, the City shall execute the acknowledgement of receipt at the bottom of such notice and immediately return one fully executed original to Ridgeview. The Option Exercise Notice shall be dated effective as of the Closing Date and shall be deemed executed and delivered after the Third Amendment.

3. **Conveyance of Leased Assets.**

3.1. **Main Hospital Campus Property.**

3.1.1. **Deed.** Subject to the terms and conditions of this Agreement, the City shall convey the Main Hospital Campus Property to Ridgeview on the Closing Date using a limited warranty deed form ("**City Deed**"), and Ridgeview shall accept such real property from the City. The conveyance shall include all easements and rights benefiting or appurtenant to the Main Hospital Campus Property and shall be subject to Permitted Encumbrances, as determined pursuant to Section 5.4.5 below.

3.1.2. **Release from Lease.** To provide notice of the Lease, the City and Ridgeview executed a Memorandum of Lease dated effective January 1, 2000, which was recorded and filed on February 3, 2000, as Document No. A264454 in the Office of the County Recorder, Carver County, Minnesota, and as Document T112723 in the Office of the Registrar of Titles Carver County, Minnesota ("**Memorandum of Lease**"). The Memorandum of Lease was later modified to release certain parcels therefrom that are not part of the Main Hospital Campus Property and supplemented by that certain Agreement Subjecting Real Property to Lease and Memorandum of Lease dated November 14, 2011, which was recorded on the same date as Document No. A545208 in the Office of the County Recorder, Carver County, Minnesota ("**Supplemental Memorandum**"). At Closing, the City and Ridgeview shall release the Main Hospital Campus Property from the Lease, Memorandum of Lease, and Supplemental Memorandum using the form of Release of Property from Lease and Memorandum of Lease attached to this Agreement as Exhibit E ("**Release**") The parties agree to date the Release as of the Closing Date and to instruct the Title Company to record the Release prior to recording the City Deed.

3.2. **Hospital Personal Property.** Subject to the terms and conditions of this Agreement, the City shall convey the Hospital Personal Property to Ridgeview on the Closing Date using a Bill of Sale and Assignment in the form attached as Exhibit E ("**Bill of Sale**"), and Ridgeview shall accept such personal property from the City. The Bill of Sale shall be dated effective as of the Closing Date.

3.3. **Ridgeview Bylaw Revisions.** Provided the Closing for the conveyance of the Leased Assets from the City to Ridgeview is consummated, and in conjunction therewith, the following shall occur:

3.3.1. Regarding the Corporate Bylaws of Ridgeview Medical Center, the City shall provide a certified copy of a City Council resolution passed by an affirmative vote of the City Council at a duly called annual or special meeting thereof approving the bylaw revisions set forth in attached Exhibit G ("**City's Certified Resolution**").

3.3.2. The City's Mayor shall resign his position on Ridgeview's Board using the form of resignation attached as Exhibit H ("**Mayor's Resignation**"). The City and Ridgeview acknowledge that concurrent with the City's execution of this Agreement, the Mayor has voluntarily agreed to resign pursuant to the limited agreement of the Mayor, as an individual, located at the bottom of the signature page for this Agreement.

4. **Purchase Price.** The purchase price required by Section 10.5(b) of the Lease, which is \$5,639,061.00 ("**Purchase Price**"), shall be paid as follows:

4.1. **Conveyance of 801 Highway 284 Property.** On the Closing Date, 801 LLC shall convey the 801 Highway 284 Property to the City using a limited warranty deed form ("**801 LLC Deed**") and the City shall accept such property. Such conveyance shall include all easements and rights benefiting or appurtenant to the 801 Highway 284 Property and shall be subject to Permitted Encumbrances, as determined pursuant to Section 5.4.5 below. Further, prior to conveying such property, 801 LLC shall execute and record a Declaration of Use Restriction against the property in the form attached as Exhibit I ("**Declaration of Use Restriction**"). The parties stipulate the value of the 801 Highway 284 Property is \$4,100,000.00.

4.2. **Cash Payment.** Ridgeview shall pay the balance of the Purchase Price, \$1,539,061.00, to the City in installments as follows:

\$139,061.00 on the Closing Date;
\$200,000.00 on September 1, 2026;
\$300,000.00 on September 1, 2027;
\$300,000.00 on September 1, 2028;
\$300,000.00 on September 1, 2029; and
\$300,000.00 on September 1, 2030.

All funds shall be paid in U.S. Dollars via wire transfer or ACH transfer to an account designated by the City. Ridgeview's payment obligation shall survive the Closing and the delivery of the 801 LLC Deed.

4.3. **Allocation of Purchase Price.** The parties agree that \$5,500,000.00 of the Purchase Price shall be allocated to the acquisition of the Main Hospital Campus Property and \$139,061.00 of the Purchase Price shall be allocated to the Hospital Personal Property.

4.4. **Costs and Prorations.** Prorations and costs associated with the transactions described in this Agreement shall be allocated between the parties as described in Section 9 below.

5. **Due Diligence.**

5.1. **Contingency Period.** Commencing on the Effective Date and continuing until 5 p.m. CDT on the later of November 15, 2025 or 30 days after the Effective Date

(“**Contingency Period**”), the City shall have the right to enter onto the 801 Highway 284 Property for the purpose of testing and inspecting such property. Further, during the Contingency Period Ridgeview shall be allowed to perform any testing and inspecting of the Leased Assets that it desires. All testing and inspections shall comply with Section 5.3 below.

- 5.2. **Documents.** Within 10 calendar days after the Effective Date of this Agreement, 801 LLC shall deliver copies of the following documents to the City for its review (collectively, “**801 Highway 284 Documents**”):

5.2.1. Environmental studies and reports provided to 801 LLC, or prepared at its request, when it purchased the 801 Highway 284 Property;

5.2.2. The owner’s title insurance policy obtained by 801 LLC when it purchased the 801 Highway 284 Property; and

5.2.3. The survey 801 LLC obtained when it purchased the 801 Highway 284 Property.

- 5.3. **Inspections.** Each party shall have until the expiration of the Contingency Period to conduct such testing and inspections of the property it is acquiring as the party desires including, but not limited to, environmental assessments. All such testing and inspection shall be at the expense of the party conducting such testing or inspection. If a Phase 1 environmental report recommends Phase 2 evaluation, the party that obtained the Phase 1 report shall consult with the other parties and obtain their approval prior to proceeding, which approval shall not be unreasonably withheld, conditioned, or delayed. Each party shall, at its sole cost, promptly: i) restore the property inspected or tested by the party to the same condition it was in prior to any testing or inspection; and ii) send the other parties courtesy copies of all studies and reports generated regarding the property. The obligations to restore property and provide courtesy copies of studies and reports shall survive any termination of this Agreement.

- 5.4. **Title.**

5.4.1. **Title Company.** The parties agree to use Title Mark, Waconia, Minnesota (“**Title Company**”) to coordinate and conduct the Closing.

5.4.2. **Title Insurance Commitments.** Within 10 days of the Effective Date, 801 LLC shall request the Title Company to provide a title insurance commitment for an ALTA 2021 owner’s policy to the City for the 801 Highway 284 Property. The parties acknowledge that Ridgeview has already requested the Title Company to provide a title insurance commitment for an ALTA 2021 owner’s policy to Ridgeview for the Main Hospital Campus Property.

5.4.3. **Surveys.** Each party may, at its option, obtain an ALTA/ASCM Land Title Survey of the real property it is acquiring.

- 5.4.4. **Title Evidence.** In regard to each real property, the title commitment and the survey described above are, collectively, the “**Title Evidence**” for such real property.
- 5.4.5. **Title Examination.** Within 10 days after receiving the last of the Title Evidence for the real property it is acquiring, a party shall make any written objections it may have to the form or contents of the Title Evidence for such real property. Any matters not objected to within such 10-day period will be deemed “**Permitted Encumbrances**” for such real property. If any party makes any objections, the other party will have the right, but not the obligation, to cure them prior to the expiration of the Contingency Period. Any objections remaining uncured upon the expiration of the Contingency Period shall also become part of the Permitted Encumbrances for the applicable real property. If any of the Title Evidence is endorsed, revised, or updated, a party shall have 10 calendar days after the party’s receipt of the endorsed, revised, or updated Title Evidence to object to any matters shown or disclosed therein and such matters shall be deemed part of such party’s obligations.
- 5.4.6. **Legal Descriptions.** To the extent any legal description found on Exhibit A-2 is found to be inaccurate, the parties agree to work together, in good faith, to prepare a mutually acceptable legal description.
- 5.5. **“As-Is” Conveyances.** Subject to its rights to review, test, and inspect pursuant to this Agreement, each party agrees it is accepting the condition of the property it is acquiring in an “AS-IS” and with “ALL FAULTS” condition. Each party further represents it has had an opportunity to determine that the property it is acquiring is fit for the intended use of such property.

6. **Contingencies.**

- 6.1. **City Contingencies.** The obligations of the City to close the transactions described in this Agreement are subject to the satisfaction or waiver of the following contingencies:
 - 6.1.1. The City determining, in its sole discretion, on or before the expiration of the Contingency Period that it is satisfied with the results of its review, testing, and investigation of the 801 Highway 284 Property.
 - 6.1.2. The City determining, in its sole discretion, on or before the expiration of the Contingency Period that it is satisfied with the state of title for the 801 Highway 284 Property and with the title insurance commitment provided by the Title Company.
 - 6.1.3. 801 LLC conveying marketable title to the 801 Highway 284 Property at the Closing, subject to Permitted Encumbrances.
 - 6.1.4. The representations and warranties made by Ridgeview and 801 LLC in Sections 10.2 and 10.3 below being true at the time of the Closing;

- 6.2. **Ridgeview and 801 LLC Contingencies.** The obligations of Ridgeview and 801 LLC to close the transactions described in this Agreement are subject to the satisfaction or waiver of the following contingencies:
- 6.2.1. Ridgeview determining, in its sole discretion, on or before the expiration of the Contingency Period that it is satisfied with the results of its review, testing, and investigation of Leased Assets.
 - 6.2.2. Ridgeview determining, in its sole discretion, on or before the expiration of the Contingency Period that it is satisfied with the state of title for the Main Hospital Campus Property and with the title insurance commitment provided by the Title Company.
 - 6.2.3. Ridgeview determining, in its sole discretion, on or before the expiration of the Contingency Period that the Main Hospital Campus Property will retain its exempt status for real estate tax purposes.
 - 6.2.4. The City conveying marketable title to the Main Hospital Campus Property at the Closing, subject to Permitted Encumbrances.
 - 6.2.5. The representations and warranties made by the City in Section 10.1 below being true at the time of the Closing;
- 6.3. **Right to Terminate.** If any contingency is not satisfied on or before the expiration of the Contingency Period or the Closing Date, as applicable, the party benefited by the contingency may terminate this Agreement by giving written notice of termination to the other parties. If the party benefited by the contingency fails to give such notice on or before the applicable date set forth above, such contingency shall be deemed automatically waived. Except as expressly provided in this Agreement to the contrary, if this Agreement is terminated the parties agree each party shall bear all costs paid by such party prior to termination.
7. **Closing.** The closing of the conveyances contemplated by this Agreement ("**Closing**") shall occur at the Title Company's office in Waconia, Minnesota, at 11 a.m. CDT on December 16, 2025 ("**Closing Date**"), unless the parties mutually agree to the contrary in writing. 801 LLC shall deliver possession of the 801 Highway 284 Property to the City on the Closing Date.
8. **Closing Documents.**
- 8.1. **City.** On the Closing Date, the City shall execute and deliver the following to Ridgeview and/or 801 LLC, as appropriate (collectively, "**City's Closing Documents**"):
 - 8.1.1. **Deed.** The City Deed, as described in Section 3.1 above. The City Deed shall state that there are no wells on the Main Hospital Campus Property.
 - 8.1.2. **Release of Property from Lease.** The Release described in Section 3.1 above.

- 8.1.3. **Bill of Sale and Assignment.** The Bill of Sale described in Section 3.2 above.
- 8.1.4. **Seller's Affidavit.** An Affidavit of the City confirming that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the City or the Main Hospital Campus Property; that there has been no labor or material furnished to the Main Hospital Campus Property on behalf of the City for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Main Hospital Campus Property of which the City is aware, except as expressly disclosed in such affidavit.
- 8.1.5. **FIRPTA Affidavit.** A non-foreign person affidavit, properly executed by the City and containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 8.1.6. **Septic Disclosure.** The Septic System Transfer Disclosure Form required by Carver County.
- 8.1.7. **City Resolution and Resignation.** The City's Certified Resolution described in Section 3.3.1 above.
- 8.1.8. **Mayor's Resignation.** Facilitate delivery of the Mayor's Resignation described in Section 3.3.2 above.
- 8.1.9. **Other Documents.** Such other documents as may be reasonable and necessary to complete the Closing and effectively transfer the Main Hospital Campus Property, as requested by the other parties or the Title Company.
- 8.2. **Ridgeview's Closing Documents.** On the Closing Date, Ridgeview shall execute and deliver the following to the City (collectively, "**Ridgeview's Closing Documents**"):
 - 8.2.1. **Option Exercise Notice.** The Option Exercise Notice described in Section 2 above.
 - 8.2.2. **Release of Property from Lease.** The Release described in Section 3.1 above.
 - 8.2.3. **Bill of Sale and Assignment.** The Bill of Sale described in Section 3.2 above.
 - 8.2.4. **Payment.** Ridgeview shall wire funds to the Title Company sufficient to distribute the Closing Date payment to the City required by Section 4.2 above.
- 8.3. **801 LLC's Closing Documents.** On the Closing Date, 801 LLC shall execute and deliver the following to the City (collectively, "**801 LLC's Closing Documents**"):
 - 8.3.1. **Deed.** The 801 LLC Deed, as described in Section 4.1 above. The 801 LLC Deed shall state that there are no wells on the 801 Highway 284 Property.
 - 8.3.2. **Declaration.** The Declaration of Use Restriction described in Section 4.1 above.

- 8.3.3. **Seller's Affidavit.** An Affidavit of 801 LLC confirming that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving 801 LLC or the 801 Highway 284 Property; that there has been no labor or material furnished to the 801 Highway 284 Property on behalf of 801 LLC for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the 801 Highway 284 Property of which 801 LLC is aware, except as expressly disclosed in such affidavit.
- 8.3.4. **FIRPTA Affidavit.** A non-foreign person affidavit, properly executed by 801 LLC and notarized, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 8.3.5. **Septic Disclosure.** The Septic System Transfer Disclosure Form required by Carver County.
- 8.3.6. **Other Documents.** Such other documents as may be reasonable and necessary to complete the Closing and effectively transfer the 801 Highway 284 Property, as requested by the other parties or the Title Company.

9. **Prorations and Allocations.** The parties agree to the following prorations and allocations of costs:

- 9.1. **Real Estate Taxes and Special Assessments for Main Hospital Campus Property.** The parties acknowledge the Main Hospital Campus Property has exempt status for real estate tax purposes. Ridgeview shall assume all special assessments levied or pending against the Main Hospital Campus Property.
- 9.2. **Real Estate Taxes and Special Assessments for 801 Highway 284 Property.** Regarding the 801 Highway 284 Property, the parties shall pay real estate taxes ("**Real Estate Taxes**"), service charges (including service charges assessed against real property on an annual basis pursuant to Minnesota Statutes, §429.101, whether such assessments are pending or levied) ("**Service Charges**") and special assessments ("**Special Assessments**") as follows:
 - 9.2.1. On or before the Closing Date, 801 LLC shall pay all Real Estate Taxes, Service Charges, and any penalties and interest thereon, that are due and payable in 2025 and for all prior years. The City shall be responsible for all Real Estate Taxes and Service Charges payable in 2026 and thereafter.
 - 9.2.2. On or before the Date of Closing, 801 LLC shall pay or provide for the payment of any Special Assessments levied against the Property as of the Effective Date. The City shall assume all Special Assessments levied after the Effective Date. Notwithstanding anything to the contrary above, any Special Assessments paid in installments with Real Estate Taxes for the year Closing occurs shall be prorated on a per diem basis, using a calendar

year, to the Closing Date. The City shall assume all installments due thereafter.

- 9.3. **Title.** The City shall pay the cost of the title insurance commitment for the Main Hospital Campus Property, and 801 LLC shall pay the cost of the title insurance commitment for the 801 Highway 284 Property. Ridgeview shall pay the cost of the survey for the Main Hospital Campus Property, and the City shall pay the cost of the survey for the 801 Highway 284 Property. Each party shall pay the cost of its owner's title insurance policy and any endorsements to such policy.
- 9.4. **Due Diligence.** Each party shall pay all costs associated with any testing and investigation performed by the party (provided the other parties shall provide reasonable cooperation without charge).
- 9.5. **Closing Costs.**
 - 9.5.1. The City and Ridgeview shall each pay one-half of the closing fee charged by the Title Company.
 - 9.5.2. The City shall pay the deed tax associated with the City Deed.
 - 9.5.3. 801 LLC shall pay the deed tax associated with the 801 LLC Deed.
 - 9.5.4. Recording fees shall be allocated in the customary manner.
- 9.6. **Rent.** Monthly rent paid by Ridgeview for the Main Hospital Campus Property shall be prorated to the Closing Date on a per diem basis, based on the number of days in the month Closing occurs. 801 LLC shall retain all rent received for the 801 Highway 284 Property prior to Closing.
- 9.7. **Utilities.** The parties acknowledge that all utilities for the Main Hospital Campus Property are currently in Ridgeview's name and no transfer is required. The parties shall work together, in good faith, to transfer the utilities for the 801 Highway 284 Property into the City's name as of the Closing Date.
- 9.8. **Broker Commissions.** The City, Ridgeview, and 801 LLC represent and warrant to each other that they have dealt with no brokers, finders, or the like in connection with the transactions described in this Agreement, except that 801 LLC shall pay a commission to Forte Real Estate Partners in accordance with a separate agreement.
- 9.9. **Attorneys' Fees.** Each party shall pay its own attorneys' fees.
10. **Representations, Warranties and Disclosures.**
 - 10.1. **City.** The City represents, warrants, and discloses as follows:
 - 10.1.1. **Authority.** The City has the legal authority to enter into this Agreement and to sell the Main Hospital Campus Property. The individuals executing this Agreement on behalf of the City have the legal authority to execute this Agreement on behalf of the City and to bind the City.

- 10.1.2. **Status.** The City is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as defined in §1445 of the Internal Revenue Code.
- 10.1.3. **Environmental.** To the best of the City’s knowledge, there is no basis for the City to record with the County Recorder or Registrar of Titles an affidavit described in Minnesota Statutes, §115B.16, Subd. 2, indicating that there is “extensive contamination” on the Main Hospital Campus Property.
- 10.1.4. **Wells and Septic Systems.** To the best of the City’s knowledge, there are no “wells” located on the Main Hospital Campus Property within the meaning of Minnesota Statutes, Chapter 103I. To the best of the City’s knowledge, there is no “individual sewage treatment system” within the meaning of Minnesota Statutes, §115.55 on or serving the Main Hospital Campus Property. These representations are intended to satisfy the requirements of such statutes.
- 10.1.5. **Methamphetamine Production.** To the best of the City’s knowledge, methamphetamine production has not occurred on the Main Hospital Campus Property.
- 10.1.6. **Airport Zoning Regulations.** If airport zoning regulations affect the Main Hospital Campus Property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the Main Hospital Campus Property is located.
- 10.2. **Ridgeview’s Representations, Warranties and Disclosures.** Ridgeview represents, warrants, and discloses as follows:
- 10.2.1. **Authority.** Ridgeview has the legal authority to enter into this Agreement. The individuals executing this Agreement on behalf of Ridgeview have the legal authority to execute this Agreement on behalf of Ridgeview and to bind Ridgeview.
- 10.2.2. **Status.** Ridgeview is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as defined in §1445 of the Internal Revenue Code.
- 10.3. **801 LLC’s Representations, Warranties And Disclosures.** 801 LLC represents, warrants, and discloses as follows:
- 10.3.1. **Authority.** 801 LLC has the legal authority to enter into this Agreement and to sell the 801 Highway 284 Property. The individuals executing this Agreement on behalf of 801 LLC have the legal authority to execute this Agreement on behalf of 801 LLC and to bind 801 LLC.
- 10.3.2. **Status.** 801 LLC is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as defined in §1445 of the Internal Revenue Code.

10.3.3. **Tenants.** There are no tenant leases currently in effect for the 801 Highway 284 Property and 801 LLC shall not enter into any lease for the 801 Highway 284 Property prior to Closing.

10.3.4. **Environmental.** To the best of 801 LLC's knowledge, there is no basis for 801 LLC to record with the County Recorder or Registrar of Titles an affidavit described in Minnesota Statutes, §115B.16, Subd. 2, indicating that there is "extensive contamination" on the 801 Highway 284 Property.

10.3.5. **Wells and Septic Systems.** To the best of 801 LLC's knowledge, there are no "wells" located on the 801 Highway 284 Property within the meaning of Minnesota Statutes, Chapter 103I. To the best of 801 LLC's knowledge, there is no "individual sewage treatment system" within the meaning of Minnesota Statutes, §115.55 on or serving the 801 Highway 284 Property. These representations are intended to satisfy the requirements of such statutes.

10.3.6. **Methamphetamine Production.** To the best of 801 LLC's knowledge, methamphetamine production has not occurred on the 801 Highway 284 Property.

10.3.7. **Airport Zoning Regulations.** If airport zoning regulations affect the 801 Highway 284 Property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the 801 Highway 284 Property is located.

11. **Operation of Properties Prior to Closing; Property Damage.**

11.1. **Main Hospital Campus.** Ridgeview acknowledges it is in possession of the Main Hospital Campus Property and the Hospital Personal Property pursuant to the Lease, and that it shall continue to comply with the terms of the Lease until the Closing is consummated. If any such property suffers casualty or condemnation damage prior to Closing, the terms of the Lease shall control.

11.2. **801 Highway 284 Property.** 801 LLC shall operate and maintain the 801 Highway 284 Property in the ordinary course of business until the Closing is consummated, including maintaining existing liability and property damage insurance coverage. If any such property suffers material casualty or condemnation damage prior to Closing, 801 LLC shall assign its rights in any insurance proceeds or condemnation award to the City at Closing, and such damage shall not delay the Closing.

12. **Default and Remedies.** If any party defaults under this Agreement, any other party may give written notice to the defaulting party, copied to the other non-defaulting parties, which notice shall specify the nature of the default. If the defaulting party fails to cure such default within 30 days after the notice is deemed given, this Agreement shall automatically terminate. In lieu of terminating this Agreement, a non-defaulting party may maintain a suit for specific performance of this Agreement, provided such suit is commenced within six (6) months of the day when the applicable default first occurred.

No party shall be liable for damages relating to a default under this Agreement, except that any party may recover damages allowed by Section 5.3 above.

13. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guaranteeing next day delivery, or by personal delivery, properly addressed as follows:

If to the City: Shane Fineran
 City Administrator
 City of Waconia
 201 South Vine Street
 Waconia, MN 55387
 Tel. No.: (952) 442-3100
 Email: sfineran@waconia.gov

Regarding the City, Campbell Knutson
with a copy to: Attn: Corrine Heine
 860 Blue Gentian Road, Suite #290
 Eagan, MN 55121

If to Ridgeview: Michael Phelps
 President/CEO
 Ridgeview Medical Center
 500 Maple Street South
 Waconia, MN 55387
 Tel. No.: (952) 442-2191, Ext. 5021
 Email: Michael.Phelps@ridgeviewmedical.org

If to 801 LLC: Michael Phelps
 Chief Manager
 801 Highway 284, LLC
 500 Maple Street South
 Waconia, MN 55387
 Tel. No.: (952) 442-2191, Ext. 5021
 Email: Michael.Phelps@ridgeviewmedical.org

Regarding Ridgeview J. Michael Melchert
and 801 LLC, with a Melchert Hubert Sjodin, PLLP
copy to: 121 West Main Street; Suite 200
 Waconia, MN 55387-1023
 Tel. No.: (952) 442-7788
 Email: mmelchert@mhslaw.com

Notices shall be deemed given: i) three (3) business days following deposit in the United States mail with respect to certified letters; ii) one (1) business day following deposit if delivered to an overnight courier for next day delivery; and iii) on the same day if sent by

personal delivery. Phone numbers and email addresses have been provided above for convenience only; notices may not be sent via email. Attorneys for each party are authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

14. **Miscellaneous.**

- 14.1. **Recitals and Exhibits.** The recitals set forth at the beginning of this Agreement and the exhibits attached to this Agreement shall be deemed a part of this Agreement as if the terms and provisions of such recitals and exhibits were set forth in full in the body of this Agreement.
- 14.2. **Entire Agreement; Oral Modifications Not Allowed.** All preliminary negotiations are merged into and incorporated in this Agreement. This Agreement can only be modified or amended by another written agreement signed by all parties to this Agreement.
- 14.3. **No Implied Waivers.** No waiver of a default shall be implied from a party's failure to act, even if such default persists or is repeated. Further, any express waiver shall only apply to the default expressly waived, and then only for the time and to the extent stated in the waiver.
- 14.4. **Interpretation of Agreement.** The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement; no presumption or burden of proof shall arise favoring or disfavoring any party. Whenever the word "including" is used in this Agreement, it means including without limitation. Further, the parties intend for each representation, warranty, and covenant contained in this Agreement to have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of the Agreement.
- 14.5. **Time.** All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday recognized by the City, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday, or legal holiday. Time is of the essence.
- 14.6. **No Agency, Partnership or Joint Venture.** This Agreement does not create any partnership, joint venture, association, or principal and agent relationship between the parties to this Agreement.
- 14.7. **Assignment.** No party to this Agreement shall assign this Agreement or its rights hereunder without the express, written consent of the other parties.
- 14.8. **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.

- 14.9. **Controlling Law.** This Agreement is governed by and shall be construed according to Minnesota law, exclusive of choice of law rules.
- 14.10. **Attorneys' Fees and Court Costs.** In any dispute or litigation between the parties to this Agreement arises due the default or alleged default of a party, the prevailing party shall be entitled to reimbursement by the other party of all reasonable attorneys' fees and court costs incurred in such dispute or litigation.
- 14.11. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email, or other electronic means shall be deemed binding, delivered, and enforceable.
- 14.12. **Agreement Only Effective upon Full Execution.** Submission of this document for examination does not constitute an offer. This Agreement shall only become effective upon full execution and delivery by all parties listed in the introductory paragraph to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement in their respective names effective as of the day and year first written above.

[Signature page follows.]

SIGNATURE PAGE TO AGREEMENT REGARDING HOSPITAL PURCHASE OPTION

CITY OF WACONIA

RIDGEVIEW MEDICAL CENTER

Tim Litfin, Mayor

Michael Phelps, President/CEO

Jacqueline Schulze, Assistant City Administrator

801 HIGHWAY 284, LLC

Michael Phelps, Chief Manager

LIMITED JOINDER TO AGREEMENT

I hereby join this Agreement, as an individual, for the limited purpose of agreeing to the terms and conditions found in Section 3.3.2 of the Agreement, which pertains to my resignation as a member of Ridgeview's Board (as defined in the Agreement).

Tim Litfin

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing agreement was acknowledged before me this 6th day of October 2025, by Tim Litfin and Jacqueline 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

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing agreement was acknowledged before me this ____ of _____, 2025, by Michael Phelps, the President/CEO of Ridgeview Medical Center, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing agreement was acknowledged before me this ____ of _____, 2025, by Michael Phelps, the Chief Manager of 801 Highway 284, LLC, a Minnesota nonprofit limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing agreement was acknowledged before me this ____ of _____, 2025, by Tim Litfin, an individual.

Notary Public

EXHIBIT A-1
Diagram of Main Hospital Campus Property

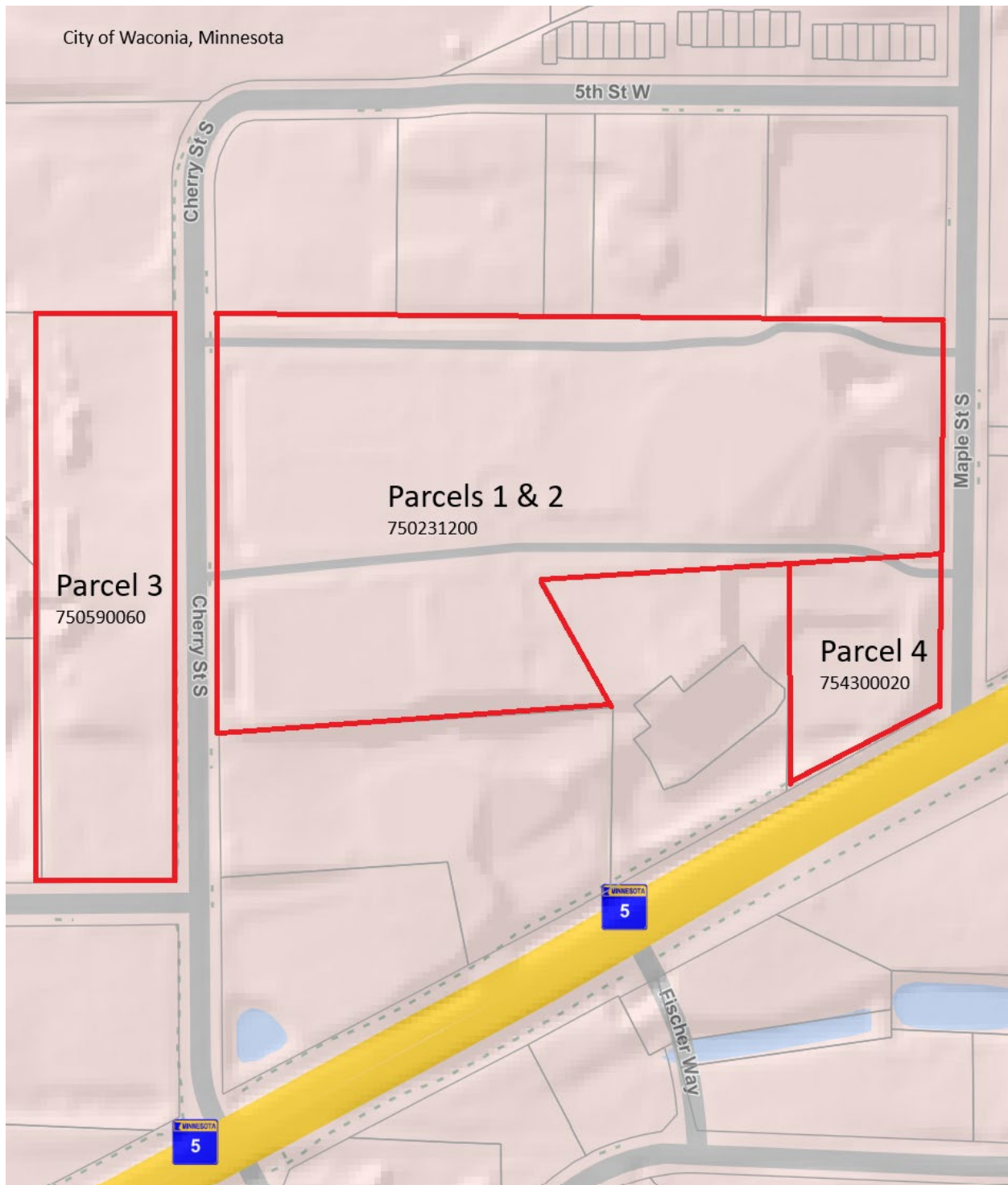


Exhibit A-1

EXHIBIT A-2

Legal Descriptions of Main Hospital Campus Property

Parcel 1: Main Facility
Record Owner: City of Waconia
Tax Parcel ID: 750231200

That part of the South Half of the Northeast Quarter of Section 23, Township 116, Range 25, Carver County, Minnesota, described as beginning at the point of intersection of the southerly extension of the center line of Maple Street as now laid out in the City of Waconia, Minnesota, with the North line of said South Half of the Northeast Quarter; thence West along the said North line a distance of 1221 feet; thence South parallel with the West line of said South Half of the Northeast Quarter a distance of 450 feet; thence Easterly to a point in the said southerly extension of the center line of Maple Street distant 360 feet South from the point of beginning; thence North along the said Southerly extension of the center line of Maple Street a distance of 360 feet to the point of beginning, subject to the right-of-way of Cherry Street over and across the West 66 feet thereof.

Together with i) an easement for utility purposes as described in Document No. 222812 recorded in the Office of the County Recorder, Carver County, Minnesota, on February 26, 1998; ii) easements for a tunnel and the construction, repair and maintenance thereof as described in Document No. 182952 recorded in the Office of the County Recorder, Carver County, Minnesota, on July 27, 1995; and iii) easements for construction, maintenance, access, parking, utilities, drainage, signage, a tunnel, and building corridors as described in Document No. A470125 recorded in the Office of the County Recorder, Carver County, Minnesota, on August 17, 2007, as amended by Document No. A614174 recorded in the Office of the County Recorder, Carver County, Minnesota, on June 18, 2015.

Parcel 2: Main Parking Lot
Record Owner: City of Waconia
Tax Parcel ID: 750231200

That part of the South Half of the Northeast Quarter of Section 23, Township 116, Range 25, Carver County, Minnesota, described as commencing at the point of intersection of the Southerly extension of the center line of Maple Street as now laid out in the City of Waconia, Minnesota, with the north line of the said South Half of the Northeast Quarter; thence West along said north line a distance of 1,221 feet; thence South parallel with the west line of said South Half of the Northeast Quarter a distance of 450 feet to a point to be hereinafter known as "Point X"; thence Easterly along a line extending to a point on the Southerly extension of the center line of said Maple Street distant 360 feet South from the point of commencement, said line to be hereinafter known as "Line A"; thence South along the said Southerly extension of Maple Street to the intersection with the location line for the right-of-way of State Highway No. 5 as recited in the final certificate of record in Book L Miscellaneous page 560; thence Southwesterly along said location line 436.44 feet; thence Northwesterly at right angles to

said location line to the point of intersection with a line 200 feet Southerly of, measured at right angles to, and parallel with the aforementioned "Line A", said point of intersection being the actual point of beginning of the land to be described; thence continuing Northwesterly along said right angle line to the intersection with said "Line A"; thence Westerly along said "Line A" to said "Point X; thence South parallel with the west line of said South Half of the Northeast Quarter to the intersection with a line 200 feet Southerly of, measured at right angles, to, and parallel with said "Line A; thence Easterly along said parallel line to the actual point of beginning, subject to the right-of-way of Cherry Street over and across the West 66 feet thereof.

Together with easements for a staircase and the construction, repair and maintenance thereof as described in Document No. 233126 recorded in the Office of the County Recorder, Carver County, Minnesota, on August 18, 1998.

Parcel 3: Cherry Street Parking Lot
Record Owner: City of Waconia
Tax Parcel ID: 750590060

Lot 6, AUBURN MEADOWS ADDITION, Carver County, Minnesota.

Together with i) easements for a retaining wall as described in Document No. A545213 recorded in the Office of the County Recorder, Carver County, Minnesota, on November 11, 2011; and ii) easements for construction, maintenance, access, parking, utilities, drainage, signage, a tunnel, and building corridors as described in Document No. A470125 recorded in the Office of the County Recorder, Carver County, Minnesota, on August 17, 2007, as amended by Document No. A614174 recorded in the Office of the County Recorder, Carver County, Minnesota, on June 18, 2015.

Parcel 4: Former Western Professional Building
Record Owner: City of Waconia
Tax Parcel ID: 754300020

Lot 2, Block 1, SAVARYN FIRST ADDITION, according to the plat thereof on file and of record in the office of the Carver County Recorder.

Together with i) easements for construction, maintenance, access, parking, utilities, drainage, signage, a tunnel, and building corridors as described in Document No. A470125 recorded in the Office of the County Recorder, Carver County, Minnesota, on August 17, 2007, as amended by Document No. A614174 recorded in the Office of the County Recorder, Carver County, Minnesota, on June 18, 2015; and ii) easements for drainage and storm water reuse as described in in Document No. A698583 recorded in the Office of the County Recorder, Carver County, Minnesota, on June 23, 2020.

EXHIBIT B-1
Diagram of 801 Highway 284 Property

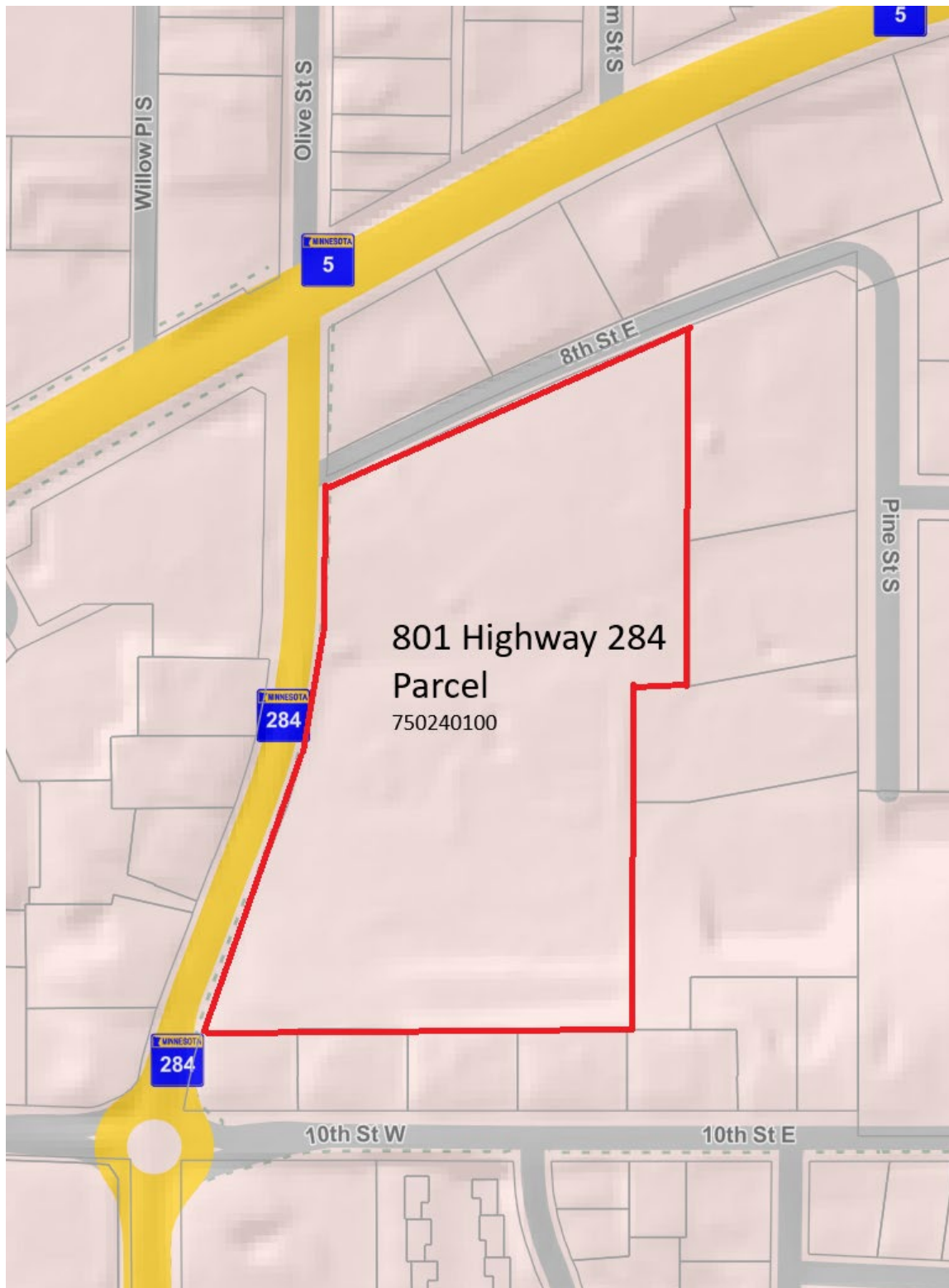


Exhibit B-1

EXHIBIT B-2

Legal Description of 801 Highway 284 Property

Parcel 1:

That part of the Northwest Quarter of Section 24, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:

Commencing at the intersection of the West line of the East 1772.00 feet of said Northwest Quarter and the South line of said Northwest Quarter; thence on an assumed bearing of North along said West line of said East 1772.00 feet of the Northwest Quarter, a distance of 824.86 feet; thence South 79 degrees 48 minutes 14 seconds West a distance of 225.00 feet to the point of beginning of the land to be described; thence South a distance of 349.54 feet; thence North 89 degrees 52 minutes 26 seconds West a distance of 566.83 feet to the centerline of State Trunk Highway No. 284; thence Northerly along said centerline to its intersection with the Southerly right-of-way line of the Chicago and North Western Railway Company; thence Northeasterly along said Southerly right-of-way line to its intersection with a line bearing North 2 degrees 41 minutes 39 seconds East from the point of beginning; thence South 2 degrees 41 minutes 39 seconds West a distance of 305.91 feet to the point of beginning.

Parcel 2:

That part of the Northwest Quarter of Section 24, Township 116 North, Range 25 West, Carver County, Minnesota, described as follows:

Commencing at the intersection of the West line of the East 1772.00 feet of said Northwest Quarter and the South line of said Northwest Quarter; thence on an assumed bearing of North along the West line of said East 1772.00 feet of the Northwest Quarter a distance of 824.86 feet; thence South 79 degrees 48 minutes 14 seconds West a distance of 225.00 feet; thence South a distance of 349.54 feet to the point of beginning of the land to be described; thence South 295.00 feet to the North line of the South 140.00 feet of said Northwest Quarter; thence North 89 degrees 52 minutes 26 seconds West along said North line of the South 140.00 feet of the Northwest Quarter a distance of 517.52 feet to the East line of the West 188 feet of said Northwest Quarter; thence South 0 degrees 13 minutes 36 seconds West along said East line of the West 188 feet of the Northwest Quarter a distance of 5.00 feet to the North line of the South 135.00 feet of said Northwest Quarter; thence North 89 degrees 52 minutes 26 seconds West along said North line of the South 135.00 feet of the Northwest Quarter a distance of 162.06 feet to the centerline of State Trunk Highway No. 284; thence Northerly along said centerline to its intersection with a line bearing North 89 degrees 52 minutes 26 seconds West from the point of beginning; thence South 89 degrees 52 minutes 26 seconds East a distance of 566.83 feet to the point of beginning.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract A: That part of the Northwest Quarter of Section 24 Township 116 North, Range 25 West, Carver County, Minnesota described as follows: Commencing at the intersection of the

West line of the East 1772.00 feet of said Northwest Quarter and the South line of said Northwest Quarter; thence on an assumed bearing of North along the West line of said East 1772.00 feet of the Northwest Quarter a distance of 824.86 feet; thence South 79 degrees 48 minutes 14 seconds West a distance of 225.00 feet; thence on a bearing of South a distance of 59.22 feet to the point of beginning of the land to be described; thence continuing on a bearing of South a distance of 131.52 feet; thence North 89 degrees 52 minutes 26 seconds West, parallel with the South line of said Northwest Quarter, a distance of 75.00 feet; thence on a bearing of North a distance of 96.77 feet; thence North 35 degrees 51 minutes 41 seconds East a distance of 42.67 feet to a line which bears North 90 degrees 00 minutes 00 seconds West from the point of beginning; thence South 90 degrees 00 minutes 00 seconds East a distance of 75.00 feet to the point of beginning.

Tract B: That part of the Northwest Quarter of Section 24 Township 116 North, Range 25 West, Carver County, Minnesota described as follows: Commencing at the intersection of the West line of the East 1772.00 feet of said Northwest Quarter and the South line of said Northwest Quarter; thence on an assumed bearing of North along the West line of said East 1772.00 feet of the Northwest Quarter a distance of 824.86 feet; thence South 79 degrees 48 minutes 14 seconds West a distance of 225.00 feet; thence on a bearing of South a distance of 190.74 feet to the point of beginning of the land to be described; thence continuing on a bearing of South a distance of 152.41 feet; thence North 89 degrees 52 minutes 26 seconds West, parallel with the South line of said Northwest Quarter, a distance of 75.00 feet; thence on a bearing of North a distance of 152.41 feet to a line which bears North 89 degrees 52 minutes 26 seconds West from the point of beginning; thence South 89 degrees 52 minutes 26 seconds East a distance of 75.00 feet to the point of beginning.

Tract C: That part of the Northwest Quarter of Section 24 Township 116 North, Range 25 West, Carver County, Minnesota described as follows: Commencing at the intersection of the West line of the East 1772.00 feet of said Northwest Quarter and the South line of said Northwest Quarter; thence on an assumed bearing of North along the West line of said East 1772.00 feet of the Northwest Quarter a distance of 824.86 feet; thence South 79 degrees 48 minutes 14 seconds West a distance of 225.00 feet; thence on a bearing of South a distance of 343.15 feet to the point of beginning of the land to be described; thence continuing on a bearing of South a distance of 301.39 feet to the North line of the South 140.00 feet of said Northwest Quarter; thence North 89 degrees 52 minutes 26 seconds West, along said South line a distance of 75.00 feet; thence on a bearing of North a distance of 301.39 feet to a line which bears North 89 degrees 52 minutes 26 seconds West from the point of beginning; thence South 89 degrees 52 minutes 26 seconds East a distance of 75.00 feet to the point of beginning.

Parcel 3:

That part of the Northwest Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota described as follows:

Commencing at the intersection of the west line of the east 1772.00 feet of said Northwest Quarter and the south line of said Northwest Quarter; thence on an assumed bearing of North along the west line of said east 1772.00 feet of the Northwest Quarter a distance of 824.86

feet; thence South 79 degrees 48 minutes 14 second West a distance of 225.00 feet; thence on a bearing of South a distance of 59.22 feet to the point of beginning of the land to be described; thence continuing on a bearing of South a distance of 131.52 feet; thence North 89 degrees 52 minutes 26 seconds West, parallel with the south line of said Northwest Quarter, a distance of 75.00 feet; thence on a bearing of North a distance of 96.77 feet; thence North 35 degrees 51 minutes 41 seconds East a distance of 42.67 feet to a line which bears North 90 degrees 00 minutes 00 seconds West from the point of beginning; thence South 90 degrees 00 minutes 00 seconds West from the point of beginning; thence South 90 degrees 00 minutes 00 seconds East a distance of 50.00 feet to the point of beginning.

EXHIBIT C

Form of Third Amendment to Hospital Operating Lease Agreement

THIRD AMENDMENT TO HOSPITAL OPERATING LEASE AGREEMENT

THIS THIRD AMENDMENT TO HOSPITAL OPERATING LEASE AGREEMENT ("**Third Amendment**") is dated effective OCTOBER 6, 2025, and is between the CITY OF WACONIA, a Minnesota municipal corporation ("**City**") and RIDGEVIEW MEDICAL CENTER, a Minnesota nonprofit corporation ("**RMC**").

RECITALS

WHEREAS, the City and RMC are parties to a Hospital Operating Lease Agreement dated November 15, 1999 ("**Original Lease**"), pursuant to which the City leased certain hospital system assets to RMC commencing January 1, 2000; and

WHEREAS, the Original Lease was amended by that certain First Amendment to Hospital Operating Lease Agreement dated April 12, 2007 ("**First Amendment**") and that certain Second Amendment to Hospital Operating Lease Agreement dated December 3, 2018 ("**Second Amendment**"); and

WHEREAS, the Original Lease, the First Amendment, and the Second Amendment are, collectively, referred to as "**Lease**" in this Third Amendment; and

WHEREAS, the City and RMC desire to further amend the Lease as described below;

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth herein, the parties hereto agree as follows:

TERMS

1. **Introductory Matters.** The above recitals are incorporated by reference as terms of this Third Amendment. All capitalized terms used in this Third Amendment shall have the meanings assigned to them in the Lease unless the context clearly requires otherwise.

2. **Amendment to Option to Purchase.** Section 10.5 of the Lease is amended, in its entirety, to read as follows:

10.5 Option to Purchase.

(a) Notwithstanding any other provision in this Agreement to the contrary, RMC shall have the option to purchase substantially all of the Leased Assets from the City on any Exercise Date (defined below) for an amount equal to: (i) the Total Fund Balance as of December 31, 1999 minus (ii) the total amount of Additional Rent paid to the City during the Term pursuant to Section II of Exhibit 3.1 ("**Exercise Price**"), plus assumption by RMC of all RMC Liabilities, as of the Exercise Date. In the event the total amount of such paid Additional Rent exceeds the Total Fund Balance as of December 31, 1999, then

the Exercise Price shall be \$1.00. “**Exercise Date**” means any of the following: (i) December 31, 2029; (ii) December 31, 2059; or (iii) the day that is sixty (60) days after the City gives RMC written notice of Lease termination pursuant to Section 10.1 of the Lease, if ever. If RMC desires to exercise its option to purchase regarding an Exercise Date described in clause (i) or clause (ii) above, RMC shall give the City notice of its intent to exercise its option no later than one hundred eighty (180) days prior to the applicable Exercise Date. If RMC desires to exercise its option to purchase regarding the Exercise Date described in clause (iii) above, RMC shall give the City notice of its intent to exercise its option no later than ten (10) days after RMC is deemed to have received the City’s written notice to terminate the Lease.

(b) [Intentionally deleted.]

(c) If RMC exercises its option to purchase substantially all of the Leased Assets from the City, the Term of this Lease shall terminate upon consummation of the purchase; provided, however, that the provisions of this Lease that expressly survive the expiration or earlier termination of the Term shall survive.

(d) Notwithstanding anything to the contrary in Section 10.5(a) above, RMC shall also have the option to purchase substantially all of the Leased Assets from the City on or before December 16, 2025 (“**Early Exercise Date**”), for the sum of \$5,639,061.00, plus assumption by RMC of all RMC Liabilities as such date. If RMC desires to exercise the option to purchase described in this Section 10.5(d), RMC shall give the City notice of its intent to exercise its option on or before the Early Exercise Date.

3. **Miscellaneous.** Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect. The terms and conditions of this Third Amendment are intended solely for the benefit of the City and RMC and their respective permitted successors or assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity. No provision of this Third Amendment shall be construed to permit or require the delegation by the City or RMC of any governmental function of the City. This document may be executed in any number of counterparts, all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement in their respective names effective as of the day and year first written above.

[Signature page follows.]

SIGNATURE PAGE TO THIRD AMENDMENT TO HOSPITAL OPERATION LEASE AGREEMENT

CITY OF WACONIA

RIDGEVIEW MEDICAL CENTER

Tim Litfin, Mayor

Michael Phelps, President/CEO

Jacqueline Schulze, Assistant City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 6th day of October, 2025, by Tim Litfin and Jacqueline 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

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ of _____, 2025, by Michael Phelps, the President/CEO of Ridgeview Medical Center, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

EXHIBIT D

Form of Notice to Exercise Option to Purchase

Ridgeview Medical Center
500 South Maple Street
Waconia, MN 55387

October 6, 2025

City of Waconia
201 South Vine Street
Waconia, MN 55387
Attention: City Administrator

Re: Notice of Intent to Exercise Option to Purchase Leased Assets

Dear City of Waconia:

The City of Waconia and Ridgeview Medical Center are parties to a Hospital Operating Lease Agreement dated November 15, 1999, as amended by that certain First Amendment to Hospital Operating Lease Agreement dated April 12, 2007, as further amended by that certain Second Amendment to Hospital Operating Lease Agreement dated December 3, 2018, and as further amended by that certain Third Amendment to Hospital Operating Lease Agreement of even date herewith (collectively, "**Lease**"). Pursuant to Section 10.5(d) of the Lease, Ridgeview Medical Center hereby gives notice of its intent to purchase the Leased Assets, as defined in the Lease, effective as of the date of this notice.

Sincerely,

RIDGEVIEW MEDICAL CENTER

Michael Phelps, President/CEO

ACKNOWLEDGEMENT OF RECEIPT:

On behalf of the City of Waconia, I hereby acknowledge receipt of the above notice.

CITY OF WACONIA

Shane Fineran, City Administrator

Exhibit D

EXHIBIT E

Form of Release of Property from Lease and Memorandum of Lease

RELEASE OF PROPERTY FROM LEASE AND MEMORANDUM OF LEASE

THIS RELEASE OF PROPERTY FROM LEASE AND MEMORANDUM OF LEASE ("**Release**") is entered into effective October 6, 2025 ("**Effective Date**"), by and between the City of Waconia, a Minnesota municipal corporation ("**City**") and Ridgeview Medical Center, a Minnesota nonprofit corporation ("**Ridgeview**").

RECITALS

A. This Release applies to the real property described on attached Exhibit A ("**Subject Property**").

B. The City and Ridgeview are parties to that certain Hospital Operating Lease Agreement dated November 15, 1999, as amended ("**Lease**") whereby the City leased to Ridgeview and Ridgeview leased from the City certain assets, including the Subject Property. To give notice of the Lease, the City and Ridgeview executed a Memorandum of Lease dated effective January 1, 2000, which was recorded and filed on February 3, 2000, as Document No. A264454 in the Office of the County Recorder, Carver County, Minnesota, and as Document No. T112723 in the Office of Registrar of Titles, Carver County, Minnesota ("**Memorandum of Lease**"). The Memorandum of Lease was later modified to release certain parcels. A parcel was also added to the Subject Property pursuant to that certain Agreement Subjecting Real Property to Lease and Memorandum of Lease dated November 14, 2011, which was recorded on the same date as Document No. A545208 in the Office of the County Recorder, Carver County, Minnesota ("**Supplemental Memorandum**").

C. The Lease terminated pursuant to its terms on the Effective Date of this Release. Because the Lease has terminated, the City and Ridgeview desire to release the Subject Property from the Lease, Memorandum of Lease, and Supplemental Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City and Ridgeview agree as follows:

TERMS

1. The above recitals are incorporated by reference as terms of this Release.
2. As of the Effective Date of this Release, the Subject Property is forever discharged and released from all claims, liens, rights, and interests of the parties hereto under the Lease, Memorandum of Lease, and Supplemental Memorandum.

IN WITNESS WHEREOF, the parties have caused this Release to be executed effective as of the Effective Date first written above.

SIGNATURE PAGE TO RELEASE OF PROPERTY FROM LEASE AND MEMORANDUM OF LEASE

CITY OF WACONIA

RIDGEVIEW MEDICAL CENTER

Tim Litfin, Mayor

Michael Phelps, President/CEO

Jacqueline Schulze, Assistant City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 6th day of October 2025, by Tim Litfin and Jacqueline 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

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ of _____, 2025, by Michael Phelps, the President/CEO of Ridgeview Medical Center, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP (JMM)
121 West Main Street, Suite 200
Waconia, MN 55387-1023
Phone: (952) 442-7700

[LEGAL DESCRIPTION OF MAIN HOSPITAL CAMPUS PROPERTY TO BE ATTACHED AS EXHIBIT A PRIOR TO RECORDING.]

EXHIBIT F
Form of Bill of Sale

BILL OF SALE AND ASSIGNMENT

Effective Date: October 6, 2025.

In consideration of Ridgeview Medical Center, a Minnesota nonprofit corporation, Buyer, paying the City of Waconia, a Minnesota municipal corporation, Seller, the sum of \$139,061.00, Seller on the Effective Date hereby sells, conveys, and warrants to Buyer the following personal property (collectively “**Personal Property**”):

All Leased Assets that are tangible or intangible personal property. For purposes of this instrument, the phrase “**Leased Assets**” shall have the meaning given it in the Hospital Operating Lease Agreement between Buyer and Seller dated November 15, 1999, as amended.

Seller acknowledges, agrees, and warrants that: i) Seller is the sole and exclusive owner of the Personal Property; ii) the Personal Property is free from all encumbrances except those to which Seller has consented; and iii) Seller has the right to sell and convey the Personal Property to Buyer. Seller is selling the Personal Property in its “AS-IS” condition, and Buyer agrees to accept the Personal Property in an “AS-IS” condition, with no warranty or representation being made or given as to the physical condition of the Personal Property. Seller also disclaims any warranties of merchantability or fitness for a particular purpose.

Notwithstanding anything to the contrary above, Seller agrees to warrant and defend the sale of the Personal Property to Buyer against persons or entities who claim to have title to the Personal Property and against persons or entities who claim to have a lien or encumbrance upon the Personal Property, or any other interest in the Personal Property adverse to Buyer. Seller’s obligation to defend against liens, encumbrances, and adverse interests shall not, however, extend to liens, encumbrances, or adverse interests that were created at Buyer’s request or with Buyer’s knowledge.

To the extent an assignment of any of the above Personal Property or the rights associated therewith is required, Seller assigns, sells, transfers, and sets over to Buyer all of Seller’s right, title, benefit, privileges and interests in and to the Personal Property, whether arising prior to or subsequent to the date of this document, and any and all renewals and extensions thereof that may be required or necessary.

This Bill of Sale and Assignment shall bind Seller and benefit Buyer, as well as their successors and assigns.

[Signature page follows.]

SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT

SELLER:

CITY OF WACONIA

Tim Litfin, Mayor

Jacqueline Schulze, Assistant City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 6th day of October, 2025, by Tim Litfin and Jacqueline 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

RECEIPT AND ACKNOWLEDGEMENT

Ridgeview Medical Center, a Minnesota nonprofit corporation, hereby acknowledges receipt of the Personal Property in its present condition and accepts the terms and conditions of the foregoing instrument as of its Effective Date.

RIDGEVIEW MEDICAL CENTER

Michael Phelps, President/CEO

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ of _____, 2025, by Michael Phelps, the President/CEO of Ridgeview Medical Center, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

Exhibit F

EXHIBIT G

Ridgeview Bylaw Revisions

The revisions described in this exhibit all relate to the Corporate Bylaws of Ridgeview Medical Center, which were last revised on October 28, 2019 (the “**Bylaws**”). Each article or section number set forth below corresponds to the applicable article or section number in the Bylaws. Regarding the revisions, additions are double underlined in blue (example) and deletions are stricken in red (~~example~~).

1. The first paragraph of Section 3.1 shall be amended as follows:

ARTICLE 3 BOARD OF DIRECTORS

SECTION 3.1. Composition. The Board of Directors of the Corporation (the “Board”) shall consist of between ten (10) and fifteen (15) persons, ~~one of whom shall be the Mayor of the City or, with the Board’s approval, a person designated by the Mayor of the City (in either circumstance, the “Mayor”);~~ one of whom shall be appointed by Children’s (the “Children’s Director”); and one of whom shall be nominated by Allina Health System (“Allina”) and elected by the Board pursuant to Section 3.3(e) below (the “Allina Director”). The ~~Mayor and the~~ Allina Director shall serve without compensation and without the right to vote on matters coming before the Board. The Children’s Director shall have the same rights and preferences as any other member of the Board of Directors, other than the right to vote on matters coming before the Board. At no time may: (i) more than forty-nine percent (49%) of the membership of the Board entitled to vote be comprised of individuals who do not reside within the City limits; (ii) more than twenty-five percent (25%) of the Board be comprised of “disqualified persons,” as defined by Internal Revenue Service Code or regulation, and (iii) a majority of the Board be comprised of publicly-elected government officials or appointees thereof. Recruitment of new and replacement Board members by the Nominating & Assessment Committee shall stress that potential replacement directors be willing to meeting the following expectations:

2. Section 3.2 shall be amended as follows:

SECTION 3.2. Powers and Duties of the Board. The policymaking and governing powers of the Corporation shall be vested in the Board, which, ~~subject to the terms and conditions of that certain Hospital Operating Lease Agreement by and between the Corporation and the City effective as of January 1, 2000 (the “Lease”);~~ shall have charge, control, and management of the policies, property, affairs, and funds of the Corporation. The Board shall have the power and authority to do and perform all acts or functions not inconsistent with these Bylaws or the Articles of Incorporation of the Corporation or with the Lease.

3. Section 3.12 shall be amended as follows:

SECTION 3.12. Compensation. Members of the Board may receive reasonable compensation for services rendered in such capacity pursuant to a compensation policy established by the Board from time to time. Further, nothing contained herein shall be construed to preclude any member of the Board or member of any Board committee from receiving reasonable compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation or in any other capacity. ~~Notwithstanding anything to the contrary in these Bylaws, the Mayor of the City shall not be directly or indirectly compensated in any respect for serving as a member of the Board. As such, the City shall determine, in its~~

~~discretion, whether the Mayor will participate in off-site retreats and similar activities. In regard to each such activity in which the Mayor participates, the City shall reimburse the Corporation for expenses associated with the Mayor's attendance.~~ Meals provided in conjunction with board meetings for the convenience of all board members shall not be considered indirect compensation.

4. Section 4.1 shall be amended as follows:

SECTION 4.1. Election of Board Officers. The officers of the Board shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such other officers who shall be elected by the Board. All Board officers shall be elected at the annual meeting of the Board for a term of two (2) years, must be members of the Board and shall serve at the pleasure of the Board. ~~The Mayor of the City shall not serve as an officer of the Board.~~

5. Article 14 shall be amended as follows:

ARTICLE 14 AMENDMENTS

The Articles of Incorporation and these Bylaws may be amended by the affirmative vote of two-thirds of the Board then in office. ~~provided, however, that any proposed amendment to the Articles of Incorporation or to these Bylaws which, if adopted, would revise or modify the number, composition or manner of election of the members of the Board also shall require the affirmative vote of the City at a duly called annual or special meeting thereof.~~ Children's shall have the right to approve an amendment to the Articles of Incorporation or these Bylaws or other governing documents of the Corporation which adversely affects the rights or obligations of Children's as member of the Corporation as determined by Children's in its sole discretion in accordance with the Children's Membership Agreement.

EXHIBIT H

Form of Resignation from Ridgeview Board of Directors

**RESIGNATION OF CITY REPRESENTATIVE
FROM THE
RIDGEVIEW MEDICAL CENTER BOARD OF DIRECTORS**

I, Tim Litfin, Mayor of the City of Waconia, Minnesota, hereby resign my position as a member of the Ridgeview Medical Center Board of Directors effective October 6, 2025.

Tim Litfin

EXHIBIT I

Form of Declaration of Use Restriction

DECLARATION OF USE RESTRICTION

This Declaration of Use Restriction (“**Declaration**”) is made effective October 6, 2025 (“**Effective Date**”) by Ridgeview 801 Highway 284, LLC, a Minnesota nonprofit limited liability company (“**Declarant**”).

A. Declarant owns the real property described on attached Exhibit A (“**Subject Property**”). Declarant is owned by Ridgeview Medical Center, a Minnesota nonprofit corporation (“**Ridgeview**”), which operates a healthcare system that includes the Ridgeview hospital campus and clinics located in the City of Waconia, Minnesota.

B. Declarant desires to execute and record this document for the purpose of creating perpetual use restrictions applicable to the Subject Property.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares, establishes, and creates the following use restrictions regarding the Subject Property:

1. Subject to Section 2 below, no portion of the Subject Property may be used to provide the following healthcare services: ambulatory surgery center, assisted living, dialysis, durable medical equipment, emergency room, endoscopy/colonoscopy, hospital, imaging, home health, hospice, laboratory, medical clinic/center uses of all types (e.g., chiropractic, cosmetic, dental, eye, family practice, family planning, genetic counseling, mental health, minute, radiology, orthopedic, pediatrics, physical therapy/rehabilitation, specialty, and urgent care), pharmacy, skilled nursing, wound care, and ambulance services.

2. The use restrictions described in Section 1 above shall not apply to Ridgeview, any entity controlled by Ridgeview, or any successor or assignee of Ridgeview.

3. Subject to the provisions of Minnesota Statutes Section 500.20, subdivision 1a, the restrictive covenants set forth in this Declaration shall constitute perpetual covenants running with the Subject Property that benefit Ridgeview and bind all owners, tenants, occupants, and users of the Subject Property, as well as their respective heirs, personal representatives, successors, and assigns. This Declaration may not be altered, amended, waived, or terminated without Ridgeview’s express written consent, which may be granted or denied in Ridgeview’s sole discretion. Further, Ridgeview shall have the right to enforce this Declaration by proceedings at law or in equity and to pursue all legal and equitable remedies. Failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter. Without limitation, Ridgeview shall have the right to injunctive relief: i) without first establishing there is no other adequate remedy at law; and ii) with no requirement to post a bond or other security in connection with such injunctive relief. Ridgeview shall further have the right to recover legal fees and costs incurred enforcing this Declaration.

4. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota. The recitals set forth above and the exhibits attached hereto are incorporated and made a part of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration effective as of the Effective Date of this Declaration.

801 HIGHWAY 284, LLC

Michael Phelps, Chief Manager

STATE OF MINNESOTA)
) SS
COUNTY OF CARVER)

The foregoing agreement was acknowledged before me this ____ of _____, 2025, by Michael Phelps, the Chief Manager of 801 Highway 284, LLC, a Minnesota nonprofit limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP (JMM)
121 West Main Street, Suite 200
Waconia, MN 55387-1023
Phone: (952) 442-7700

[LEGAL DESCRIPTION OF 801 HIGHWAY 284 PROPERTY (EXHIBIT B-2 ABOVE) TO BE ATTACHED PRIOR TO RECORDING.]