

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, November 3, 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**

2026 County Attorney Prosecution Contract - Mark Metz, County Attorney

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) October 20, 2025, Council Minutes
- 2) Approve November 3, 2025 Expenditures
- 3) **Contractor Pay Request - Downtown Reconstruction Phase 3 to GMH Asphalt Corporation #6**
Motion to approve Downtown Reconstruction Phase 3 Pay Request No. 6 to GMH Asphalt Corporation
- 4) **Well #9 Pay Request #3 with Traut Companies**
Motion to Approve Pay Request No. 3 to Traut Companies for the Construction of Well #9
- 5) **Statewide Volunteer Firefighter Plan Pension Benefit**
Adopt Resolution No. 2025-254 approving the statewide volunteer firefighter plan pension benefit
- 6) **Accepting Cash & Non-Cash Donations for Operations of the Fire Department**
Adopt Resolution No. 2025-255 Accepting Cash & Non-Cash Donations for Operations of the Fire Department
- 7) **Accept Proposal for Modified Phase 1 Environmental Site Assessment for TH 5 Phase 2 Corridor Improvements**
Adopt Resolution No. 2025 - 256 Authorizing Acceptance of the Proposal for Modified Phase 1 Environmental Site Assessment in support of the Trunk Highway 5 Phase 2 Corridor Improvements.
- 8) **Approve Change Orders 1 & 2 to Geotechnical Exploration Contract for TH5 Phase 2 Corridor Improvements**
Adopt Resolution No. 2025-257 Approving Geotechnical Exploration Contract Change Orders 1 & 2 for THrunk Highway 5 Phase 2 Corridor Improvements
- 9) **2026 GIS Analyst Shared Position Agreement with Carver County**
Adopt Resolution No. 2025-258 Approving Carver County GIS Analyst Shared Postiion Agreement for 2026
- 10) **Approving 2026 Solid Waste Reduction Grant Application**
Adopt Resolution No. 2025-259 Authorizing Application for the 2026 Carver County Solid Waste Reduction Grant Program
- 11) **Waconia Parkway South Speed Limit Changes**
Adopt Resolution No. 2025-260 Directing Staff to Change the Speed Limit signs on Waconia Parkway South
- 12) **Approve Low Potency Hemp Edible Retail Applications**
Adopt Resolution No. 2025-261 Approving Low Potency Hemp Edible Retail Applications
- 13) **Temporary On-Sale Liquor License**

Adopt Resolution No. 2025-262 Approving Temporary On-Sale Liquor License

14) Special Event Permit - Lola's Lake House 10K

Adopt Resolution No. 2025-263 Approving Special Event Permit - Lola's Lake House

15) 2026 Prosecution Contract

Adopt Resolution No. 2025-265

9. COUNCIL BUSINESS

1) Adopt 2025 Pavement Management Plan Update

Adopt Resolution No. 2025-264 Accepting the 2025 Pavement Management Plan Update

10. ITEMS REMOVED FROM CONSENT AGENDA

11. REPORTS/EMERGING ISSUES

12. BOARD REPORTS

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

13. ANNOUNCEMENTS

14. CLOSED SESSION

- 1) Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3)**

Closed Session - The City Council will meet in closed session pursuant to Minn. Stat. 13.05, subd. 3(c)(3) to Consider the Sale of Real Property for 401 13th Street East

15. ADJOURN REGULAR MEETING

OFFICE OF THE CITY ADMINISTRATOR

Shane Fineran

WORK SESSION: 2026 CAPITAL INVESTMENT PLAN

UPCOMING CALENDAR OF EVENTS/MEETINGS:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 3, 2025	
Item Name: 8.1. October 20, 2025, Council Minutes	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the October 20, 2025, City Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the October 20, 2025, City Council Minutes.	
ATTACHMENTS: 1. Council Minutes 10-20-25	
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
OCTOBER 20, 2025**

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the City of Waconia October 20, 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 was made by Council Member Coleman seconded by Council Member Gleason.

MOTION CARRIED.

5. PUBLIC HEARING

1) 2025 Downtown Reconstruction Phase 3 Final Assessment Hearing

Jake Saulsbury, Consulting City Engineer with Bolton & Menk, provided the Council with an overview of the public hearing process for the 2025 Downtown Reconstruction Project – Phase 3. The project is substantially complete, though some final work remains. The project included the reconstruction of street surfaces, sidewalks, and utilities, including sanitary sewer, water main, storm sewer, and street lighting. Mr. Saulsbury reported that final project costs have been apportioned based on the bid results and the City's Assessment Policy. Final assessment amounts were reduced for several identified properties from those presented during the feasibility study phase, reflecting updated bid costs and the special benefit analysis.

The public hearing presentation included the following components:

- Project scope
- Project schedule
- Final project cost summary
- Final assessment summary

Remaining work includes:

- Installation of light poles and banner poles
- Coordination with adjacent apartment building projects
- Final paving and striping
- Repair work and other punch-list items
- Post-construction property inspections

Mr. Saulsbury reported that the total final project cost is \$5,248,080, with final assessments totaling \$538,091. The assessments were reduced based on the benefit evaluation process. The final assessment rate is 4.44%, with a ten-year repayment term.

Motion to call the public hearing to order and accept comments was made by Council Member Siddons and seconded by Council Member Coleman.

MOTION CARRIED.

Public Comments:

- Carl Runk, 441 Second Street, Excelsior, co-owner of the Olive and 2nd Street Apartments with Mr. Yetzer, expressed appreciation for the quality of the completed work. Mr. Runk requested clarification on whether the sidewalk costs were city-funded or included in property assessments. Mr. Saulsbury confirmed that the sidewalk costs are City-funded and not part of the assessments.
- Shane Fineran, City Administrator, noted that the City received a written comment from Michael Dehn, 25 2nd Street West, regarding driveway finishing and sod restoration. Mr. Fineran confirmed that these items are included on the contractor's punch list for completion.

Motion to close the public hearing was made by Council Member Grengs and seconded by Council Member Siddons.

MOTION CARRIED.

Motion to adopt Resolution No. 2025-242 approving the assessment roll made by Council Member Coleman, seconded by Council Member Grengs

MOTION CARRIED.

2) Annexation — Dircks Property — 15 acre portion of PID 070300400

Lane Braaten, Community Development Director, provided an overview of the Resolution. The City has entered into an agreement with the Dircks family to purchase

approximately 15 acres of PID #070300400. Both parties agree that the annexation of the property will be required to split the land from the existing parcel. The remnant parcel will remain in Laketown Township and be retained by the Dircks family. The new parcel will be annexed into the City limits and owned by the City of Waconia for the future Water Treatment Plant #4. . Mr. Braaten reviewed the annexation process for the Council. Mr. Braaten and Mr. Sahal attended the Laketown Council meeting on October 13th where the Laketown approved their portion of this Joint Resolution.

Motion to open public hearing was made by Council Member Siddons seconded by Council Member Grengs.

MOTION CARRIED

No public comments, written comments or phone calls were received.

Motion to close the public hearing was made by Council Member Siddons seconded by Council Member Gleason.

MOTION CARRIED

Motion to adopt Resolution No. 2025-243 Approving the Joint Resolution to annex approximately 15 acres of PID #070300400 made by Council Member Coleman, seconded by Council Member Grengs.

MOTION CARRIED.

3) Certification of Delinquent Charges for Payment with Taxes Pay 2026

Nicole Meyer, Finance Director, reviewed the certification process, noting that a public hearing is required prior to the certification of delinquent charges. She stated that property owners have been notified of the amounts owed for goods or services that benefited their property and of their opportunity to participate in the public hearing. A list of delinquent accounts was provided prior to the hearing and reflects all payments received through the close of business on October 20, 2025.

Motion to open the public hearing was made by Council Member Siddons, seconded by County Member Gleason.

MOTION CARRIED.

No comments were received.

Motion to close the public hearing was made by Council Member Coleman seconded by Council Member Gleason.

MOTION CARRIED.

Motion to adopt Resolution No. 2025-244 Adopting Certification of delinquent utility and other charges for services for payment with taxes payable in 2026 made by Council Member Gleason seconded by Council Member Grengs.

MOTION CARRIED

6. OPEN FORUM

None.

7. COMMUNITY INTEREST PRESENTATIONS

1) Southern Valley Alliance - Domestic Violence Awareness Month

Christie Larson, Executive Director of Southern Valley Alliance in Shakopee, addressed the Council in recognition of October as National Domestic Violence Awareness Month. She noted that Southern Valley Alliance is the only organization providing services to victims in Scott and Carver Counties, and in the past fiscal year, the organization served 33 victims specifically in Waconia. Southern Valley Alliance supports victims and survivors in their greatest time of need through crisis intervention, emotional support, resources, and safety planning. More information is available at www.svamn.org.

Following her remarks, Mayor Tim Litfin read a Proclamation declaring October as Domestic Violence Awareness Month in the City of Waconia.

2) District 110 Referendum - Superintendent Brian Gersich

Brian Gersich, Superintendent of Independent School District #110, provided an update to the Council regarding the upcoming school referendum. He explained that in Spring 2025, the School District conducted a community survey to gauge public sentiment. Results indicated that residents are proud of and supportive of the Waconia School District. The referendum represents a funding request to support the District's long-term financial stability. Mr. Gersich reviewed the District's general fund balance history, noting that while the District previously spent several years in statutory debt, it has now achieved a positive fund balance due to disciplined budgeting and adjustment efforts. He emphasized the District's commitment to being financially responsible and planning for the future rather than budgeting one year at a time. The referendum request, proposed for the 2026–2027 school year, seeks to maintain a fund balance target of approximately \$5 million. To achieve this, the District must either increase revenues or reduce expenses. The referendum proposes to increase revenues by authorizing an additional \$731 per pupil, indexed annually to inflation. The new referendum revenue authorization would first be levied in 2025, for taxes payable in 2026, and would remain in effect for ten years.

Mr. Gersich noted that approximately 80% of the District's funding comes from the State, with the remaining portion supported by local property taxes. He clarified that while new housing development adds students, it does not automatically increase operating revenue for schools. If the referendum is not approved, the District would be

required to reduce expenses, which could result in staff reductions, limited ability to invest in wages and benefits, and larger class sizes.

8. ADOPT CONSENT AGENDA

- 1) City Council Minutes October 6, 2025**
- 2) Approve October 20, 2025 Expenditures**
- 3) Safari Island Community Center Expenditures from Sports Facilities Companies Incurred September 2025**
- 4) Ice Arena Expenditures from Sports Facilities Companies Incurred September 2025**
- 5) Contractor Pay Request - 2025 Street Improvements Project (Mill & Overlay) to GMH Asphalt Corporation #1**
- 6) Contractor Pay Request - CSAH 10 & Waconia Parkway North Improvements to Minger Construction #4**
- 7) Accepting Cash Donations for Operations of the Fire Department**
- 8) Snow Hauling Agreement**
- 9) Towing and Impound Services Agreement**
- 10) Submittal of LRIP Grant Application for TH5 Frontage Road Extension**
- 11) Steep Slope Permit — 748 Old Beach Lane**
- 12) Amendment to Chapter 515 of City Code Related to Cannabis Sales**

Motion to adopt the consent agenda as published was made by Council Member Coleman seconded by Council Member by Siddons.

MOTION CARRIED.

9. COUNCIL BUSINESS

1) Island View Estates and Pine Hill Playground Projects

Shane Fineran, City Administrator, provided an overview of the agenda item, noting that the 2026 Capital Investment Plan includes the replacement and development of playground systems at Pine Hill Park and Island View Estates Park. Staff is requesting approval of these projects to secure 2025 pricing and avoid a projected 5% cost increase. The equipment will be ordered in 2025 and installed in 2026 as weather permits. The Park Board conducted significant public outreach, including a neighborhood survey and a community meeting on October 13th. The selected vendor will store the equipment at no cost to the City and complete installation as conditions allow.

Mayor Litfin expressed appreciation to all staff, board members, and residents who participated in the decision-making process.

Motion to adopt Resolution No. 2025-251 approving the playground equipment order made by Council Member Grengs, seconded by Council Member Siddons.
MOTION CARRIED.

2) City Sponsorship Program for Summer Events

Jackie Schulze, Assistant City Administrator, provided an overview of a new program to the Council. She explained that the City hosts several free, family-friendly events, including the Summer Music Series and National Night Out, which have continued to grow in attendance—particularly following the relocation of the Summer Music Series. As participation has increased, so have community expectations for higher-quality musical acts, expanded family activities, and improved event promotion. Local businesses have also expressed interest in becoming more involved by sponsoring activities such as face painting and children’s entertainment. To sustain and expand these opportunities without increasing reliance on general fund support, staff is recommending the creation of a City Sponsorship Program. Many neighboring cities already utilize sponsorships to support similar events.

The proposed program would include opportunities for a Title Sponsor, a National Night Out Band Sponsor, and Gold, Silver, and Friends of Music in the Street's sponsorship levels. The Music in the Streets program will feature five rotating block events throughout the City, along with a dedicated children’s show in a City park.

Motion to adopt Resolution No. 2025-252 Approving the Summer Sponsorship Program was made by Council Member Siddons and seconded by Council Member Coleman.
MOTION CARRIED.

3) Polling Place Boundaries & Polling Locations for 2026 Elections

Jackie Schulze presented an update on polling locations for the 2026 elections. In early 2022, the Council transitioned from a two-ward system to a precinct-based at-large system, where all four Council Members are elected at large. At that time, the City moved from two polling places to three precincts. Precinct boundaries are established by each municipality’s governing body. In recent years, churches and schools have presented challenges as polling locations due to limited access for setup and takedown, as well as increasing security concerns. The new fire station’s training room was designed with future use as a polling location in mind. After analyzing 2024 election data and voting statistics, City staff are recommending the addition of a fourth precinct for 2026 and changes to designated polling locations. The proposed polling locations will be:

- Senior Center at City Hall
- Paradise Commons at Lake Waconia Regional Park
- Waconia Ice Arena

- Waconia Fire Department

This change will ensure all polling locations are held at public facilities.

Motion to adopt Resolution No. 2025-253 adding a precinct and establishing polling locations for 2026 was made by Council Member Siddons, seconded by Council Member Gleason.

MOTION CARRIED.

10. ITEMS REMOVED FROM CONSENT AGENDA

None

11. REPORTS/EMERGING ISSUES

12. BOARD REPORTS

1) Staff Reports

None

2) Councilmember Siddons

Nothing to report.

3) Councilmember Coleman

Nothing to report.

4) Councilmember Gleason

Nothing to report.

5) Councilmember Grengs

Nothing to report.

6) Mayor Litfin

Mayor Litfin recent meetings activities

- On October 9th attended the Waconia High School Mayors Youth Advisory Committee.
- On October 9th attended the Waconia High Production of Joseph and the Amazing Technicolor Dreamcoat.
- On October 14th presented City data and mayoral information to 100 fifth graders at Laketown Elementary.

- On October 15th met with citizens who are interested in creating a Spring Into Health Series of events in Waconia.

A special thank you to Jackie Schulze and Jen Friesen for helping out with the Mayor's Minutes.

13. ANNOUNCEMENTS

Shane Fineran reminded all that winter parking restrictions go into effect November 1st and run through April 1st. At tonight's meeting, Council approved Resolution No. 2025-247 approving a Winter Towing and Impound Service Agreement with R&V Service and Towing. Visit the City website for more information: www.waconiamn.gov or follow the City on social media.

Council Member Gleason wished good luck to the Waconia High School football team. On October 21st they will be playing Mankato West in their first playoff game.

14. ADJOURN REGULAR MEETING

Motion to adjourn the October 20, 2025, Waconia City Council meeting at 7:00 p.m. was made by Council Member Coleman, seconded by Council Member Gleason.

MOTION CARRIED.

WORK SESSION: ENTERPRISE FUNDS BUDGET REVIEW, FRANCHISE FEE COMMUNICATIONS PLAN

Tim Litfin, Mayor

ATTEST:

Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 3, 2025	
Item Name: 8.2. Approve November 3, 2025 Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action:	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve November 3, 2025 Expenditures	
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursements registers for the City of Waconia as of November 3, 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:	November 3, 2025
Item Name:	8.3. Contractor Pay Request - Downtown Reconstruction Phase 3 to GMH Asphalt Corporation #6
Originating Dept:	Finance
Presented By:	Amanda Ortloff
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. 6 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 \$42,121.96 based on the engineering request for payment. This payment represents approximately 83% of the total approved contract for the project.	
ATTACHMENTS: 1. 2025 Downtown Reconstruction Phase 3 Pay Request #6	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR, Water, Sewer, Storm Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



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 28, 2025

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

**RE: Waconia Downtown Reconstruction – Phase 3
Pay Request No. 6**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 6 for work completed through 10/24/2025 on the above referenced project. The work completed includes payment for bituminous pavement, sod, aggregate base and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$42,121.96** 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	\$42,121.96	80%	13%	0%	3%	0%	4%
TOTAL	\$42,121.96						

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**

Real People. Real Solutions.

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	\$3,308,490.94
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$3,308,490.94
RETAINED PERCENTAGE (5.0%)	\$165,424.55
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$3,143,066.39
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$3,100,944.43
PAY CONTRACTOR AS ESTIMATE NO. 6	\$42,121.96

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

10-28-25

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By

CONSULTING ENGINEER

Date

10/28/2025

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.4. Well #9 Pay Request #3 with Traut Companies		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
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 No. 3 to Traut Companies for the Construction of Well #9			
EXPLANATION OF AGENDA ITEM: Staff has reviewed the contractor pay request for the construction of Well #9 and recommends payment of \$125,993.75 based on the engineering request for payment. This payment represents approximately 80% of the total approved contract for the project.			
ATTACHMENTS: 1. Well #9 Pay Request #3 Bolton & Menk			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
☒ Budgeted		Personnel Committee:	
☐ Non-Budgeted		Other: More sample text.	
☐ Amendment Required			



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 29, 2025

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

RE: Well #9 - Pay Request No. 3

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 3 for the Well #9 project.

Pay Request No. 3 includes payment for the test pumping, installation of the inner casing and setting of the pump. This pay request also includes payment for disinfection and bacteria testing of the well.

We have reviewed the estimate and recommend the City make payment in the amount of **\$125,993.75** to Traut Companies. 100% of this requested payment is for work associated with the water system.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure
- Pay Request #3



Contractors Application for Payment

Application #	3	Application Date:	10/31/2025
Project:	Waconia Well #9	Contract Date:	October 10th, 2025
Job Number:	3015810		
Owner:	City of Waconia	Contact Name:	Doug Bode
Address:	201 South Vine Street	Contact Email:	dbode@waconia.org
	Waconia, MN 55387	Contact Phone #	952-442-4459
Engineer:	Bolton & Menk	Contact Name:	Seth Peterson
Address:	7533 Sunwood Dr. Suite, 206	Contact Email:	Seth.peterson@bolton-menk.com
	Ramsey, MN 55303	Contact Phone #	612-803-5223
		Engineer Project #	OC1.131583

Billing Instructions: Send to Seth Peterson

1. Original Contract Amount	\$	447,750.00
2. Change Order Addition	\$	17,460.00
3. Change Order Deduction		
4. Revised Contract Amount	\$	465,210.00
5. Value Completed to Date	\$	389,530.00
6. Less 5 % Retainage	\$	19,476.50
7. Subtotal	\$	370,053.50
8. Less Amount Of Previous Pay Requests	\$	244,059.75
9. Amount Due This Request	\$	125,993.75

Representative of Traut Companies: Joe Traut

32640 County Road 133 - St. Joseph, MN 56374
320-251-5090



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.5. Statewide Volunteer Firefighter Plan Pension Benefit		
Originating Dept:	Administration		
Presented By:	Shane Fineran		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-254 approving the statewide volunteer firefighter plan pension benefit			
EXPLANATION OF AGENDA ITEM: The pension benefit administered by the Public Employee Retirement Association for firefighters via the Statewide Volunteer Firefighter Plan (SVF) was reviewed this year to evaluate the capacity for a benefit level increase. The benefit level stands at \$6,700 per year of vested service for eligible retirees. The recent evaluation performed by PERA demonstrates that a benefit level increase up to \$7,500 per year of service would retain a funding ratio of over 125%, which means the fund is in a strong financial position to make this commitment and would not require additional financial contributions by the city or employees. The evaluation was reviewed by the Fire Relief Association leadership group, and they support the benefit level increase to this amount. If approved, the benefit level increase would become effective for eligible retirees in 2026.			
ATTACHMENTS: 1. Resolution No. 2025-254 Firefighter Pension Plan			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Budget Information: ☐ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Planning Commission: Park Board: Personnel Committee: Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-254**

**A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL
FOR FIREFIGHTERS WHO ARE VESTED IN THE
STATEWIDE VOLUNTEER FIREFIGHTER PLAN**

WHEREAS: The City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS: The City understands that Minnesota statutes do not have provisions for a decrease in benefit levels; and

WHEREAS: The City highly values the contributions of City Fire Department members to the safety and wellbeing of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

- 1) The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$7,500.00 benefit level per year of service, effective January 1, 2026; and
- 2) The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.6. Accepting Cash & Non-Cash Donations for Operations of the Fire Department		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-255 Accepting Cash & Non-Cash Donations for Operations of the Fire Department EXPLANATION OF AGENDA ITEM: The Fire Department staff received the following donation with an appreciation letter for the service provided by City staff: • Trinity Ruth Guild - \$50.00 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the Fire Department's 2025 budget. Also, Fire Department staff received a donation for supplies for the Fire Station Open House. This was a non-cash donation and discount on items purchased: • Mackenthun's Fine Foods - \$30.63			
ATTACHMENTS: 1. Resolution No. 2025-255 Donations Fire Department			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: General Fund - Fire (101)		Planning Commission:	
Budget Information:		Park Board:	
☐ Budgeted ☒ Non-Budgeted ☐ Amendment Required		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-255**

**RESOLUTION ACCEPTING CASH & NON-CASH DONATION FOR
OPERATIONS OF THE FIRE DEPARTMENT**

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
Trinity Ruth Guild	Cash	\$50.00
Mackenthun's Fine Food	Discount-Non-Cash	\$30.63

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

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

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

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

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.7. Accept Proposal for Modified Phase 1 Environmental Site Assessment for TH 5 Phase 2 Corridor Improvements		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025 - 256 Authorizing Acceptance of the Proposal for Modified Phase 1 Environmental Site Assessment in support of the Trunk Highway 5 Phase 2 Corridor Improvements. EXPLANATION OF AGENDA ITEM: The proposed Trunk Highway 5 Phase 2 Corridor Improvements from Main Street to Olive Street requires coordination with and following of MnDOT and Federal Highway rules and procedures. This includes ensuring that the project investigates and is prepared for the potential of environmental contamination along the project corridor. A cursory desktop review of readily available environmental databases completed by MnDOT identified several sites with potential to encounter contamination; therefore, a Modified Phase I ESA is required for the Project. Preliminary review has identified numerous leaking underground storage tank facilities, voluntary investigation and cleanup (VIC) sites, petroleum brownfield sites, tank sites, MDA spill sites, and hazardous waste generator sites located within 500 feet of the project along TH 5 between TH 284 and Main Street. Braun Intertec will review the MPCA and Minnesota Department of Agriculture (MDA) online databases for facilities located within the buffer limits. All properties in the 500-foot buffer will be reviewed and ranked as having a high, medium, or low potential for contamination based on criteria established by MnDOT Office of Environmental Services. The City's Consulting Engineer has negotiated a scope and cost for the work for an estimated fee of \$33,450. A draft Modified Phase I ESA report will be available within 6 weeks of the notice to proceed. Staff recommends acceptance of the proposal. ATTACHMENTS: 1. Resolution No 2025-256 Phase 1 EAS Proposal 2. ESA Proposal Phase 1			
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. 2025-256**

**RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR MODIFIED
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT IN SUPPORT OF THE DESIGN OF
TRUNK HIGHWAY FIVE PHASE II CORRIDOR IMPROVEMENTS**

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

WHEREAS, a preliminary review of readily available environmental databases completed by MnDOT identified several sites with potential to encounter contamination which therefore requires a Modified Phase 1 Environmental Site Assessment (ESA) for the project; and

WHEREAS, the City Consulting Engineer has negotiated a proposal with Braun Intertec to perform all services related to the Modified Phase 1 ESA as described in the attached proposal; and

WHEREAS, staff recommends the City accept the proposal to complete a Modified Phase 1 Environmental Site Assessment in support of the TH 5 Phase 2 Corridor design.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acceptance of the proposal in the amount of \$33,450 to Braun Intertec of Bloomington, MN.

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

October 24, 2025

Samuel Ellison, PE
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, Minnesota 55337-1649

Re: Proposal for Modified Phase I ESA Services
SP 231-010-010 [1002-131] Trunk Highway (TH) 5 Reconstruction
Waconia, Minnesota

Dear Mr. Ellison:

Braun Intertec Corporation appreciates the opportunity to submit this proposal to complete a Modified Phase I Environmental Site Assessment (ESA) for the TH 5 Reconstruction project in Waconia, Minnesota.

Project Information and Purpose

We understand the proposed project will include the reconstruction of TH 5 between TH 284 and Main Street with a new roundabout and ponding on the south side of TH 5. This project includes Minnesota Department of Transportation (MnDOT) involvement and coordination.

A cursory desktop review of readily available environmental databases completed by MnDOT identified several sites with potential to encounter contamination; therefore, a Modified Phase I ESA is required for the Project.

Scope of Services

Modified Phase I ESA

The primary approach used to identify environmental risks will be the timely completion of a corridor assessment using protocols established by Minnesota Department of Transportation's (MnDOT) Office of Environmental Stewardship (OES). This approach will be completed using a modified version of the American Society of Testing and Materials (ASTM) methodology E 1527-21, Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process. The approach is modified from ASTM standards as the Phase I ESA will be conducted along a roadway alignment, limited to a 500-foot buffer from the centerline, and does not meet all the requirements of ASTM Standard E1527-21 nor All Appropriate Inquiry (AAI). The approach is accepted by the Minnesota Pollution Control Agency (MPCA) for contaminant management planning and property evaluation when seeking liability assurances.



A single Phase I ESA report will be prepared for the Project. All properties in the 500-foot buffer will be reviewed and ranked as having a high, medium, or low potential for contamination based on criteria established by MnDOT OES. Rankings will be presented on summary tables, figures, and within the text of the report. Braun Intertec will prepare a Site Data Summary sheet for each site exhibiting a high, medium, or low potential for contamination along the Project corridor and will document how and why the site is given this ranking/classification. These rankings will be based solely on the sites' potential for contamination and not on the sites' locations with respect to proposed construction limits. Site rankings may be adjusted based on evidence collected and professional judgment. The regulatory file review portion of the Site Data Summary sheets, if warranted, will consist of relevant figures and tables from reports within the regulatory file.

Braun Intertec has reviewed the MPCA and Minnesota Department of Agriculture (MDA) What's In My Neighborhood (WIMN) online databases for facilities located within 500 feet of the project along TH 5 between TH 284 and Main Street. We have identified numerous leaking underground storage tank facilities, voluntary investigation and cleanup (VIC) sites, petroleum brownfield sites, tank sites, MDA spill sites, and hazardous waste generator sites located within 500 feet.

As described in the ASTM Standard for the Phase I ESA process, Braun Intertec's assessment will include review of a regulatory database report, historical documents, completion of interviews where warranted, and a site reconnaissance. Braun Intertec's research will include but not be limited to MPCA and MDA files, fire insurance maps, city and county files, Minnesota Geological Survey (MGS) files and/or Minnesota Well Index (MWI) files, historical maps, and aerial photographs. Findings will be included in the Modified Phase I ESA report.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Additional Task – Phase II Drilling Investigation

Following the completion of the Phase I ESA activities, and if deemed necessary, Braun Intertec will develop a work plan for conducting a Phase II Drilling Investigation in accordance with MPCA standards in areas where an environmental concern is identified.

Sample results will be presented in a report format including a figure, tables of analytical results, and a summary of findings. We will only submit an electronic copy of our report to you unless requested otherwise. At your request, we can also send the report to additional project team members.

The Phase II work plan and Phase II ESA drilling and sampling activities will be dependent on results of the Phase I ESA and Project design elements. Therefore, the scope and costs will be provided, if warranted, following completion of the Phase I. As such, costs for these tasks have not been included in this proposal.



Schedule

We are prepared to begin the Modified Phase I ESA upon given notice to proceed. A draft Modified Phase I ESA report will be available within 6 weeks of the notice to proceed, unless an alternative delivery date is discussed.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$33,450**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

General Remarks

We appreciate the opportunity to present this proposal to you and will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ted Feit at 507.469.4662 or tfeit@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Michelle LaGarde, PG
Project Scientist

Ted Feit, PG
Associate Director, Senior Scientist

The proposal is accepted, and Braun Intertec is authorized to proceed.

CITY OF WACONIA

Authorizer's Signature

TIM LITFIN, MAYOR

NOVEMBER 4, 2025

Project Proposal

BRAUN INTERTEC
the science you build on

SP 231-010-010 [1002-131] (TH 5)

Client: Bolton & Menk, Inc. Samuel Ellison 12224 Nicollet Avenue Burnsville, Minnesota, 55337-1649	Work Site Address: TH 5, between Highway 284 and Main St Waconia, MN	Service Description Environmental Services
---	---	--

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Phase I Environmental Site Assessment				
Activity 1.1	Phase I ESA Research				\$ 24,300.00
389	Staff Consultant II	120	Hour	\$ 125.00	\$ 15,000.00
393	Project Consultant II	60	Hour	\$ 155.00	\$ 9,300.00
Activity 1.2	Expenses				\$ 826.00
1856	Vehicle mileage, per mile	100	Each	\$ 0.70	\$ 70.00
SUB	Subcontract Historical Documents (ERIS)	1	Each	\$ 756.00	\$ 756.00
Activity 1.3	Phase I ESA Report				\$ 8,324.00
371	GIS/CAD Specialist II	10	Hour	\$ 136.00	\$ 1,360.00
138	Project Assistant	2	Hour	\$ 98.00	\$ 196.00
125	Project Control Specialist	2	Hour	\$ 144.00	\$ 288.00
389	Staff Consultant II	20	Hour	\$ 125.00	\$ 2,500.00
393	Project Consultant II	20	Hour	\$ 155.00	\$ 3,100.00
396	Senior Consultant II	4	Hour	\$ 220.00	\$ 880.00
Phase 1 Total:				\$	33,450.00

Proposal Total:	\$	33,450.00
------------------------	-----------	------------------



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.8. Approve Change Orders 1 & 2 to Geotechnical Exploration Contract for TH5 Phase 2 Corridor Improvements		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	Resolution No. 2024-263 Authorizing the Acceptance of a Proposal for Geotechnical Exploration in Support of the Design of Trunk Highway 5 Phase 2 Corridor Improvements.		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-257 Approving Geotechnical Exploration Contract Change Orders 1 & 2 for THunk Highway 5 Phase 2 Corridor Improvements			
EXPLANATION OF AGENDA ITEM: The City of Waconia is the lead agency for the design of the Trunk Highway 5 Phase 2 Corridor Improvements. As we continue the design from the 60% layout level to the final design stages, additional geotechnical data is desired to refine the design and minimize unknowns during construction. Generally, Change Order 1 is for additional borings to assist in the design of the roadway and three retaining walls, and Change Order 2 is to assist in the design of a monument sign base at the intersection of Olive St and TH 5. The City's Consulting Engineers worked with American Engineering Testing (AET) to scope the level of detail and work needed. The attached change order proposals includes all items necessary to collect the information and provide a final report. Staff recommends the City Council authorize acceptance of the change orders.			
ATTACHMENTS: 1. Resolution No. 2025-257 CO 1&2 for AET Geotechnical Investigation for TH5 Ph 2 2. Highway 5 Phase 2 Improvements Change Order #1 3. Highway 5 Phase 2 Improvements Change Order #2			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Planning Commission:	
Budget Information:		Park Board:	
x	Budgeted	Personnel Committee:	
_____	Non-Budgeted	Other:	
_____	Amendment Required		

**CITY OF WACONIA
RESOLUTION NO. 2025-257**

**RESOLUTION AUTHORIZING CHANGE ORDERS NO. 1 AND 2
TO GEOTECHNICAL EXPLORATION CONTRACT SUPPORTING THE
TRUNK HIGHWAY FIVE PHASE II CORRIDOR IMPROVEMENTS**

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

WHEREAS, the Waconia City Council accepted the proposal from American Engineering Testing (AET) on December 16, 2024 for geotechnical exploration in support of the design work for the Trunk Highway 5 Phase 2 Corridor Improvements; and

WHEREAS, additional geotechnical exploration was deemed necessary for two areas along the corridor as follows; and

- Locations within the roadway on eastbound TH5 near Main St and westbound TH5 near Main Street due to settlements.
- Locations on the north side and outside the roadway from Olive St to Pine St for retaining walls and monument signage.

WHEREAS, the City Consulting Engineer has negotiated the scope and cost of this additional work and staff recommend the City accept the change orders to complete additional subsurface geotechnical exploration work in support of the Trunk Highway 5 Phase 2 Corridor design.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes acceptance of the change orders for a revised total contract with American Engineering Testing in the amount of \$46,879.00.

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

October 8, 2025

Samuel Ellison, PE
Bolton & Menk, Inc.
2638 Shadow Lane, Suite 200
Chaska, MN 55318



Re: Geotechnical Exploration
Highway 5 Phase 2 Improvements – Change Order 1
Waconia, Minnesota
AET Proposal No. P-0028117

Dear Mr. Ellison:

American Engineering Testing (AET) is pleased to submit a change order for this project. In this change order, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services. This change order was created to include the updated boring layout and four additional borings along TH-5 to assist in the design of retaining walls and soil corrections for the roadway.

PROJECT INFORMATION

We understand the city of Waconia is proposing improvements along TH 5 from TH 284 to CSAH 59. Following the original exploration, BMI is requesting additional borings to assist in the design of the roadway as well as three retaining walls. One retaining wall is planned northeast of TH5 and Elm St with a maximum wall height of about 6 feet and a length of about 350 feet. A second retaining wall is planned on the northeast corner of TH 5 and Elm St with a maximum wall height of 6 feet and a length of about 500 feet. The final wall is planned on the north side of TH 5 between Oak St and Orange St with a maximum wall height of about 14 feet and a length of about 325 feet. All walls are planned to be modular block walls. Based on the exposed heights, we assume the shorter walls will be gravity walls (no reinforcement), and the taller wall will have reinforcement.

SCOPE OF SERVICES

Field Exploration

Per the emailed request for proposal, we are submitting our fee proposal for the following scope. We will:

- Mark the proposed boring locations.
- Arrange clearance of underground public utilities.
- Obtain the necessary MnDOT and County permit for drilling within the right of way; we assume there will be no fee for the permit.
- Perform a total of 6 Standard Penetration Test (SPT) soil borings and two pavement cores, as follows:
 - Two SPT borings to depths of 10 and 21 feet within the existing TH 5 and TH 284 roadways.

550 Cleveland Avenue North | Saint Paul, MN 55114

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

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

- Obtain a pavement core at each location.
 - Four SPT borings to depths ranging from 21 to 41 feet at planned retaining wall locations.
- Backfill the boreholes per Minnesota Department of Health (MDH) requirements.
- Patch the paved boring surfaces with cold-mix bituminous.
- Document the final soil boring locations and boring ground surface elevations using a GPS unit having sub-meter accuracy.

We propose to provide traffic control in accordance with the Minnesota Temporary Traffic Control Field Manual 2018. For the on-road borings, we plan to close the right turn lane utilizing a subcontractor. For borings performed off the pavement, no traffic control is planned.

We will drill the SPT borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). 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. At the boring locations, we will generally collect samples at 2.5-foot intervals to depths of 15 feet and 5-foot intervals thereafter to the termination depths. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some settlement of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the County will backfill and repair any boreholes that may settle after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

We assume that the on-road and off-road boring locations are readily accessible by our truck-mounted drill rig. Accessing the off-road boring locations may leave ruts in the ground. We have not included a fee for site restoration or tree cutting in our cost estimate.

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 owner and AET prior to AET beginning any subsurface exploration. Also, 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.

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. We also propose to perform moisture content tests on all soils, as well as organic content, percent passing the #200 sieve, and sieve analyses on select samples.

On completion of testing, we will visually/manually classify the soils according to the USCS and AASHTO soil classification systems. We will then prepare the final subsurface boring logs.

Report

Following the field and laboratory services, a amended geotechnical report will be prepared and submitted which will include our recommendations for the road and retaining walls based on the new borings.

SCHEDULE

Our current MnDOT permit expires October 31, 2025. Weather permitting and based on our current backlog, we should be able to perform the field work in October if authorization is provided by October 15, 2025.

The field exploration should be completed within two days.

FEES

Our fees for the scope of services described above will be charged on a time and materials basis for not-to-exceed fee of **\$14,992**. For the scope of services described above, our charges will be as follows:

1. Layout and Utility Clearance	\$ 1,264.00
2. Field Exploration	\$ 8,038.00
3. Traffic Control	\$ 1,200.00
4. Laboratory testing	\$ 660.00
5. Project Management and Reporting	<u>\$ 3,830.00</u>
TOTAL ESTIMATE	\$14,992.00

The budget with the original contract was **\$25,660**; therefore, the new contract total will be **\$40,652**.

If organic soils are encountered within the on-road borings, AET proposes to perform up to 1 consolidation test with an additional fee of **\$799**.



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

MINNESOTA DEPARTMENT OF HEALTH FEES

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. 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. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$125. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services doesn't include the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

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.

TERMS AND CONDITIONS

The services will be provided per the Terms and Conditions contained in the Subconsultant Master Agreement for Professional Services (Task Orders) between Bolton & Menk, Inc and American Engineering Testing, Inc., dated January 20, 2021.

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.

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



Sincerely,
American Engineering Testing, Inc.

A handwritten signature in black ink, appearing to read 'R. Kaeppe'.

Reed Kaeppe, P.E. (MN, WI, IA)
Engineer II
Phone: (715) 933-0487
Email: rkaeppe@teamAET.com

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

Thomas Evans, P.E. (MN)
Senior Engineer
Phone: (701) 690-9732
Email: tevans@teamAET.com

Attachments: Fee Estimate

ACCEPTANCE AND AUTHORIZATION: AET Project No. P-0028117

SIGNATURE: _____

PRINTED NAME: TIM LITFIN, MAYOR

COMPANY: CITY OF WACONIA

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: NOVEMBER 4, 2025

October 22, 2025

Samuel Ellison, PE
Bolton & Menk, Inc.
2638 Shadow Lane, Suite 200
Chaska, MN 55318



Re: Geotechnical Exploration
Highway 5 Phase 2 Improvements – Change Order 2
Waconia, Minnesota
AET Proposal No. P-0028117

Dear Mr. Ellison:

American Engineering Testing (AET) is pleased to submit a change order for this project. In this change order, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services. This change order was created to include the soil exploration for a proposed monument sign.

PROJECT INFORMATION

We understand the city of Waconia is proposing improvements along TH 5 from TH 284 to CSAH 59. Following the original exploration and Change Order 1, BMI is requesting an additional boring to assist in the design of a monument sign at the intersection of S Olive Street and TH-5. We assume the sign will be supported either by a spread footing or drilled shafts.

SCOPE OF SERVICES

Field Exploration

Per the emailed request for proposal, we are submitting our fee proposal for the following scope. We will:

- Mark the proposed boring location.
- Arrange clearance of underground public utilities.
- Obtain the necessary MnDOT and County permit for drilling within the right of way; we assume there will be no fee for the permit.
- Perform a total of 1 Standard Penetration Test (SPT) soil boring, as follows:
 - One SPT boring to depth of 36 feet at planned monument sign location.
- Backfill the boreholes per Minnesota Department of Health (MDH) requirements.
- Document the final soil boring location and boring ground surface elevation using a GPS unit having sub-meter accuracy.

We will drill the SPT boring using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). 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. At the boring location, we will generally collect samples at 2.5-foot

550 Cleveland Avenue North | Saint Paul, MN 55114

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

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.



intervals to depths of 15 feet and 5-foot intervals thereafter to the termination depth. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the borehole to comply with State requirements. Even after backfilling, some settlement of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the County will backfill and repair any boreholes that may settle after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

We assume that the off-road boring location is readily accessible by our ATV drill rig. Accessing the off-road boring location may leave ruts in the ground. We have not included a fee for site restoration or tree cutting in our cost estimate.

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 owner and AET prior to AET beginning any subsurface exploration. Also, 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.

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. We also propose to perform moisture content tests on all soils, as well as organic content, percent passing the #200 sieve, and sieve analyses on select samples.

On completion of testing, we will visually/manually classify the soils according to the USCS and AASHTO soil classification systems. We will then prepare the final subsurface boring logs.

Report

Following the field and laboratory services, an amended geotechnical report will be prepared and submitted which will include our recommendations for the foundation and backfill of the monument.



SCHEDULE

Our current MnDOT permit expires October 31, 2025. Weather permitting and based on our current backlog, we should be able to perform the field work in October if authorization is provided by October 24, 2025.

The field exploration should be completed within one day.

FEES

Our fees for the scope of services described above will be charged on a time and materials basis for not-to-exceed fee of **\$6,227**. For the scope of services described above, our charges will be as follows:

1. Layout and Utility Clearance	\$ 940.00
2. Field Exploration	\$ 3,262.00
3. Laboratory testing	\$ 245.00
4. Project Management and Reporting	<u>\$ 1,780.00</u>
TOTAL ESTIMATE	\$ 6,227.00

The budget with the contract after Change Order 1 was **\$40,652**; therefore, the new contract total will be **\$46,879**.

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

MINNESOTA DEPARTMENT OF HEALTH FEES

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. 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. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$125. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services doesn't include the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

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.

TERMS AND CONDITIONS

The services will be provided per the Terms and Conditions contained in the Subconsultant Master Agreement for Professional Services (Task Orders) between Bolton & Menk, Inc and American Engineering Testing, Inc., dated January 20, 2021.

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.

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

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in black ink, appearing to read 'Reed Kaeppe'.

Reed Kaeppe, P.E. (MN, WI, IA)
Engineer II
Phone: (715) 933-0487
Email: rkaeppe@teamAET.com

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

Thomas Evans, P.E. (MN)
Senior Engineer
Phone: (701) 690-9732
Email: tevans@teamAET.com

Attachments: Fee Estimate

ACCEPTANCE AND AUTHORIZATION: AET Project No. P-0028117

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

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	Statutory Limits
Employer's Liability	\$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.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.9. 2026 GIS Analyst Shared Position Agreement with Carver County		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	Resolution No. 2024-214 - Approving Carver County GIS Analyst Shared Position Agreement for 2025 - Dated: October 7, 2024		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-258 Approving Carver County GIS Analyst Shared Position Agreement for 2026			
EXPLANATION OF AGENDA ITEM: Attached is the 2026 GIS Analyst Shared Position agreement. This will be the 20th year we have partnered with Carver County and other communities to fund a portion of the GIS Analyst position. This position assists us in developing our GIS database and works approximately 32 hours per month on Waconia related items (8 hours per week). The funding for this position is included in the 2026 budget. Highlights of the changes include: - Change in not to exceed amount to \$78.00 per hour from \$72.69 per hour. This includes all salary and benefits related to the position and may be higher than the actual total costs paid. - Change in contract term from 2025 to 2026			
ATTACHMENTS: 1. Resolution No. 2025-258 GIS Shared Position 2. GIS Analyst Shared Position Agreement			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: General Fund - Technology Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		Planning Commission:	
		Park Board:	
		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-258**

**RESOLUTION APPROVING CARVER COUNTY GIS ANALYST
SHARED POSITION AGREEMENT FOR 2026**

WHEREAS, the City of Waconia and Carver County desire to assure uniformity, accuracy, and standards of GIS data created and used within the County; and

WHEREAS, the City of Waconia and Carver County have developed an agreement whereby both can benefit from the partnership; and

WHEREAS, the City finds this partnership to be in the best interests of the community; and

WHEREAS, funds have been allocated in the 2026 budget for the City's share of this shared position.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waconia hereby authorizes the City Administrator to execute the Carver County GIS Analyst Shared Position Agreement, conditioned upon adoption of the 2026 General Fund Budget.

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator

Carver County GIS Analyst Shared Position Agreement

THIS AGREEMENT is entered into by and between the County of Carver, 604 East 4th Street, Chaska, Minnesota 55318, hereinafter referred to as “Carver County” and the City of Waconia, 201 South Vine Street, Waconia, MN 55387, hereinafter referred to as “Participating Agency”.

WHEREAS, Carver County is the employer of the GIS Analyst shared position; and

WHEREAS, Participating Agency will be allocated a percentage of hours per week for the GIS Analyst to work on Participating Agency projects; and

WHEREAS, Carver County and Participating Agency would like to arrange an opportunity to create a stronger GIS relationship, to assure uniformity, accuracy, and standards of GIS data created and used within the county, and to greatly reduce duplication of effort and expense related to GIS projects, including data collection and data maintenance; and

WHEREAS, Carver County and Participating Agency can share GIS data between organizations to help support GIS applications; and

WHEREAS, Carver County and Participating Agency can both benefit from a partnership agreement that serves to share resources and GIS knowledge between organizations in order to provide enhanced GIS services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE

- 1.01 Strengthen the delivery county GIS service, which will bring uniformity, heightened, and predictable standards for created GIS data used within Carver County. This will reduce costs, expenses and duplication of efforts in GIS endeavors including data collection and data maintenance. This sharing is authorized Minnesota Statutes, Section 471.59.

2. DEFINITIONS

- 2.01. Geographic Information System or GIS is a system used to visualize and analyze geographic features and data related to them. This is accomplished using specialized computer software and data. The term GIS has become loosely used to encompass software, data, analysis, and maps related to computerized mapping and geographic analysis.
- 2.02. GIS Analyst works with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. GIS software has the capacity to relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, utilities and transportation networks.

- 2.03. Participating Agency is any participating entity that has executed a copy of this Agreement.
- 2.04. Work Week equals 40 Hours
- 2.05. Work Place will be the Carver County Courthouse, located at 604 East Fourth Street, Chaska, MN.
- 2.06. Commute Miles are the distance you travel from your home to your usual work place. If you leave from home and travel to a Participating Agency by personal auto, the amount of miles claimed should be the lesser of the distance from your home to the destination or the distance from your usual work place to the destination.

3. FUNDING

- 3.01. The Participating Agency is responsible for funding 8 hours of work per week of the shared position. The hours funded per week equal 20% of the overall funding of the position per week.
- 3.02. The cost of the hourly wage will be based upon Carver County's pay scale for a GIS Analyst position at the Grade and Step of the hired employee. The cost will include all benefits offered by Carver County. The cost for this agreement is not to exceed \$78.00 per hour.
- 3.03. All holidays, sick leave, vacations, and training costs will be divided among Carver County and all Participating Agencies by their percentage of funding of the shared position for a work week stated in 2.01.
- 3.04. Participating Agency will be invoiced by Carver County on a quarterly basis. March 31st, June 30th, September 30th and December 31st.
- 3.05. The shared position will attempt to take a County vehicle when applicable and available to travel to and from the work place to a Participating Agency or between Participating Agencies. If a vehicle is not available, the shared position's mileage will be reimbursed when traveling by a personal vehicle to and from the work place to the Participating Agencies or between Participating Agencies, based upon the County approved standard mileage rate. Commute miles are not reimbursed. The mileage reimbursement will be split by all the Participating Agencies and the County equally and included in the quarterly invoice.
- 3.06. Mileage reimbursement costs while the shared position is on-site doing job related tasks for the Participating Agency is the responsibility of the Participating Agency.
- 3.07. Printing on the county's plotter is an option for Participating Agencies at a cost of \$2 per square foot.

4. CARVER COUNTY COMMITMENT

- 4.01. During the term of this agreement Carver County will employ and supervise a GIS Analyst qualified to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf. GIS Analyst will be an employee of Carver County. Unless stated otherwise in this agreement, the County shall be solely responsible for hiring, training, supervising, promoting, discipline, and terminating the GIS Analyst. The County's responsibility will include

being responsible for worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the County or employees of the County performing services under this Agreement. The GIS Analyst is anticipated to be a member of collective bargaining unit.

- 4.02.** During the term of this agreement Carver County will provide the Participating Agency a summary of hours used, hours remaining, and a detailed summary of hours logged on Participating Agency's projects. The time to maintain these records will be done by the shared position on the Participating Agency's hourly time. These reports will be provided with the quarterly invoice. The report will be kept up-to-date and can be requested by the Participating Agency at anytime.
- 4.03.** Carver County Enterprise Software Services Unit under the Information Technology Department within Public Services Division will oversee and supervise the shared position. The shared position will apply to all rules and policies of Carver County.
- 4.04.** Carver County will provide an email address, phone and computer for the shared position.
- 4.05.** Carver County will hire the shared position based upon an agreement from all Participating Agencies.
- 4.06.** The Participating Agency Contracts with the County for GIS Services. In this agreement the GIS Analysts will provide the Participating Agency with the following services:
 - 4.06.1.**
 - Map production
 - GIS data maintenance and management
 - ArcGIS Online administration
 - GIS solution implementation
 - GIS software support
 - GPS support
 - GIS training

5. PARTICIPATING AGENCY COMMITMENT

- 5.01.** Participating Agency will provide a primary person of contact for the shared position. This person will prioritize the work the shared position will conduct for their agency. This person will also be the recipient of the invoice and hourly summary statistics provided by Carver County.

Participating Agency Contact Information

Name: _____

Title: _____

Phone: _____

Email: _____

- 5.02. Participating Agency will provide a list of potential projects within Attachment A.
- 5.03. Participating Agency will send at least one representative to participate in the hiring process of the shared position.
- 5.04. Participating Agency will provide feedback on the GIS Analyst's yearly performance review process.

6. AGREEMENT TERM

- 6.01. The term of this Agreement shall commence upon January 1, 2026 or upon its execution by Carver County and the Participating Agency, whichever occurs later. This Agreement shall remain effective until December 31, 2026.
- 6.02. 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.

- 6.03. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

This Agreement may be cancelled with or without cause by any party upon 120 days written notice. The participating agency shall still be responsible for its financial obligation as described in 3 Funding.

- 6.04. Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

- 6.05. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that each Party's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.
- 6.06. All data collected, created, received, maintained, or disseminated, in any form, for any purposes by the activities of the Parties because of this Agreement is governed by the

Minnesota Government Data Practices Act Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy.

- 6.07.** Neither Party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other Party and subject to such conditions and provisions as it may deem necessary. The subcontracting Party shall be responsible for the performance of all Subcontractors.
- 6.08.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.
- 6.09.** During the performance of this Agreement, the Parties agrees 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 rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable
- 6.10.** The Laws of the State of Minnesota shall apply to this Agreement.
- 6.11.** 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 in (6.12) below.
- 6.12.** 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 form 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.
- 6.13.** Pursuant to Minn. Stat. §16C.05, subd. 5, the parties agree 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 parties and involve transactions relating to this Agreement. Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.

Neither party shall be held responsible for delays or failure to perform when such delays or failure is due to any of the following uncontrollable circumstances: fire, flood epidemic, strikes, wars, acts of God, unusually severe weather, actions of public authorities, or delays or defaults cause by public carrier(s); providing the defaulting party gives notice as soon as possible to the other party of the inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

PARTICIPATING AGENCY

COUNTY OF CARVER

By: _____

By: _____

Title: TIM LITFIN, MAYOR

Title: _____

Date of Signature: NOVEMBER 4, 2025

Date of Signature: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025		
Item Name:	8.10. Approving 2026 Solid Waste Reduction Grant Application		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	Resolution No. 2025-140 Authorizing the Public Services Director to Extend the Contract with SMSC for Compost Disposal		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-259 Authorizing Application for the 2026 Carver County Solid Waste Reduction Grant Program			
EXPLANATION OF AGENDA ITEM: Each year, agreements are entered into between Carver County and the Cities and Townships in Carver County to provide grant funding for solid waste abatement programs. The overall goal is for Carver County Environmental Services to reduce the impact of compostable and/or recyclable material entering the landfills. Carver County Environmental Services has proposed a total of \$175,000.00 for year 2026 to be distributed to cities and townships through the Solid Waste Reduction and Recycling Grant Program. The City of Waconia has participated in this program for over 15 years. Composting is scheduled annually from May to November with altering days and weekends monitored by Public Services staff. Recycling efforts are utilized in the Park System to offset garbage collection and land fill impacts. These efforts assist in reducing the dumping of yard waste in or near storm ponds and receiving streams, which in turn reduces the pollution impacts of the communities receiving streams, lakes and ultimately the Minnesota River. Staff recommends approval of the application for these grant funds to help offset the City's operational costs.			
ATTACHMENTS: 1. Resolution No. 2025-259 Waste Reduction Grant Application 2. 2026 Carver County Solid Waste Reduction Grant			
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. 2025-259**

**RESOLUTION AUTHORIZING APPLICATION FOR CARVER COUNTY
2026 SOLID WASTE REDUCTION & RECYCLING GRANT PROGRAM**

WHEREAS, Carver County Environmental Services is offering a grant program for 2026 to support local solid waste abatement efforts; and

WHEREAS, the City of Waconia provides compost drop off days and recycling in three of our major parts that are applicable to these goals; and

WHEREAS, the grant funds would assist in off-setting operational expenditures to provide these services in 2026; and

WHEREAS, a total of \$17,500 in funding is requested and if awarded will be considered in the 2026 budgeting process; and

WHEREAS, the City Council authorizes the City Administrator along with Public Services staff to prepare the grant application and supporting documents for the grant period.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Waconia hereby authorizes approval of the grant application for the Carver County Environmental Services 2026 Solid Waste Reduction and Recycling grant application.

Adopted by the City Council of Waconia, Minnesota this 3rd day of November 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



**Carver County
Environmental Services**

Carver County Government Center

600 East Fourth Street • Chaska, MN 55318-1202

Office: (952) 361-1800 • www.carvercountymn.gov

To whom it may concern,

Each year, agreements are entered into between Carver County and the Cities and Townships in Carver County to provide grant funding for solid waste abatement programs. Carver County Environmental Services has proposed a total of \$175,000.00 for year 2026 to be distributed to cities and townships through the Solid Waste Reduction and Recycling Grant Program.

In 2026, the County plans to host two virtual informational meetings. One meeting in the spring will provide an opportunity for City, Township, and County staff to discuss projects. A second meeting in the fall will provide an opportunity for staff to ask questions or request help prior to beginning the reimbursement process.

The 2026 Grant Focus Areas, including priority areas and examples of past projects, are provided in a separate document. Applicants are encouraged to review this document when preparing their proposals. [Projects will be evaluated using the waste hierarchy as a guiding principle.](#)

All Cities and Townships who wish to receive grant funding must return a completed **2026 Community Grant Application by 4:30 p.m. on Friday, October 31, 2025.** [The application can be completed here.](#)

Please contact Carver County Environmental Services to discuss how expenses associated with a proposed project may fit within eligible expenses. Eligible expenses include, but are not limited to:

- Development of waste diversion and/or recycling services
- Costs of equipment
- Labor costs
- Education and project marketing costs

Grant proposals will be awarded to ensure funds are used in a way that supports Carver County's goals to reduce waste and divert materials from land disposal. The following criteria will be considered:

- **Project description** – Demonstrates potential for significant waste reduction or landfill diversion. Key personnel and their roles should be listed, along with the specific issues the project addresses.
- **Outcomes** – Expected results should be specific, realistic, and measurable. Provide baseline data if available.
- **Budget** – Amount of funding contributed by the city/township, with all expenses detailed.
- **Equipment purchased** – Should be sustainable when possible (durable, energy efficient, made from recycled content, recyclable, etc.).

The County requires grant recipients to seek multiple bids for all grant-related activities above \$5,000. Please attach bids to the grant application if available. The County reserves the right to refuse funding or partially fund an application. After the application is reviewed, County staff will contact applicants to discuss next steps.

Thank you,

Dustin Heidinger, CHMM

Senior Environmentalist

O: [\(952\) 361-1836](tel:(952)361-1836)

M: [\(952\) 847-0512](tel:(952)847-0512)

dheidinger@carvercountymn.gov



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025
Item Name:	8.11. Waconia Parkway South Speed Limit Changes
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action:	Resolution No. 2024-230 Requesting MnDOT to Conduct a Speed Study for Waconia Parkway South
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-260 Directing Staff to Change the Speed Limit signs on Waconia Parkway South

EXPLANATION OF AGENDA ITEM:

In October 2024, the City requested MnDOT conduct a speed study of Waconia Parkway South between TH5 and CSAH 10 due to concerns raised about the speed by members of the public and also reported to us from the Carver County Transportation department. The addition of a roundabout at the intersection of Waconia Parkway South and Pond Lane/Wildflower Way in 2021 and a signal system at the intersection of Waconia Parkway South and Oak Avenue in 2022, as well as adjacent development, have changed the transportation patterns of this roadway.

Changes to speed limits fall under Minnesota State Statute 169.14. This law establishes statutory speed limits on most typical roadways under ideal conditions. Unless otherwise posted, it is 30 mph on streets in urban districts and 55 mph on other roads. The speed limit already differed from this but would need to be evaluated in order to change the current posting. As a statutory city without a current Speed Policy as approved by the Legislature in 2019, MnDOT must conduct this study to record what the average speeds currently are on the roadway and will typically recommend the speed at the 85th percentile average.

This study was recently completed and recommends the following speed limits for Waconia Parkway South based on their investigation and supported by the measured 85th percentile speed.

- 45 MPH – from CSAH 10 to the intersection with Heather Lane
- 35 MPH – from the intersection with Heather Lane to MN TH 5

Staff has informed MnDOT that the city agrees with this evaluation, and we can now make that change.

Staff recommends the City Council adopt the attached Resolution directing staff to change the speed limit signs on Waconia Parkway south to the new recommended limits provided by the MnDOT speed study.

ATTACHMENTS:

1. Resolution No. 2025-260 Change Speed Limits Signs on WACONIA PARKWAY SOUTH
2. Speed Study Results from MnDOT
3. Location Map Waconia Parkway South

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. 2025-260**

**RESOLUTION AUTHORIZING SPEED LIMIT SIGN CHANGE
FOR WACONIA PARKWAY SOUTH**

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

WHEREAS, the segment of Waconia Parkway South was a turnback of a County State Aid Route with speeds posted at 35mph,45mph, and 50 mph; and

WHEREAS, the addition of a roundabout at the intersection of Waconia Parkway South and Pond Lane/Wildflower Way in 2021 and a signal system at the intersection of Waconia Parkway South and Oak Avenue in 2022 as well as adjacent development have changed the transportation patterns of this roadway; and

WHEREAS, Minnesota State Stature 169.14 sets the speed limits for roadways and the authority to change roadway speeds lays with the Minnesota Department of Transportation; and

WHEREAS, the Waconia City Council on October 24, 2024, requested MnDOT complete a speed study of Waconia Parkway South between Carver CSAH 10 and Minnesota TH 5; and

WHEREAS, MnDOT has completed the study and recommends the following speed limits for Waconia Parkway South based on their investigation and supported by the measured 85th percentile speeds.

- 45 MPH – from CSAH 10 to the intersection with Heather Lane
- 35 MPH – from the intersection with Heather Lane to MN TH 5

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby directs the Public Services Department to change the Speed Limit signs on Waconia Parkway South to match these recommendations.

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

Jon Haukaas

From: LaMotte, James (He/Him/His) (DOT) <James.LaMotte@state.mn.us>
Sent: Friday, October 17, 2025 12:07 PM
To: Jon Haukaas
Cc: Jake Saulsbury; Riley, Cherzon (DOT)
Subject: RE: Request for Speed Study
Attachments: MSAS 124 (Waconia Pkwy S) Map.pdf; MSAS 124 SPEED SAMPLES.pdf

Greetings Jon,

We have completed an engineering and traffic investigation to determine safe and reasonable speed limits for MSAS 124 (Waconia Parkway S) from the intersection with CSAH 10 (Waconia Parkway N) to the intersection with MNTH 5.

Based on the results of our investigation, we recommend authorization of the following speed limits for MSAS 124 (Waconia Parkway S):

45 MPH – from the intersection with CSAH 10 (Waconia Parkway N) to the intersection with PVT 576 (Heather Lane)

35 MPH – from the intersection with PVT 576 (Heather Lane) to the intersection with MNTH 5

Attached is a map showing the authorized, and recommended speed limits and speed samples obtained for the study. Please review the recommended speed limits and contact me with any questions. If you concur with our recommended limits, an email expressing your concurrence is sufficient.

If you have any additional questions, please feel free to contact me.

Thanks, and have a great weekend!

James LaMotte
MnDOT, Metro Traffic/Speed Zoning
Research Analyst
651-775-1270
James.lamotte@state.mn.us

From: Jon Haukaas <jhaukaas@waconia.org>
Sent: Friday, November 1, 2024 1:19:34 PM
To: Riley, Cherzon (DOT) <cherzon.riley@state.mn.us>
Cc: Jake.Saulsbury <Jake.Saulsbury@bolton-menk.com>
Subject: Request for Speed Study

You don't often get email from jhaukaas@waconia.org. [Learn why this is important](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Ms. Riley

Please accept and review the attached request and resolution from the City of Waconia asking MnDOT to conduct a speed study in the City of Waconia.

Reach out with any questions or instructions for next steps.

Thank you

Jon Haukaas, PE

Director of Public Services

City of Waconia

310 E 10th Street

Waconia, MN 55387

952-442-2615 (Office)

952-442-4265 (Direct)



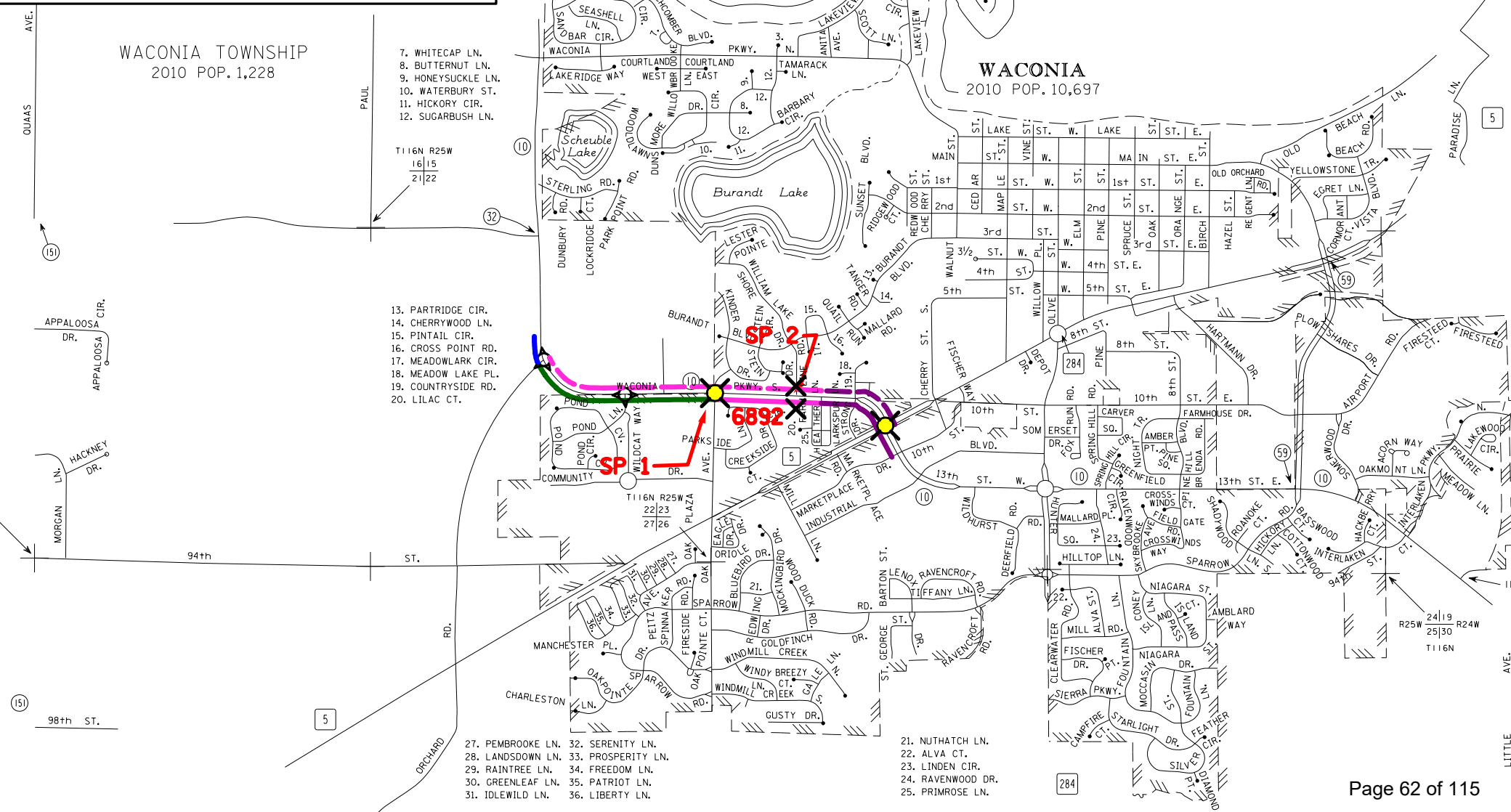
- AUTHORIZED 35 MPH SPEED LIMIT
- AUTHORIZED 45 MPH SPEED LIMIT
- AUTHORIZED 50 MPH SPEED LIMIT
- AUTHORIZED 55 MPH SPEED LIMIT
- RECOMMENDED 35 MPH SPEED LIMIT
- RECOMMENDED 45 MPH SPEED LIMIT
- SP → SPEED SAMPLE
- TRAFFIC SIGNAL
- 2-WAY STOP
- ROUNDAABOUT
- 00000 2023 AADT

OCTOBER 2025

SCALE IN FEET

PAGE 1 OF 1

SPEED CHECK LOCATIONS			
		1	2
85th Percentile Speeds	E.B.	44	45
	W.B.	45	44
50th Percentile Speeds	E.B.	40	41
	W.B.	41	41
10 MPH Pace	E.B.	36-45	37-46
	W.B.	38-47	36-45
% In Pace	E.B.	85.9	76.0
	W.B.	89.0	83.0





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025
Item Name:	8.12. Approve Low Potency Hemp Edible Retail Applications
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-261 Approving Low Potency Hemp Edible Retail Applications	
EXPLANATION OF AGENDA ITEM: Low Potency Hemp Edible (LPHE) Retail Applications have been received and reviewed by Staff for the establishments listed on Resolution No. 2025-261. Licenses will be issued upon approval by the State of Minnesota and upon all conditions of licensing being met in accordance with City Ordinances, which includes completion of all forms, payment of fees, and receipt of certificates of insurance.	
ATTACHMENTS: 1. Resolution No. 2025-261 LPHE Applications	
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. 2025-261**

**RESOLUTION APPROVING
LOW POTENCY HEMP EDIBLE APPLICATIONS**

WHEREAS, On October 1, 2025, retailers are eligible to apply for a low-potency hemp edible license through the State of Minnesota which permits them to sell low potency hemp edible products in combination with City Registration; and,

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

WHEREAS, the City of Waconia received the following low potency hemp applications in the Office of the City Clerk; and

- Colony Plaza, 140 West Highway 5, Waconia
- Hoppers (P&D Incorporated)
- Kwik Trip #460, 809 Vista Blvd, Waconia
- Kwik Trip #1173, 100 Sparrow Road, Waconia
- MGM Wine & Spirits (JDK Liquors Inc.)
- Waconia Saloon, 16 Elm Street South, Waconia

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the applicants listed above 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 3rd day of November 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 3, 2025	
Item Name: 8.13. Temporary On-Sale Liquor License	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-262 Approving Temporary On-Sale Liquor License	
EXPLANATION OF AGENDA ITEM: The City received an application for a Temporary On-Sale Liquor License from the Church of St. Joseph for an event to be held on January 31, 2026. Sale and consumption of alcoholic beverages will be limited to the Education Center Commons and Gymnasium at 41 East First Street in Waconia.	
ATTACHMENTS: 1. Resolution No. 2025-262 Temp On-Sale	
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. 2025-262

RESOLUTION APPROVING TEMPORARY ON-SALE LIQUOR LICENSE

CHURCH OF ST. JOSEPH

WHEREAS, an application for a temporary on-sale liquor license has been received in the Office of the City Administrator from the Church of St. Joseph at 41 1st Street for an event to be held on January 31, 2026; and

WHEREAS, the sale and consumption of alcoholic beverages will be limited to the Education Center Commons and gymnasium; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the temporary on-sale liquor license application of the Church of St. Joseph on January 31, 2026, contingent upon completion of all forms, payment of fees, receipt of certificates of insurance, and proof of compliance with state and location requirements

Adopted by the City Council of the City of Waconia this 3rd day of November 2025

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	November 3, 2025
Item Name:	8.14. Special Event Permit - Lola's Lake House 10K
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-263 Approving Special Event Permit - Lola's Lake House

EXPLANATION OF AGENDA ITEM:

Background

In the fall of 2024, City staff convened the organizers of various run and walk events that traditionally occur within the community during the spring and summer months to discuss event safety, travel impacts, and opportunities for collaboration. This group included representatives from the Waconia Chamber of Commerce, Lola's Lakehouse, MN Run Series, Waconia Brewing Company, and Gather & Grow/Walk on Waconia.

Using the Twin Cities Marathon as inspiration—an event that successfully integrates multiple race distances, youth runs, and charitable partnerships—staff and organizers discussed the potential to develop a similar, larger-scale event in Waconia. The goal of this concept is to consolidate several smaller events into one coordinated weekend, enhancing participant safety, reducing community disruption, and positioning Waconia as a destination for regional race enthusiasts.

Proposed Event

Following these discussions, the MN Run Series submitted an application to host the newly branded Lola's Half Marathon, Ten Mile, and 5K Race, benefiting Gather & Grow. This event will combine the routes and distances of the former Lola's Half Marathon and Walk on Waconia events. The event is scheduled for May 3, 2026, and is expected to attract over 3,000 participants.

The proposed race route will utilize portions of Main Street, Old Beach Lane, Waconia Parkway North, and Walnut Street. Temporary street closures are being requested from approximately 4:00 a.m. to 12:00 p.m. on race day for sections of Main Street, Old Beach Lane, and Walnut Street. City Square Park will serve as race headquarters, as well as the start and finish area.

Recommendation

While this event is not currently identified as a "City-Supported" event under the City's Special Event Policy, staff recommends that it be designated as such due to its community benefits, charitable partnerships, and anticipated scale. City support would enhance event safety, ensure proper coordination with law enforcement, and promote Waconia as a premier regional event destination. City involvement would primarily include the coordination of law enforcement

services to provide traffic control and safety oversight. This would be accomplished through a mix of contracted deputy assignments and overtime requests managed under the City’s law enforcement agreement. All related costs for these services would be billed back to the event organizer.

Charitable Impact

Proceeds from the event will benefit local non-profit organizations, including Gather & Grow, Backyard Wishes, and the Kat6 Foundation, reinforcing the community partnership and philanthropic focus of the event.

ATTACHMENTS:

1. Resolution No. 2025-263 Special Event Permit - Lolas Lakehouse
2. Special Event Permit - Lola's Lake House

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. 2025-263**

**RESOLUTION APPROVING SPECIAL EVENT PERMIT AND NOISE PERMIT
LOLA’S HALF MARATHON, TEN MILE AND 5K RACE
BENEFIT GATHER & GROW**

WHEREAS, The City of Waconia has received a Special Event Permit application for a special event to occur on municipal streets and trails submitted by the MN Run Series/ Podium Sports Marketing; and

WHEREAS, The Lola’s half marathon, ten-mile and 5K benefitting Gather & Grow will be held on May 2, 2026, from 4:00 a.m. to 12:00 p.m.; and,

WHEREAS, municipality property to be used include portions Main Street, Old Beach Lane, Waconia Parkway North & Walnut Street and adjacent trails; and

WHEREAS, municipal property to be used include City Square Park for race headquarters, start, and finish of the event for which a temporary noise permit is granted from 6:00 a.m. to 12:00 p.m.; and

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

WHEREAS, the applicant shall submit a traffic control and detour plan to the City from a qualified vendor at least 60 days prior to the event; and

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

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

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



SPECIAL EVENT PERMIT APPLICATION

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

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

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

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

TIMING FOR APPLICATION SUBMISSION

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

ADDITIONAL CONSIDERATIONS FOR EVENT ORGANIZERS

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

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

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

Section 1. CHECKLIST OF REQUIRED INFORMATION

Select any of the following that apply to this event:

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

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

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

1. First Name Skylar		2. Last Name Swenson	
3. Primary Telephone Number 763-452-8326	4. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	5. Alternate Phone Number	6. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
7. Email Address skylar@mnrnseries.com			
8. Please send official notices relating to this license to: ☐ Mailing Address ☒ Email ☐ Business Address		9. Role of person completing application: ☐ Owner ☐ Officer ☐ Partner ☒ Manager ☐ Agent for the Owner ☐ Other	

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

10. First Name Mike		11. Last Name Cofrin	
12. Primary Telephone Number 612-965-3278	13. Type of Phone: ☒ Cell ☐ Business ☐ Home ☐ Other	14. Alternate Phone Number	15. Type of Phone: ☐ Cell ☐ Business ☐ Home ☐ Other
16. Email Address mike@mnrnseries.com		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 Mike Cofrin			
19. Email Address mike@mnrnseries.com			
20. Mailing Address 1835 5th Ave	21. City Anoka	22. State MN	23. Zip Code 55303
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 MN Run Series / Podium Sports Marketing			
26. Business Federal Tax ID Number/Tax Exempt Number 41-1956022		27. Business State Tax ID Number 4580895	
28. Business Address 1835 5th Ave	29. City Anoka	30. State MN	31. Zip Code 55303

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

32. Name of Event Lola's Lake Waconia Half Marathon, 10 Mile, and 5K	
33. Date(s) of Event <i>complete separate applications for a series of events held at separate times</i> 05/02/2026	
34. Time of Event 7:20AM	35. Set up start time and clean up finish time 4:00am - 12:00PM

36. Location of Event –Street Address S Spruce St - City Square Park	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>			
City Square Park will be our race village, with start/finish area, food distribution, help desk, and general			
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- 2500	44. Are tickets being sold? ☒ Yes ☐ No		
45. What is the admission charge, if any \$40-70, depending on race distance	46. Purpose of event proceeds (if applicable)		
47. Describe how attendance will be monitored and limited if necessary Will maintain previous standards for attendance			
48. Describe any entertainment being provided No entertainment aside from sound system for music and announcing			

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.

Granola bars, water, bananas, and chips given out to runners as they finish.

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

Full medical plan, with medical tent at race village, and AED on site. Will be seeking partnership with Ridgeview as we did in 2025, it worked very well.

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: TVG

Number of receptacles: TVG will advise

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

TVG will pick up post-race, 2 dumpsters at Lola's, cans at city square park



No

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

52. Will you be providing toilets and wash stations?



Yes

Company providing this service: Biffs

Number of toilets: 38+1 ADA

Number of wash stations: 0

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

Biffs will pick up post-race



No

Explain how these needs will be met for event attendees:

B. Information about Amplified Sound

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

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

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

Will point all speakers away from residential areas as much as possible

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

Mike is working on traffic management plan with Sgt. Stahn. We are planning on using the same plan as last year, weaving in Ham Radio operators to help with management of the course.

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

n/a

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.

small 10x10 tents at race village, start/finish line structure

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

Section 4. APPLICATION VERIFICATION AND ACCEPTANCE OF RESPONSIBILITY

Notice of Collection of Private Data

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

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

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

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

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

I, (print name) Skylar Swenson, 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

9/19/25



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		November 3, 2025	
Item Name:		8.15. 2026 Prosecution Contract	
Originating Dept:		Administration	
Presented By:		Shane Fineran	
Previous Council Action: None			
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-265			
EXPLANATION OF AGENDA ITEM: The Carver County Attorney's Office has provided the contract costs for 2026. The contract costs will increase to \$21,897.80 in 2026, and in crease of 0.81% from 2025. The City contracts for all gross misdemeanor, misdemeanor, and petty misdemeanor ordinance offenses in the City of Waconia. The contract rate is a 3-year average of cases within the community shared with other cities in the County that contract for prosecution services. The contract rate was budgeted for in the 2026 preliminary levy amount and general fund budget. It is recommended that the contract be approved.			
ATTACHMENTS: 1. Resolution No. 2025-265 2. Prosecution Contract 2026			
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. 2025-265**

**RESOLUTION AUTHORIZING EXECUTION OF
JOINT POWERS AGREEMENT PROSECUTION CONTRACT**

WHEREAS, The Carver County Attorney (the “Attorney”) offers to provide certain prosecution services for the City of Waconia (the “City”); and

WHEREAS, The Attorney will provide for the prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, excluding certain liquor law violations, and the cost of said prosecution services shall be provided by the City contributing an additional one-third (1/3) of all fine and penalties to Carver County; and

WHEREAS, The Attorney may provide other prosecution services for ordinance violations and will not charge an additional fee; and

WHEREAS, The Attorney will charge the City \$21,897.80 for 2026; and

WHEREAS, The City desires to obtain these prosecution services.

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

1. The Joint Powers Agreement Prosecution Contract is hereby approved, conditioned upon adoption of the 2026 General Fund Budget.
2. The Mayor and City Administrator are hereby authorized and directed to execute said Agreement on behalf of the City.

Adopted by the City Council of the City of Waconia this 3rd day of November 2025.

Tim Litfin, Mayor

ATTEST:

Jacqueline Schulze, Assistant City Administrator

2026 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Waconia, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Waconia and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Waconia, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Waconia to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Waconia and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2026, and extending through December 31, 2026.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$21,897.80 is to be paid by the City of Waconia to the Carver County Attorney's Office in four equal installments by April 15, 2026, July 15, 2026, October 15, 2026 and January 15, 2027.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that 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 related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. 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.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2026.

12. Merger and Modification.

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 alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF WACONIA

IN PRESENCE OF:

BY: _____
Mayor

City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: November 3, 2025	
Item Name: 9.1. Adopt 2025 Pavement Management Plan Update	
Originating Dept: Public Services	
Presented By: Jon Haukaas	
Previous Council Action: None	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-264 Accepting the 2025 Pavement Management Plan Update	
EXPLANATION OF AGENDA ITEM:	
The City of Waconia recognizes the importance of maintaining quality infrastructure. Proper maintenance and repair of City streets and utilities ensure they remain in good condition for residents and visitors. This not only improves the quality of life for residents, but also makes the City more attractive to visitors, potential residents, and investors. This Pavement Management Plan outlines the proposed street repair and replacement projects over the next 10 years.	
The purpose of this Pavement Management Plan is to set forth a system for determining pavement conditions and to act as a reference for planning and executing annual maintenance and repairs on the City's streets. The Pavement Management Plan allows the City to proactively plan for the future, to fairly allocate funding, and to utilize tax dollars as effectively and efficiently as possible. This plan is intended to serve as a guide that can adapt and adjust to changes (priority, economy, urgency, etc.). This plan is a continuation of previous planning efforts and is intended to provide clarification on upcoming infrastructure needs.	
Over the past several years the staff and our engineering consultants have been collecting data on the condition of city streets throughout Waconia. Recently the City has elected to contract with Vaisala to complete a new evaluation of the City streets using an automated system. Vaisala collects video data which uses Artificial Intelligence to determine a PCI value for each roadway. This data is then integrated with the Cartegraph Asset Management system which allows the City to utilize existing software and maintain current workflow processes to manage the system. The Vaisala data was collected in 2024 and processed in 2025. Using the initial Vaisala pavement condition information, the 2025 overall weighted City Street PCI value is 61.5.	
Different types of maintenance and repairs are appropriate for different degrees of degradation. In general, maintenance and repair work will fall into one of two categories in increasing order of impact and expanse:	
a) protect the pavement surface and prevent infiltration of moisture; which include: - Crack Sealing - Pavement Sealing - Mill & Overlay b) increase the structural integrity of the pavement. - Full Depth Reclamation	

- Full Reconstruction

Only with full reconstruction do we anticipate and include the reconstruction of underground utilities - water, sanitary sewer, and storm sewer. The condition of the underground utilities can influence the need to conduct a full reconstruction over a lesser improvement category.

The PMP provides an inventory of all the streets in Waconia along with their condition rating group. This serves as a baseline in determining the current condition of the existing streets. The street ratings were used to determine the future pavement improvement projects for the years 2026 to 2035. The proposed project areas were created based on pavement conditions, project locations, traffic volumes, and total project costs. Project areas in the downtown region were given priority over neighborhood streets as they have higher volumes of traffic and older underlying utilities. Project areas and proposed construction year were adjusted get each project near a total project cost estimate of \$8 million. This was determined with consultation of the Finance Department as the funding the City can support in the plan years.

Summary

This Pavement Management Plan serves as a guide to ensure City streets remain in good condition for residents, businesses, and visitors. This plan was developed to ensure the allocation of City funds is done in the most economical and equitable way possible to improve the streets in most need of repair. It is recommended that the City review the condition of the streets every few years to allow for any adjustments to the plan and to keep the plan as a baseline for future improvements. The projects that are shown on this plan must still be approved separately by the City Council each year, which may result in deviations from the plan as well.

Staff recommends adoption of the 2025 PMP update.

ATTACHMENTS:

1. Resolution No. 2025-264 PMP 2025
2. Pavement Management Plan 07-24-2025

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. 2025-264**

RESOLUTION ACCEPTING PAVEMENT MANAGEMENT PROGRAM

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

WHEREAS, the development of a Pavement Management Plan provides the City with a system for proactively plan for the future, to fairly allocate funding, and to utilize tax dollars as effectively and efficiently as possible; and

WHEREAS, the plan is intended to serve as a guide that can adapt and adjust to changes in priority, urgency, and economic conditions; and

WHEREAS, it is recommended that the City review the condition of the streets every few years to allow for any adjustments to the plan and to keep the plan as a baseline for future improvements; and

WHEREAS, the Pavement Management Plan serves as a guide to ensure City streets remain in good condition for residents, businesses, and visitors while also ensuring the allocation of City funds is done in the most economical and equitable way possible to improve the streets in most need of repair; and

WHEREAS, the projects that are shown on this plan must still be approved separately by the City Council each year, which may result in deviations from the plan to reflect changing priorities.

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia accepts the 2025 Pavement Management Program and the recommendations of the report as a guide for future Capital Improvement Project funding.

Adopted by the City Council of the City of Waconia this 3rd day of November, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



CITY OF WACONIA
PAVEMENT MANAGEMENT PLAN
JULY 24, 2025

Introduction

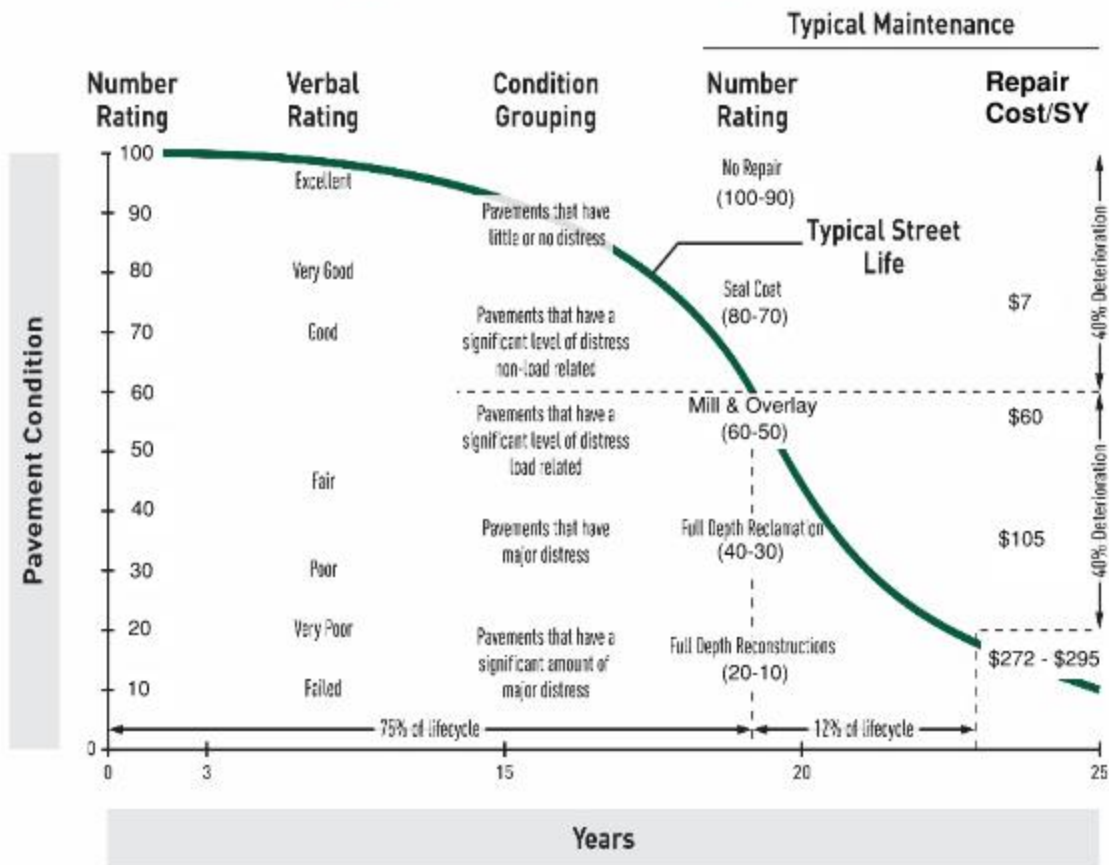
The City of Waconia recognizes the importance of maintaining quality infrastructure. Proper maintenance and repair of City streets and utilities ensure they remain in good condition for residents and visitors. This not only improves the quality of life for residents, but also makes the City more attractive to visitors, potential residents, and investors. This Pavement Management Plan outlines the proposed street repair and replacement projects over the next several years.

The purpose of this Pavement Management Plan is to set forth a system for determining pavement conditions and to act as a reference for planning and executing annual maintenance and repairs on the City's streets. The Pavement Management Plan allows the City to proactively plan for the future, to fairly allocate funding, and to utilize tax dollars as effectively and efficiently as possible. This plan is intended to serve as a guide that can adapt and adjust to changes (priority, economy, urgency, etc.). This plan is a continuation of previous planning efforts and is intended to provide clarification on upcoming infrastructure needs. Figure 1.1 in Appendix A shows the full street and utility reconstruction projects that have been completed from 2013 to 2025.

Bituminous Pavement Life Cycle

Newly constructed bituminous streets typically last 20 to 30 years with minimal maintenance. However, scheduled routine maintenance and repairs can extend their lifespan to 40 to 60 years. The illustration on the following page shows a graphical representation of the bituminous pavement life cycle. As seen in the figure, the condition of the pavement will decrease over time as repeated freeze and thaw cycles, traffic loading, water, sun, etc. begin to wear on the pavement structure. Also important to note, as the pavement ages the cost of the most appropriate type of maintenance increases.

Typical Pavement Lifecycle



Existing Pavement Rating

The City previously used a hybrid approach to assess the streets and determine initial pavement ratings. This hybrid approach included manual inspection of the road for length of cracking, severity, and roadway type. This data was entered into the Cartegraph Asset Management system which calculated the roads' Pavement Condition Index (PCI). Cartegraph Asset Management used the PCI to indicate the general condition of the pavement section and assign it a value between 0 and 100. The PCI value was determined from three factors: distress type, distress quantity, and distress severity. The pavement rating system for Cartegraph Asset Management can be seen on Table 1. Using the Cartegraph Asset Management street condition information, the 2024 overall weighted City Street PCI value was 64.0.

Recently the City has elected to contract with Vaisala to complete a new evaluation of the City streets using an automated system. Vaisala uses a smart phone to collect video data which is then processed using a program called Computer Vision. This process automatically analyzes the video data and uses Artificial Intelligence to determine a PCI value for each roadway. This data is then integrated with the Cartegraph Asset Management system which allows the City to utilize

existing software and maintain current workflow processes to manage the system. The Vaisala data was collected in 2024 and processed in 2025. Using the initial Vaisala pavement condition information, the 2025 overall weighted City Street PCI value is 61.5.

Table 1: Pavement Condition Index (PCI) Rating

Rating	General Condition	Recommended Replacement or Repair Measure
0	Non-Existent Road or Gravel Road	Construction
10	Complete Failure	Reconstruction
20	Severe Deterioration w/ Base Failure	Reconstruction
30	Major Deterioration w/ Adequate Base	Reclamation / Reconstruction
40	Significant Aging	Reclamation / Mill & Overlay
50	Surface Aging	Mill & Overlay
60	Raveling / Cracking	Mill & Overlay
70	Slight Raveling / Cracking	Maintenance (Seal Coat)
80	Recent Overlay	Maintenance (Crack Seal)
90	Recent Construction	None
100	New Construction	None

Maintenance vs. Full Reconstruction

Despite the increase in maintenance costs encountered as the pavement ages, appropriately timed maintenance work is vital in improving the pavement condition, slowing and preventing further damage, and prolonging the life of the pavement. A mill and overlay project will improve the pavement rating but there is no defined increase in pavement rating after a project is completed. The increase in the pavement condition rating will vary from street to street based on the existing condition of the roadway. A full reconstruction project will always set the street back to a pavement condition rating of 100.

Maintenance and Repair Strategy

As mentioned previously, different types of maintenance and repairs are appropriate for different degrees of degradation. In general, maintenance and repair work will fall into one of two categories: 1.) protect the pavement surface and prevent infiltration of moisture; 2.) increase the structural integrity of the pavement. In general, the former is for newer pavements in good

to moderate conditions, and the latter is saved for pavements in a more deteriorated state. Below is a breakdown of the typical types of maintenance activities the City plans to routinely perform on its streets.

A. Crack Sealing

Crack sealing is performed on pavements with minor cracking and no major structural problems. Crack sealing is a preventative form of maintenance in which pavement cracks are routed and sealed to prevent infiltration of water into the underlying base layers. Crack sealing is most effective when used as an ongoing routine maintenance, performed every few years, and on cracks less than ¾ inches wide. Streets with very wide or extensive cracking are not good candidates for crack sealing. Crack sealing is planned to be completed on all streets that are showing wear and that are not scheduled to be reconstructed in the near term.

B. Seal Coating

Seal coating, also referred to as chip sealing, involves cleaning the pavement surface and applying a layer of hot liquid asphalt to the entire pavement surface and finishing with a layer of rock chips that adhere to the asphalt creating a new pavement surface. Seal coating is also considered a preventative form of maintenance, protecting the surface from moisture. The overall surface quality is also improved by the seal coat, but the structural integrity of the pavement is not increased. Seal coating has been completed on all local roadways in the past. Moving forward, the planned approach is to only seal coat parking lots.

C. Mill & Overlay

As the pavement surface ages and begins to deteriorate beyond what crack sealing is capable of correcting, mill and overlays become more effective in repairing the pavement surface and restoring some structural integrity. This maintenance consists of removing or milling of a specified depth of pavement and placing a new bituminous layer over the remaining pavement structure. Depending on the condition of the roadway, a full width and/or full depth mill may be needed rather than just an edge mill or surface layer mill. Overlaying can increase the pavement depth and corresponding strength and will correct any sunken crowns. Planning for a mill and overlay also provides a good time to add drain tile or correct any curb, manhole, catch basin, or water valve issues.

D. Full Depth Reclamation

Full depth reclamation is a pavement rehabilitation technique in which the full pavement section and a predetermined portion of the underlying aggregate materials are uniformly pulverized and blended to produce a homogeneous stabilized base course that meets the specification for aggregate base material. This material is then modified to the correct thickness and elevation, compacted, and then paved over. This process is typically used when the pavement failure is not due to subgrade deficiencies and there are no significant utility replacements needed. Similarly to a mill and overlay project, a reclamation project

also provides a good time to add draitile or correct any curb, manhole, catch basin, or water valve issues.

E. Full Reconstruction

If the level of pavement deterioration or structural condition of the street is past a certain point, the most cost-effective measure is complete street reconstruction. Complete street reconstruction consists of the removal of the entire existing pavement section and the construction of a new pavement structure including curb and gutter, bituminous surfacing, aggregate base, geotextile fabric, and draitile where necessary. Reconstruction offers a good time to replace or add any underground utilities, correct any drainage problems or grade issues, and/or upgrade street sections and geometry. The pavement life cycle after reconstruction is taken back to year 0 (PCI rating of 100), which as previously mentioned, will last 20 to 30 years without maintenance.

Cost

The Cost Assumption tables in Appendix B outline the cost per square yard for each method of maintenance or repair for the above options. The costs per square yard were generated using previously completed projects with the same project elements and dividing the total project cost by the square yards of pavement on the project. Costs for the full reconstruction projects were also broken down into categories of truck or residential street sections and sidewalk or no sidewalks. Construction of a standard truck route section includes three lifts of bituminous pavement (6.5”), aggregate base (12.0”), and select granular borrow (12.0”) underlain by geotextile fabric. Construction of the residential street section includes two lifts of bituminous pavement (4.5”), aggregate base (8.0”), and select granular borrow (12.0”). Both the truck section and the residential street section have 4-inch draitile placed behind the curb.

Utility Improvements

With full reconstruction projects it is anticipated that all utilities will be reconstructed along with the roadway. The Cost Assumption tables in Appendix B outline the costs of watermain, sanitary sewer, and storm sewer improvements. The watermain and sanitary sewer are calculated on a cost per linear foot since they do not have any correlation to the pavement area on a project. The storm sewer reconstruction costs were calculated using a cost per square yard since the amount of pavement that a project has directly contributes to the amount of storm sewer required. The watermain cost estimates do not include any potential oversizing or looping costs that the City may elect to do.

The Plan

Figure No. 2.1 in Appendix A provides an inventory of all the streets in Waconia along with their condition rating group. This map serves as a baseline in determining the current condition of the existing streets. These street ratings were used to determine the future pavement improvement projects for the years 2026 to 2035. Figures 3.1 to 3.10 illustrate the proposed projects for 2026 to 2035. The proposed project areas were taken from the City’s current Capital Improvement Plan (CIP) and further modified based on pavement conditions, project locations, traffic volumes,

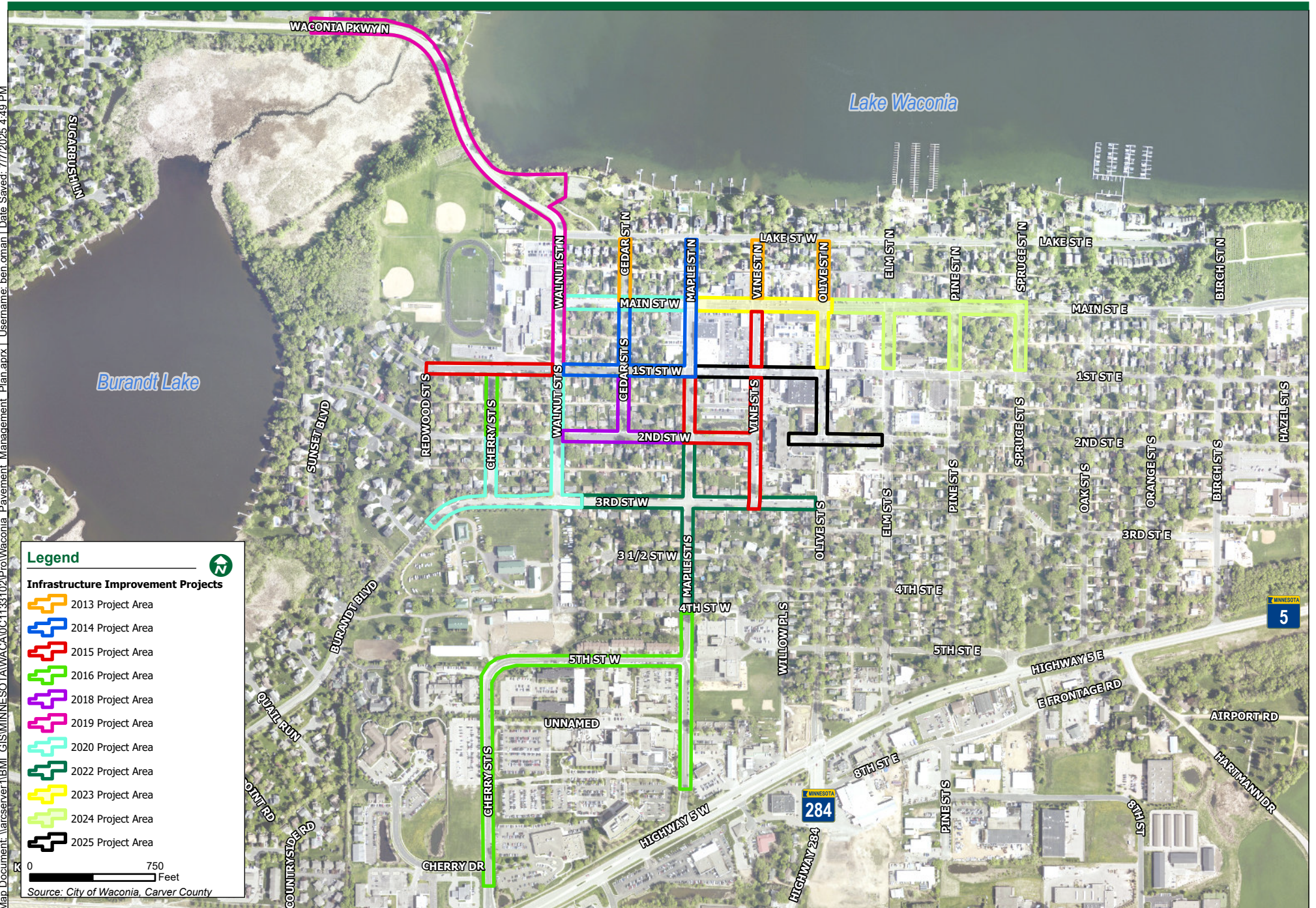
and total project costs. Project areas in the downtown region were given priority over neighborhood streets as they have higher volumes of traffic and older underlying utilities. Project areas were adjusted and/or partially pushed into the later years from the current CIP to get each project near a total project cost estimate of \$8 million. A summary of the total project costs can be found on Table 1.0 in Appendix B. A more detailed cost estimate for each project is shown on Tables 1.1 to 1.10 detailing the costs for street improvements, watermain, sanitary sewer, and storm sewer.

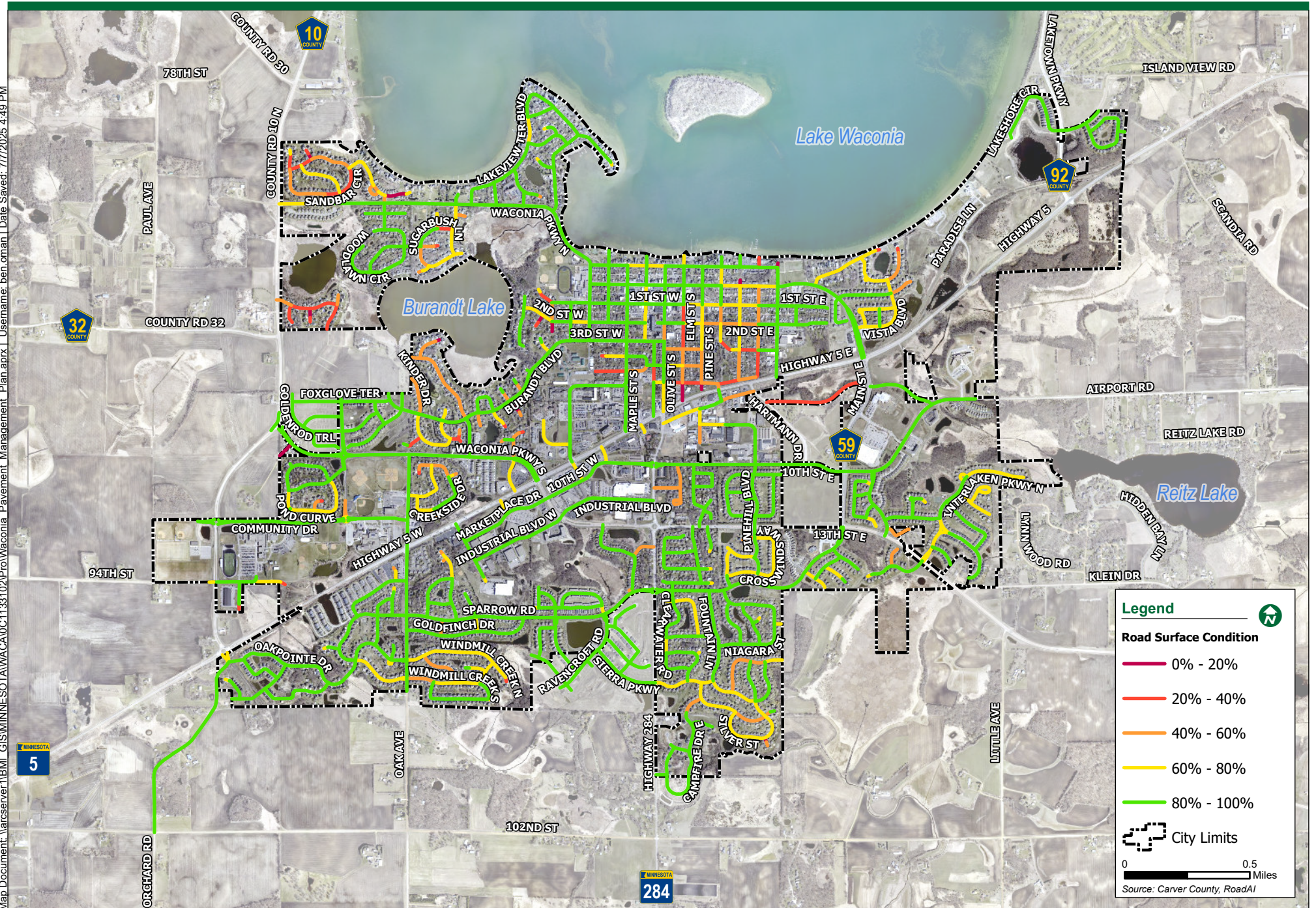
Figure No. 4.1 shows the location and condition of all public parking lots / parking areas in the City. These parking lots, along with any paved alleys, will be evaluated at the time of a nearby planned project for possible inclusion into that project.

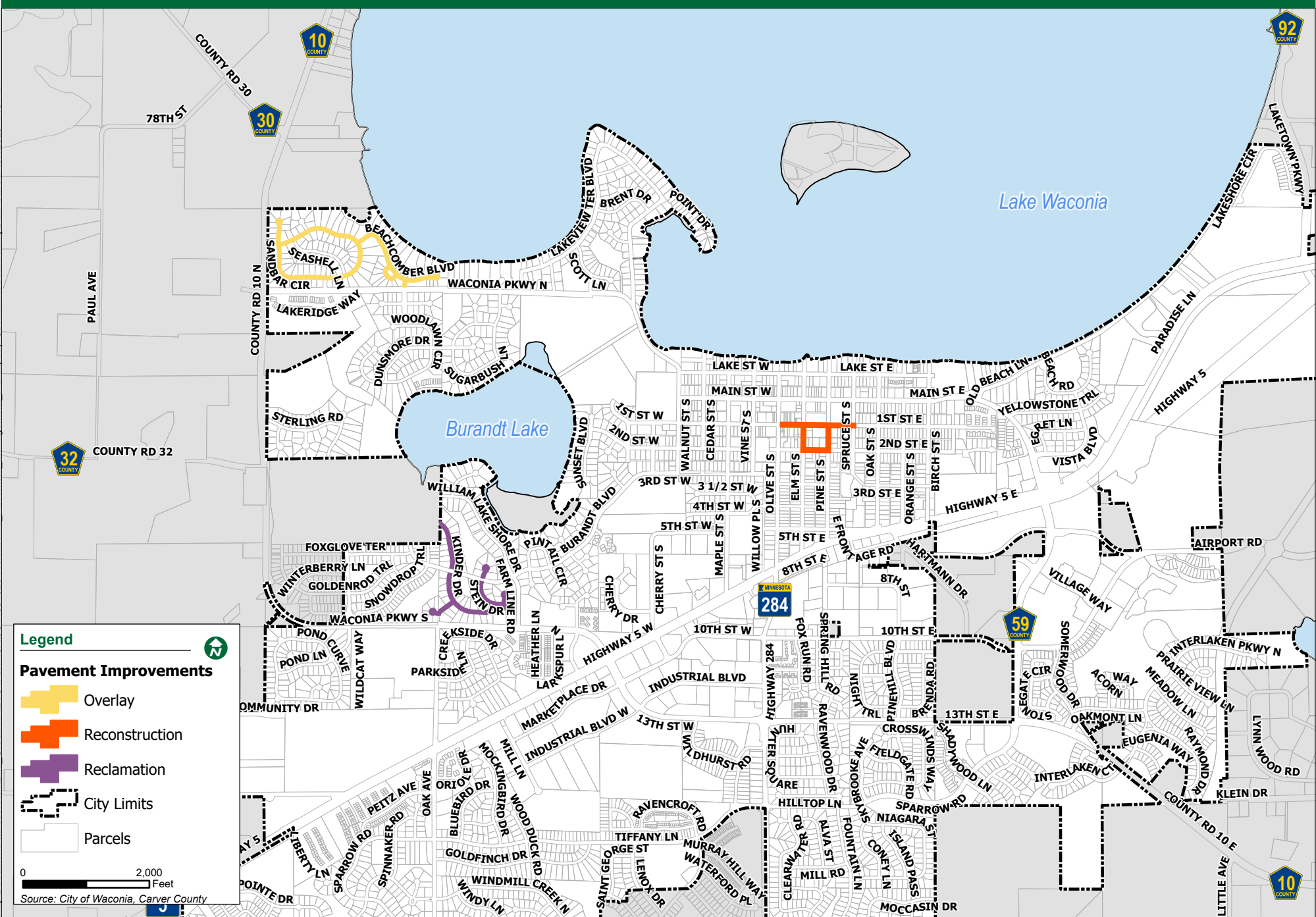
Summary

This Pavement Management Plan serves as a guide to ensure City streets remain in good condition for residents, businesses, and visitors. This plan was developed to ensure the allocation of City funds is done in the most economical and equitable way possible to improve the streets in most need of repair. It is recommended that the City review the condition of the streets every few years to allow for any adjustments to the plan and to keep the plan as a baseline for future improvements. The projects that are shown on this plan must still be approved separately by the City Council each year, which may result in deviations from the plan as well.

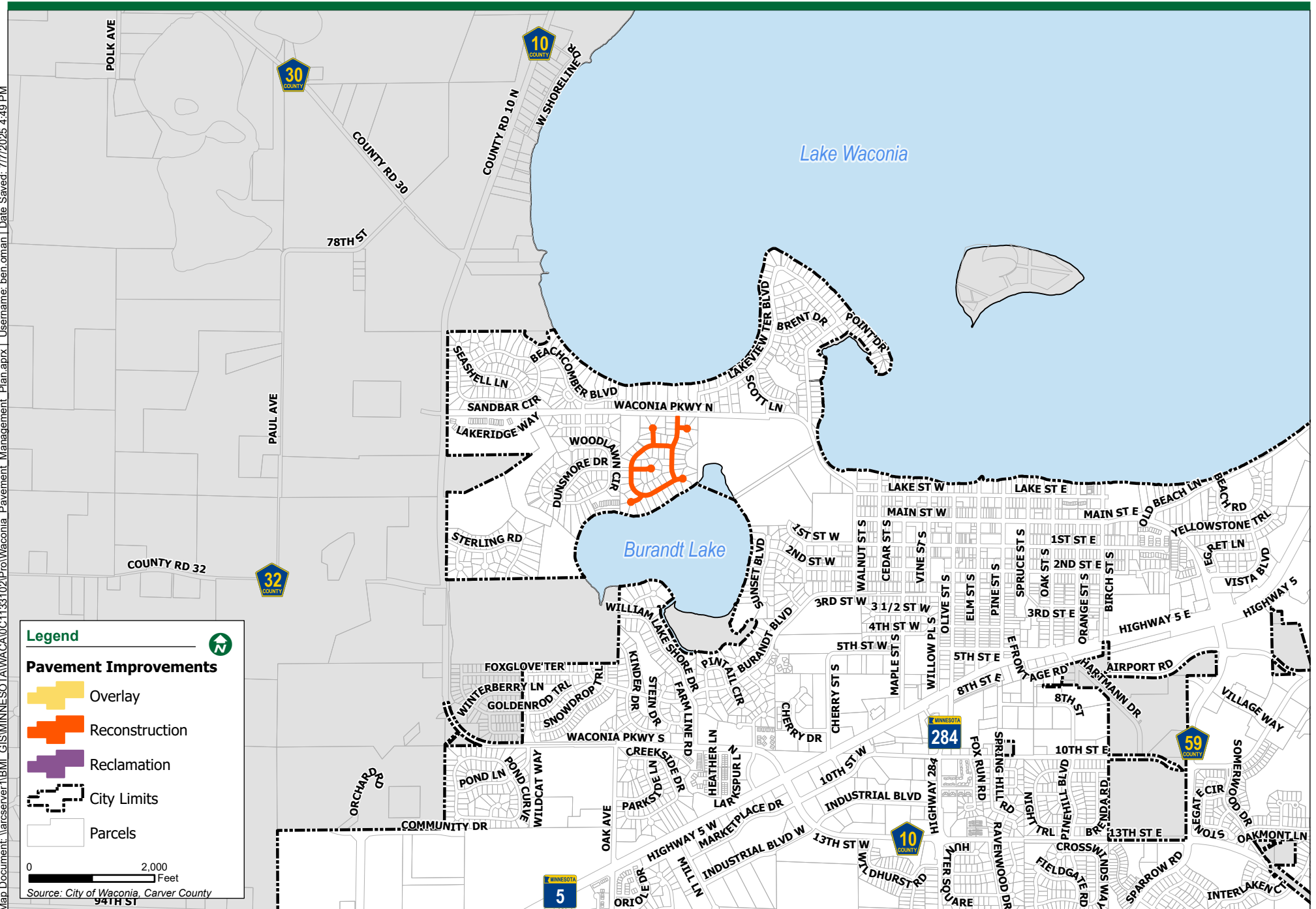
Appendix A: Figures

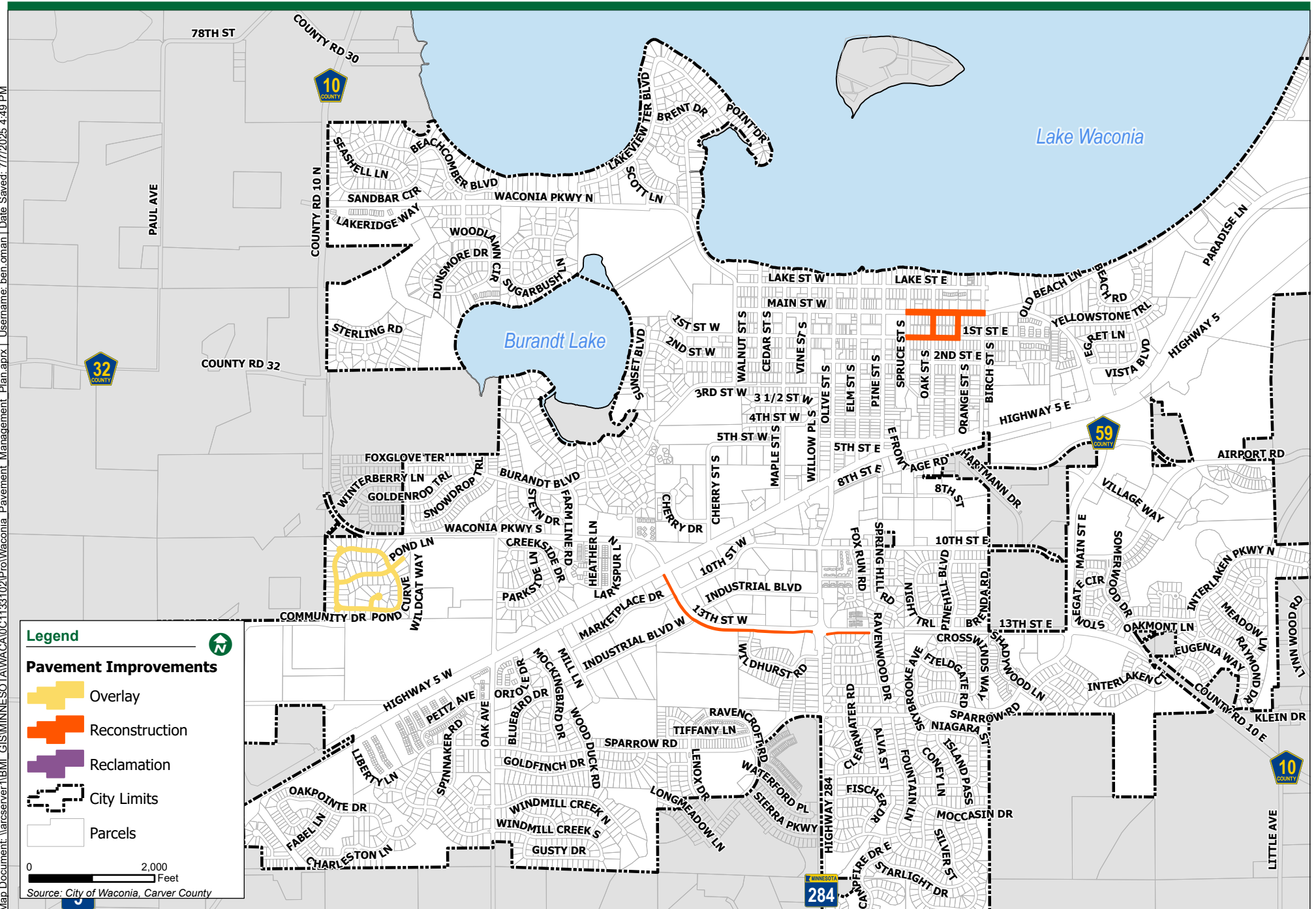


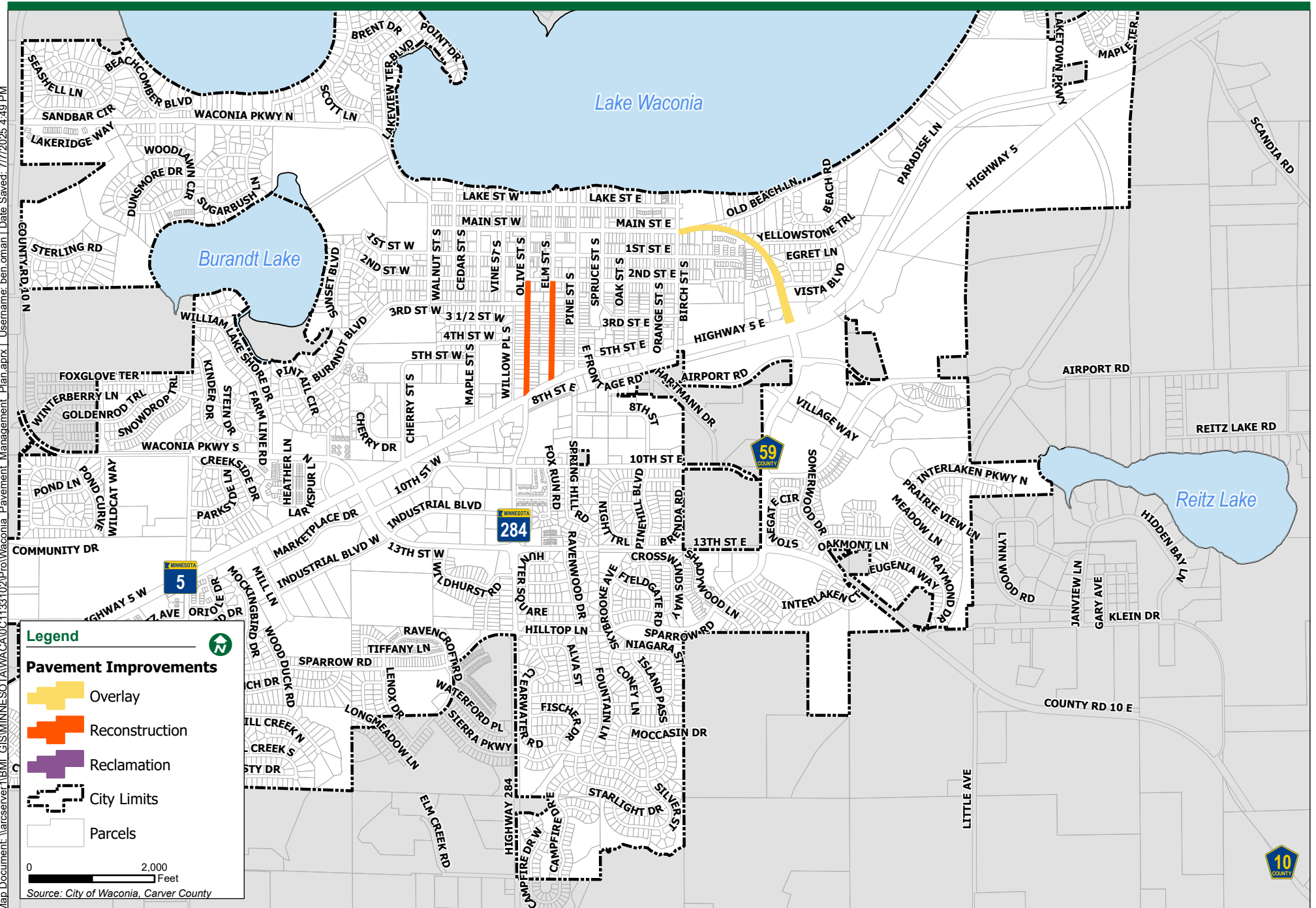


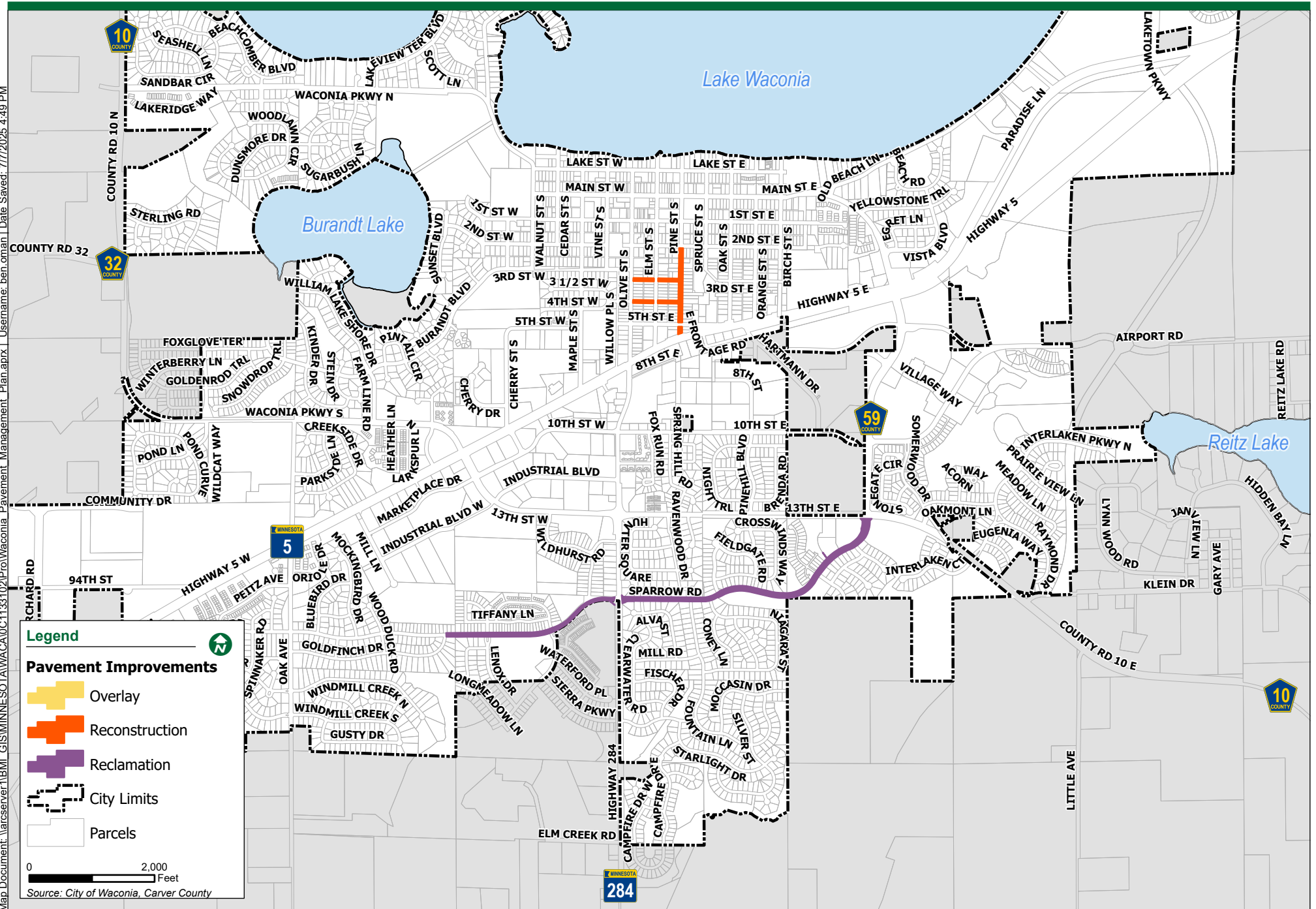


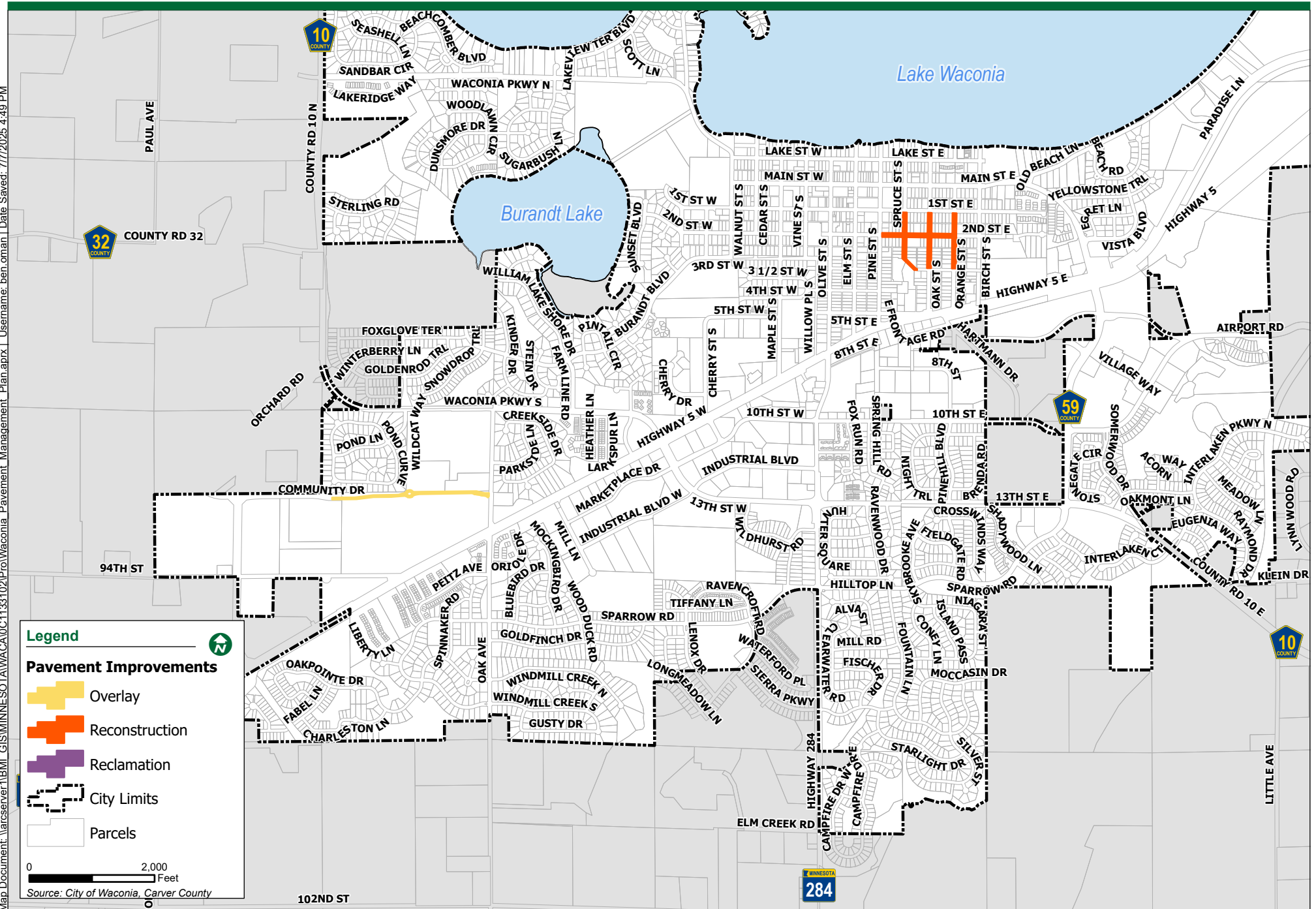
Map Document: \\arcserver1\B\GIS\MINNESOTA\WACA00\133102\Pro\Waconia_Pavement_Management_Plan.aprx | Username: ben.oman | Date Saved: 7/7/2025 4:49 PM

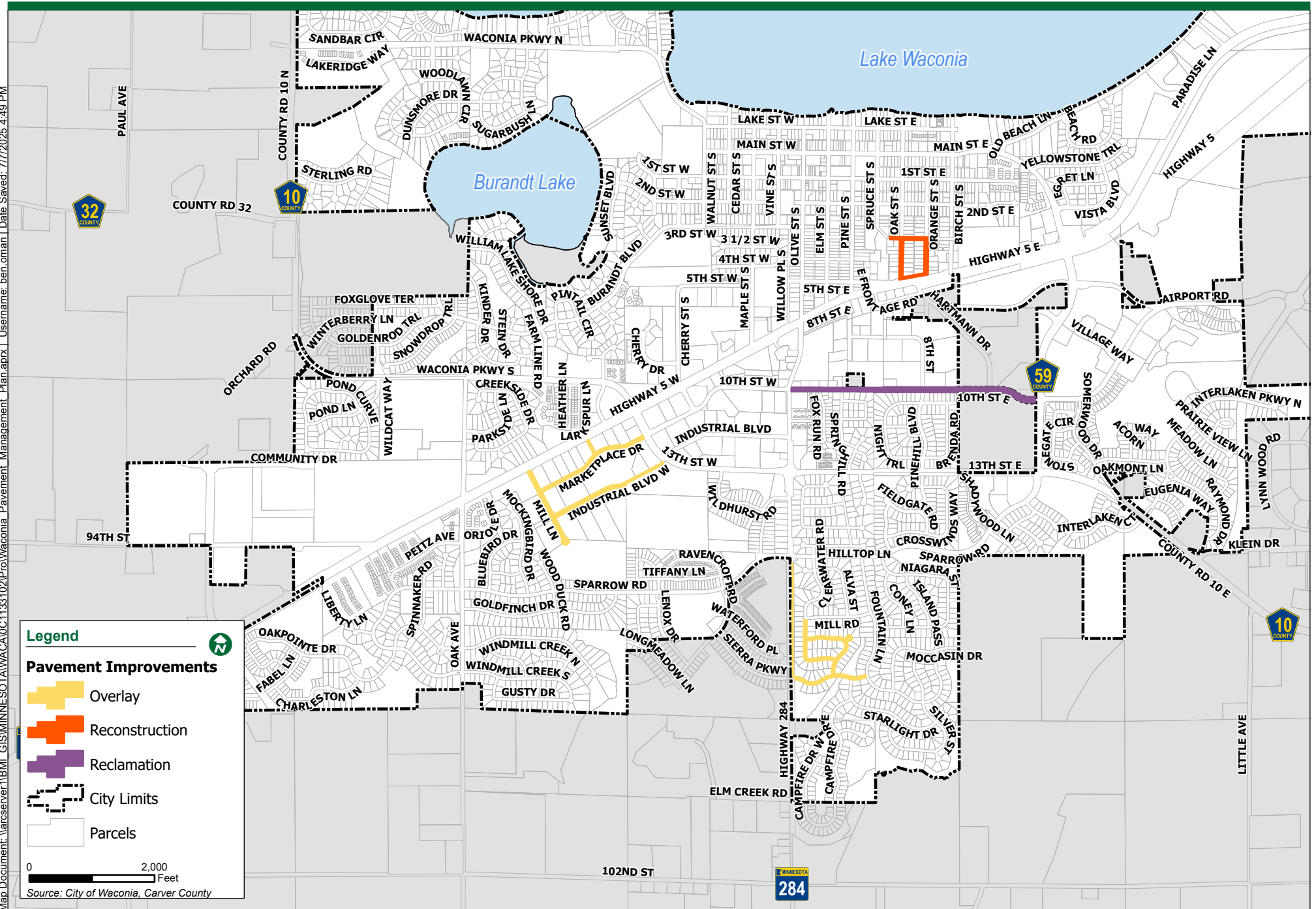


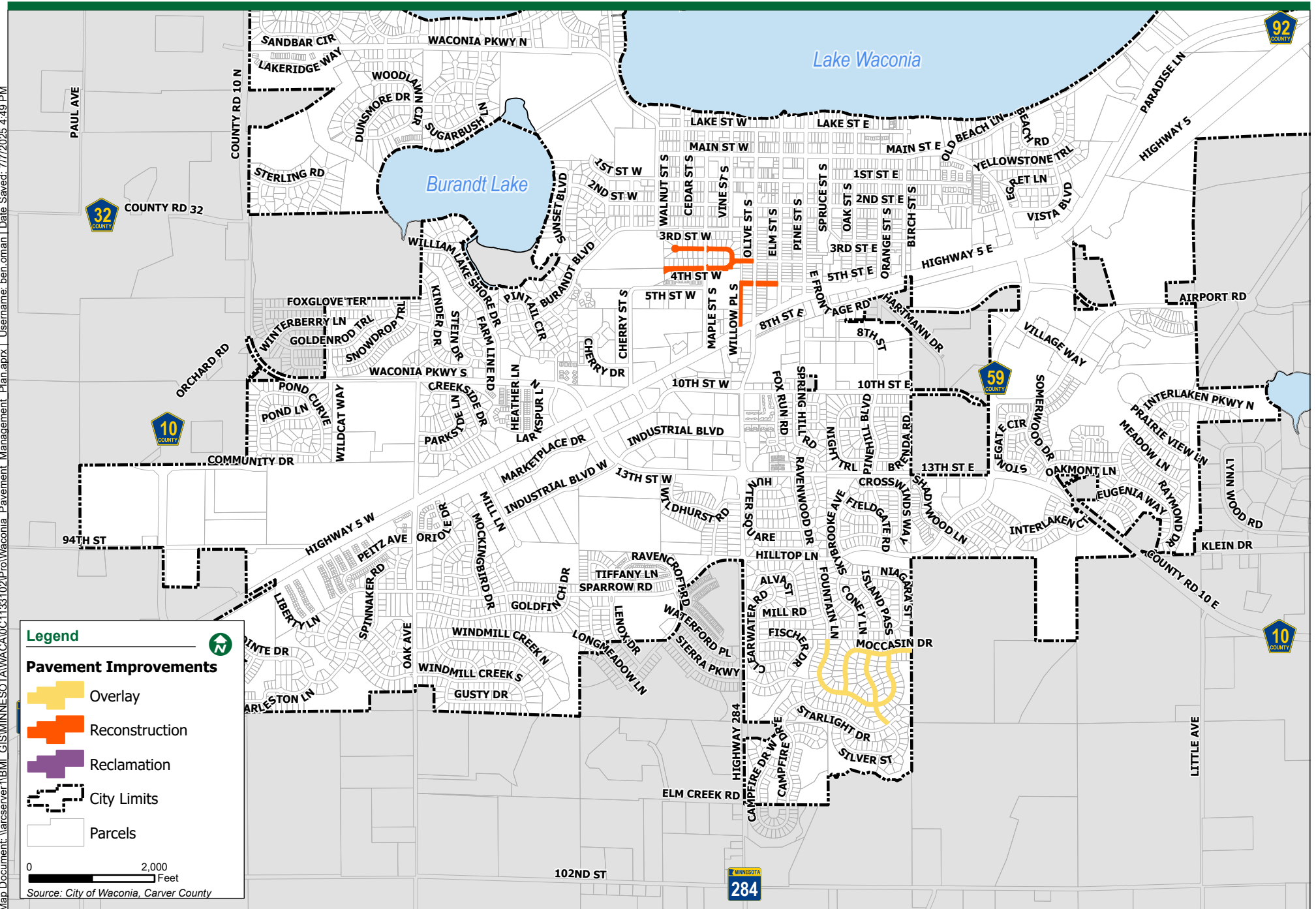


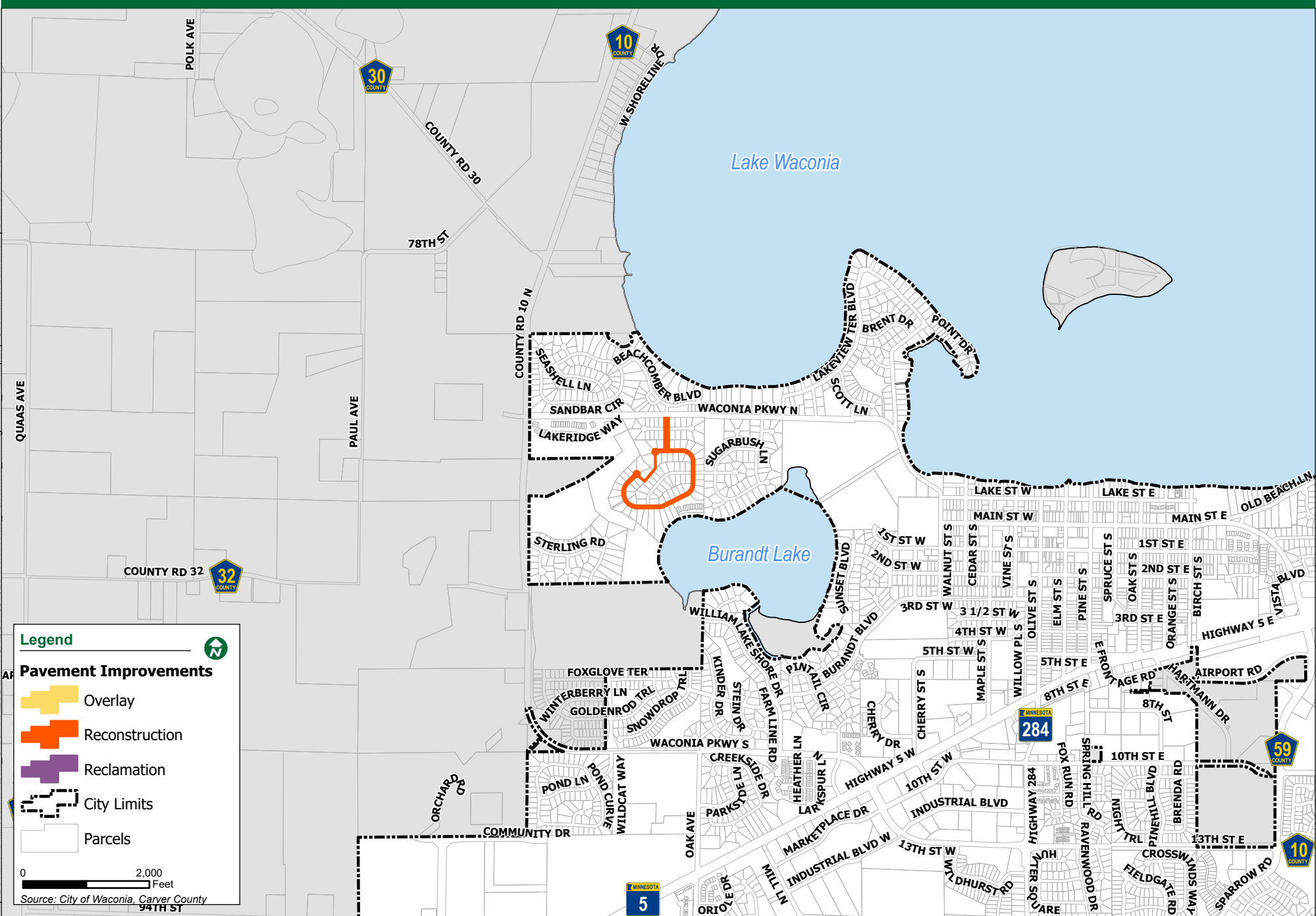


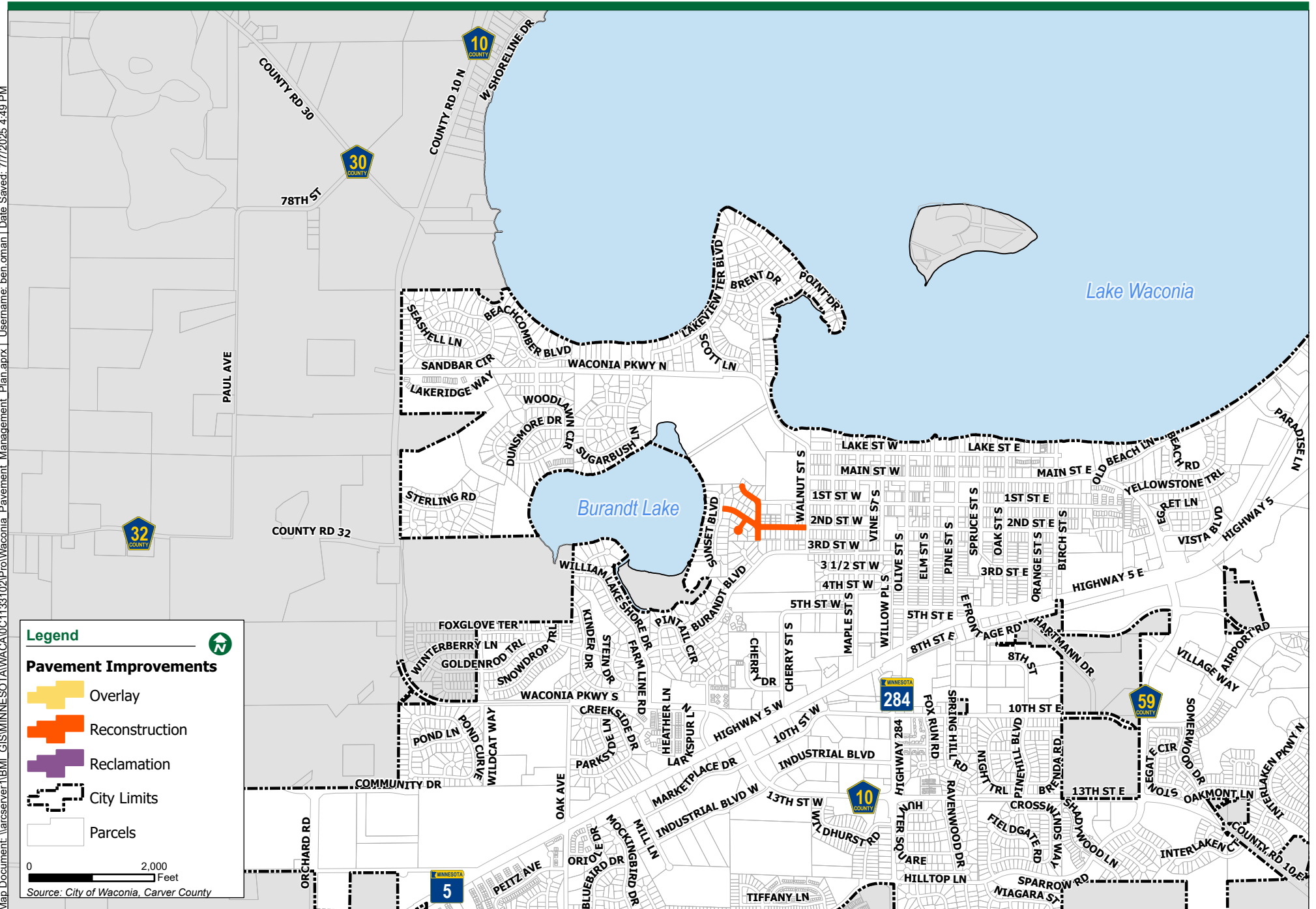


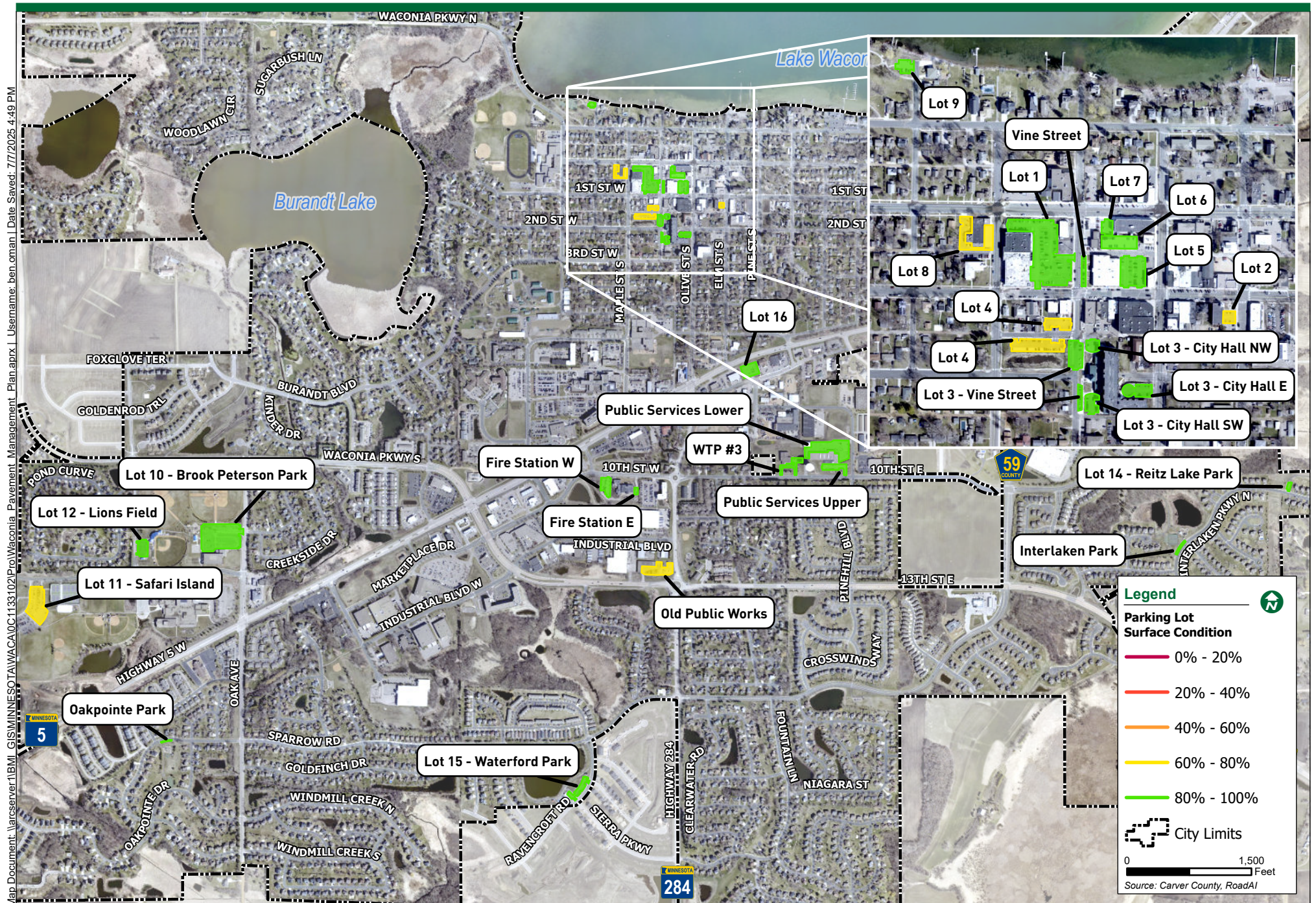












Appendix B: Tables

TABLE 1.0 - PROJECT COST SUMMARY				
PROJECT YEAR	PROJECT TYPE			TOTAL PROJECT COST
	RECONSTRUCTION	RECLAMATION	MILL & OVERLAY	
2026	\$ 4,980,000	\$ 1,390,000	\$ 1,210,000	\$ 7,580,000
2027	\$ 6,735,000	\$ -	\$ -	\$ 6,735,000
2028	\$ 6,828,000	\$ -	\$ 1,145,000	\$ 7,973,000
2029	\$ 8,408,000	\$ -	\$ 811,000	\$ 9,219,000
2030	\$ 5,092,000	\$ 3,324,000	\$ -	\$ 8,416,000
2031	\$ 7,995,000	\$ -	\$ 668,000	\$ 8,663,000
2032	\$ 4,263,000	\$ 1,756,000	\$ 2,342,000	\$ 8,361,000
2033	\$ 6,394,000	\$ -	\$ 1,150,000	\$ 7,544,000
2034	\$ 7,829,000	\$ -	\$ -	\$ 7,829,000
2035	\$ 5,868,000	\$ -	\$ -	\$ 5,868,000

Notes:

1. Projects Include 25% For Project Costs (Design/Engineering, Survey, Geotechnical, Materials Testing, Construction Administration, Etc.).
2. All Costs Are Estimated In 2025 Dollars.

TABLE 1.1 - 2026 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
1ST STREET	OLIVE STREET	SPRUCE STREET	TRUCK	X			6204	\$ 1,832,328	\$ 516,384	\$ 391,172	\$ 422,916	\$ 3,162,800	\$ 510
ELM STREET	1ST STREET	2ND STREET	TRUCK	X			2027	\$ 598,667	\$ 177,299	\$ -	\$ 138,177	\$ 914,143	\$ 451
2ND STREET	ELM STREET	PINE STREET	TRUCK	X			1534	\$ 453,061	\$ 179,515	\$ 135,987	\$ 104,570	\$ 873,134	\$ 569
PINE SREET	1ST STREET	2ND STREET	TURF	X			1805	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000	\$ 17
KINDER DRIVE	DEAD END	STEIN DRIVE	RESIDENTIAL			X	6607	\$ 698,273	\$ -	\$ -	\$ -	\$ 698,273	\$ 106
STEIN CIRCLE	DEAD END	BURANDT BOULEVARD	RESIDENTIAL			X	1113	\$ 117,629	\$ -	\$ -	\$ -	\$ 117,629	\$ 106
STEIN DRIVE	BURANDT BOULEVARD	DEAD END	RESIDENTIAL			X	3566	\$ 376,879	\$ -	\$ -	\$ -	\$ 376,879	\$ 106
OAK AVENUE	KINDER DRIVE	DEAD END	RESIDENTIAL			X	1864	\$ 197,000	\$ -	\$ -	\$ -	\$ 197,000	\$ 106
SANDBAR CIRCLE	DEAD END	SANDBAR CIRCLE	RESIDENTIAL		X		12927	\$ 776,572	\$ -	\$ -	\$ -	\$ 776,572	\$ 60
BEACHCOMBER BOULEVARD	SANDBAR CIRCLE	DEAD END	RESIDENTIAL		X		5954	\$ 357,679	\$ -	\$ -	\$ -	\$ 357,679	\$ 60
WHITECAP LANE	BEACHCOMBER BOULEVARD	BEACHCOMBER BOULEVARD	RESIDENTIAL		X		1274	\$ 76,534	\$ -	\$ -	\$ -	\$ 76,534	\$ 60
TOTAL RECONSTRUCTION COST												\$ 4,980,077	
TOTAL MILL & OVERLAY COST												\$ 1,210,784	
TOTAL RECLAMATION COST												\$ 1,389,782	
TOTAL PROJECT COST												\$ 7,580,644	

TABLE 1.2 - 2027 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
SUGARBUSH LANE	SUGARBUSH LANE	WACONIA PARKWAY NORTH	RESIDENTIAL	X			8539	\$ 2,327,387.64	\$ 1,396,231	\$ -	\$ 582,089	\$ 4,305,708	\$ 504
HONEY SUCKLE LANE	DEAD END	SUGARBUSH LANE	RESIDENTIAL	X			1240	\$ 337,974.08	\$ 141,839	\$ -	\$ 84,529	\$ 564,342	\$ 455
BUTTERNUT LANE	SUGARBUSH LANE	DEAD END	RESIDENTIAL	X			1327	\$ 361,686.78	\$ 155,137	\$ -	\$ 90,459	\$ 607,283	\$ 458
HICKORY CIRCLE	DEAD END	SUGARBUSH LANE	RESIDENTIAL	X			1063	\$ 289,731.01	\$ 124,109	\$ -	\$ 72,463	\$ 486,303	\$ 457
BARBARY CIRCLE	DEAD END	SUGARBUSH LANE	RESIDENTIAL	X			822	\$ 224,044.11	\$ 75,352	\$ -	\$ 56,034	\$ 355,431	\$ 432
TAMARACK LANE	DEAD END	SUGARBUSH LANE	RESIDENTIAL	X			988	\$ 269,289.03	\$ 79,785	\$ -	\$ 67,350	\$ 416,424	\$ 421
TOTAL RECONSTRUCTION COST												\$ 6,735,491	
TOTAL MILL & OVERLAY COST												\$ -	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 6,735,491	

TABLE 1.3 - 2028 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
MAIN STREET	SPRUCE STREET	BIRCH STREET	TRUCK	X			5563	\$ 1,643,011	\$ 505,303	\$ 382,778	\$ 379,220	\$ 2,910,312	\$ 523
1ST STREET	SPRUCE STREET	ORANGE STREET	RESIDENTIAL	X			3570	\$ 1,006,339	\$ 505,303	\$ 382,778	\$ 243,361	\$ 2,137,780	\$ 599
OAK STREET	1ST STREET	MAIN STREET	RESIDENTIAL	X			1849	\$ 503,963	\$ -	\$ -	\$ 126,043	\$ 630,006	\$ 341
ORANGE STREET	1ST STREET	MAIN STREET	RESIDENTIAL	X			1849	\$ 503,963	\$ 188,380	\$ -	\$ 126,043	\$ 818,387	\$ 443
POND LANE	POND CURVE	WILDCAT WAY	RESIDENTIAL		X		5771	\$ 346,685	\$ -	\$ -	\$ -	\$ 346,685	\$ 60
POND CURVE	POND LANE	POND LANE	RESIDENTIAL		X		12673	\$ 761,313	\$ -	\$ -	\$ -	\$ 761,313	\$ 60
POND CIRCLE	POND CURVE	DEAD END	RESIDENTIAL		X		616	\$ 37,005	\$ -	\$ -	\$ -	\$ 37,005	\$ 60
CR10	TH 5	RAVENWOOD DRIVE	TRAIL	X			3880	\$ 331,713	\$ -	\$ -	\$ -	\$ 331,713	\$ 85
TOTAL RECONSTRUCTION COST												\$ 6,828,198	
TOTAL MILL & OVERLAY COST												\$ 1,145,004	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 7,973,202	

TABLE 1.4 - 2029 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
ELM STREET	TH 5	2ND STREET	TRUCK	X			7284	\$ 2,151,302	\$ 709,197	\$ 503,655	\$ 496,538	\$ 3,860,692	\$ 530
OLIVE STREET	TH 5	2ND STREET	TRUCK	X			9144	\$ 2,700,646	\$ 820,009	\$ 402,924	\$ 623,331	\$ 4,546,910	\$ 497
MAIN STREET	BIRCH STREET	TH 5	TRUCK		X		13492	\$ 810,514	\$ -	\$ -	\$ -	\$ 810,514	\$ 60
TOTAL RECONSTRUCTION COST												\$ 8,407,601	
TOTAL MILL & OVERLAY COST												\$ 810,514	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 9,218,115	

TABLE 1.5 - 2030 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
PINE STREET	2ND STREET	DEAD END	RESIDENTIAL	X			6259	\$ 1,764,335	\$ 642,710	\$ 436,501	\$ 426,665	\$ 3,270,211	\$ 522
3RD STREET	OLIVE STREET	ELM STREET	RESIDENTIAL	X			1332	\$ 363,050	\$ -	\$ -	\$ 90,800	\$ 453,850	\$ 341
3RD STREET	ELM STREET	PINE STREET	RESIDENTIAL	X			1316	\$ 358,689	\$ -	\$ -	\$ 89,709	\$ 448,398	\$ 341
4TH STREET	OLIVE STREET	ELM STREET	RESIDENTIAL	X			1329	\$ 362,232	\$ -	\$ -	\$ 90,596	\$ 452,828	\$ 341
4TH STREET	ELM STREET	PINE STREET	RESIDENTIAL	X			1370	\$ 373,407	\$ -	\$ -	\$ 93,391	\$ 466,797	\$ 341
SPARROW ROAD	GOLDFINCH DRIVE	CSAH 10	RESIDENTIAL			X	31449	\$ 3,323,746	\$ -	\$ -	\$ -	\$ 3,323,746	\$ 106
TOTAL RECONSTRUCTION COST												\$ 5,092,084	
TOTAL MILL & OVERLAY COST												\$ -	
TOTAL RECLAMATION COST												\$ 3,323,746	
TOTAL PROJECT COST												\$ 8,415,830	

TABLE 1.6 - 2031 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
2ND STREET	PINE STREET	ORANGE STREET	RESIDENTIAL	X			4839	\$ 1,364,054	\$ 709,197	\$ 537,232	\$ 329,866	\$ 2,940,349	\$ 608
SPRUCE STREET	1ST STREET	3RD STREET	RESIDENTIAL	X			4297	\$ 1,171,189	\$ 155,137	\$ 159,491	\$ 292,919	\$ 1,778,736	\$ 414
OAK STREET	1ST STREET	3RD STREET	RESIDENTIAL	X			4247	\$ 1,157,561	\$ 254,868	\$ 193,068	\$ -	\$ 1,605,497	\$ 378
ORANGE STREET	1ST STREET	3RD STREET	RESIDENTIAL	X			4172	\$ 1,137,119	\$ 432,167	\$ 100,731	\$ -	\$ 1,670,017	\$ 400
COMMUNITY DRIVE	EAST PARKING LOT ENTRANCE	OAK AVENUE	RESIDENTIAL		X		11122	\$ 668,139	\$ -	\$ -	\$ -	\$ 668,139	\$ 60
TOTAL RECONSTRUCTION COST												\$ 7,994,599	
TOTAL MILL & OVERLAY COST												\$ 668,139	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 8,662,738	

TABLE 1.7 - 2032 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
OAK STREET	3RD STREET	5TH STREET	RESIDENTIAL	X			2901	\$ 790,696	\$ 277,030	\$ 209,856	\$ 197,756	\$ 1,475,338	\$ 509
ORANGE STREET	3RD STREET	5TH STREET	RESIDENTIAL	X			2556	\$ 696,663	\$ 243,786	\$ 184,673	\$ 174,238	\$ 1,299,361	\$ 508
5TH STREET	OAK STREET	ORANGE STREET	RESIDENTIAL	X			1337	\$ 364,412	\$ 188,380	\$ 142,702	\$ 91,141	\$ 786,636	\$ 588
3RD STREET	SPRUCE STREET	ORANGE STREET	RESIDENTIAL	X			2010	\$ 547,845	\$ -	\$ 16,788	\$ 137,018	\$ 701,652	\$ 349
MILL LANE	TH 5	DEAD END	RESIDENTIAL		X		5607	\$ 336,833	\$ -	\$ -	\$ -	\$ 336,833	\$ 60
MARKET PLACE DRIVE	MILL LANE	CSAH 10	RESIDENTIAL		X		7877	\$ 473,200	\$ -	\$ -	\$ -	\$ 473,200	\$ 60
MARKET PLACE ROAD	MARKET PLACE DRIVE	TH 5	RESIDENTIAL		X		828	\$ 49,741	\$ -	\$ -	\$ -	\$ 49,741	\$ 60
INDUSTRIAL BOULEVARD	MILL LANE	CSAH 10	RESIDENTIAL		X		9051	\$ 543,727	\$ -	\$ -	\$ -	\$ 543,727	\$ 60
CLEARWATER ROAD	MILL ROAD	FISCHER DRIVE	RESIDENTIAL		X		3696	\$ 222,032	\$ -	\$ -	\$ -	\$ 222,032	\$ 60
FISCHER DRIVE	CLEARWATER ROAD	SIERRA PARKWAY	RESIDENTIAL		X		4110	\$ 246,903	\$ -	\$ -	\$ -	\$ 246,903	\$ 60
FISCHER POINT	CUL DE SAC	DEAD END	RESIDENTIAL		X		616	\$ 37,005	\$ -	\$ -	\$ -	\$ 37,005	\$ 60
SIERRA PARKWAY	TH 284	FOUNTAIN LANE	RESIDENTIAL		X		4111	\$ 246,963	\$ -	\$ -	\$ -	\$ 246,963	\$ 60
10TH STREET	TH 284	CR 59	RESIDENTIAL			X	16619	\$ 1,756,410	\$ -	\$ -	\$ -	\$ 1,756,410	\$ 106
TH 284	SIERRA PARKWAY	SPARROW ROAD	TRAIL		X		2167	\$ 185,264	\$ -	\$ -	\$ -	\$ 185,264	\$ 85
TOTAL RECONSTRUCTION COST												\$ 4,262,987	
TOTAL MILL & OVERLAY COST												\$ 2,341,667	
TOTAL RECLAMATION COST												\$ 1,756,410	
TOTAL PROJECT COST												\$ 8,361,064	

TABLE 1.8 - 2033 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
5TH STREET	WILLOW PLACE	ELM STREET	RESIDENTIAL	X			1967	\$ 536,125	\$ -	\$ -	\$ 134,087	\$ 670,212	\$ 341
WILLOW PLACE	TH 5	5TH STREET	RESIDENTIAL	X			1035	\$ 282,099	\$ -	\$ 235,039	\$ 70,554	\$ 587,692	\$ 568
3 1/2 STREET	DEAD END	4TH STREET	RESIDENTIAL	X			4032	\$ 1,098,961	\$ 483,140	\$ 365,989	\$ 274,855	\$ 2,222,945	\$ 551
4TH STREET	FAIR GROUNDS	OLIVE STREET	RESIDENTIAL	X			5926	\$ 1,615,189	\$ 598,385	\$ 295,478	\$ 403,965	\$ 2,913,017	\$ 492
MOCCASIN DRIVE	FOUNTAIN LANE	DEAD END	RESIDENTIAL		X		5547	\$ 333,229	\$ -	\$ -	\$ -	\$ 333,229	\$ 60
FOUNTAIN LANE	MOCCASIN DRIVE	NIAGARA STREET	RESIDENTIAL		X		9257	\$ 556,102	\$ -	\$ -	\$ -	\$ 556,102	\$ 60
SILVER STREET	MOCCASIN DRIVE	STARLIGHT DRIVE	RESIDENTIAL		X		4345	\$ 261,020	\$ -	\$ -	\$ -	\$ 261,020	\$ 60
TOTAL RECONSTRUCTION COST												\$ 6,393,866	
TOTAL MILL & OVERLAY COST												\$ 1,150,350	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 7,544,216	

TABLE 1.9 - 2034 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
WOODLAWN CIRCLE	DEAD END	DEAD END	RESIDENTIAL	X			9379	\$ 2,556,338	\$ 1,285,419	\$ 1,007,310	\$ 639,350	\$ 5,488,417	\$ 585
WILLOWBROOKE LANE	WACONIA PARWAY NORTH	WOODLAWN CIRCLE	RESIDENTIAL	X			3195	\$ 870,828	\$ 164,002	\$ 748,880	\$ 217,798	\$ 2,001,508	\$ 626
BACKYARD TRAIL	WOODLAWN CIRCLE	WOODLAWN CIRCLE	RESIDENTIAL	X			700	\$ 59,845	\$ 279,246	\$ -	\$ -	\$ 339,091	\$ 484
TOTAL RECONSTRUCTION COST												\$ 7,829,016	
TOTAL MILL & OVERLAY COST												\$ -	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 7,829,016	

TABLE 1.10 - 2035 STREET IMPROVEMENTS													
STREET NAME	FROM	TO	TRUCK/RESIDENTIAL SECTION STREET OR TRAIL	PROJECT TYPE			PAVEMENT AREA (SY)	STREET	WATERMAIN	SANITARY SEWER	STORM SEWER	SEGMENT COST	TOTAL SEGMENT COST PER SY
				RECONSTRUCTION	MILL & OVERLAY	RECLAMATION							
2ND STREET	SUNSET BOULEVARD	WALNUT STREET	RESIDENTIAL	X			6026	\$ 1,698,655	\$ 642,710	\$ 561,827	\$ 410,782	\$ 3,313,974	\$ 550
RIDGEWOOD COURT	DEAD END	2ND STREET	RESIDENTIAL	X			511	\$ 139,278	\$ 124,109	\$ 87,300	\$ 34,834	\$ 385,522	\$ 754
REDWOOD STREET	DEAD END	1ST STREET	RESIDENTIAL	X			2567	\$ 699,661	\$ 310,274	\$ 201,462	\$ 174,988	\$ 1,386,384	\$ 540
1ST STREET	DEAD END	REDWOOD STREET	RESIDENTIAL	X			1554	\$ 423,558	\$ 177,299	\$ 75,548	\$ 105,934	\$ 782,339	\$ 503
TOTAL RECONSTRUCTION COST												\$ 5,868,219	
TOTAL MILL & OVERLAY COST												\$ -	
TOTAL RECLAMATION COST												\$ -	
TOTAL PROJECT COST												\$ 5,868,219	

Cost Assumptions

Seal Coat & Crack Seal		
Item	Cost	Notes
Mobilization (5%)	\$0.25	
Traffic Control (3%)	\$0.14	
Seal Coat	\$2.50	
Crack Seal	\$1.00	
Street Sweeping	\$1.30	
Construction Contingency (10%)	\$0.52	
Soft Costs (25%)	\$1.43	
Total	\$7.14	SY

Mill & Overlay		
Item	Cost	Notes
Mobilization (5%)	\$2.08	
Traffic Control (3%)	\$1.21	
Remove Curb & Gutter	\$4.00	(4)
2.0" Mill	\$5.00	
2.0" Wearing Course	\$12.00	(3)
Spot Repairs	\$9.40	(1)
B618 Curb & Gutter	\$6.00	(4)
Pedestrian Ramps	\$4.00	
Construction Contingency (10%)	\$4.37	
Soft Costs (25%)	\$12.01	
Total	\$60.07	SY

Trail Reconstruction		
Item	Cost	Notes
Mobilization (5%)	\$2.83	
Traffic Control (3%)	\$1.65	
Remove Curb & Gutter	\$4.50	
Remove Bituminous Trail	\$10.00	
3.0" Wearing Course	\$15.99	(3)
6" Aggregate Base CL 5	\$7.50	
B618 Curb & Gutter	\$8.00	
Pedestrian Ramps	\$9.00	
Construction Contingency (15%)	\$8.92	
Soft Costs (25%)	\$17.10	
Total	\$85.49	SY

Reconstruction (Truck Section - Sidewalk)		
Item	Cost	Notes
Mobilization (5%)	\$9.78	
Traffic Control (3%)	\$5.70	
Remove Bituminous Pavement	\$10.00	
Common Excavation	\$33.00	
Wearing Course	\$18.66	(3)
Non-Wearing Course	\$15.32	(3)
12" Aggregate Base CL 5	\$15.00	
12" Select Granular Borrow	\$12.00	
Geotextile Fabric	\$3.00	
6' Sidewalk	\$30.00	
Bituminous Driveway	\$4.00	
Concrete Driveway	\$7.00	
4" Draintile	\$7.00	
Turf Restoration / Erosion Control	\$21.00	
Curb Removal	\$5.00	
B618 Curb & Gutter	\$9.00	
Construction Contingency (15%)	\$30.82	
Soft Costs (25%)	\$59.07	
Total	\$295.35	SY

Reconstruction (Residential Section- Sidewalk)		
Item	Cost	Notes
Mobilization (5%)	\$9.34	
Traffic Control (3%)	\$5.44	
Remove Bituminous Pavement	\$10.00	
Common Excavation	\$33.00	
Wearing Course	\$15.00	(3)
Non-Wearing Course	\$15.32	(3)
8" Aggregate Base CL 5	\$10.00	
12" Select Granular Borrow	\$12.00	
Geotextile Fabric	\$3.00	
6' Sidewalk	\$30.00	
Bituminous Driveway	\$4.00	
Concrete Driveway	\$7.00	
4" Draintile	\$7.00	
Turf Restoration / Erosion Control	\$21.00	
Curb Removal	\$5.00	
B618 Curb & Gutter	\$9.00	
Construction Contingency (15%)	\$29.41	
Soft Costs (25%)	\$56.38	
Total	\$281.89	SY

Reclamation		
Item	Cost	Notes
Mobilization (5%)	\$3.40	
Traffic Control (3%)	\$2.04	
Full Depth Reclamation	\$6.00	
Casting Adjustment	\$6.00	
Wearing Course	\$18.66	(3)
Non-Wearing Course	\$15.32	(3)
Remove, Haul & Dispose Excess Reclaim	\$4.00	
Turf Restoration	\$2.10	(5)
Curb Removal	\$4.00	(4)
Pedestrian Ramps	\$6.00	
B618 Curb & Gutter	\$6.00	(4)
Construction Contingency (10%)	\$11.03	
Soft Costs (25%)	\$21.14	
Total	\$105.69	SY

Reconstruction (Residential Section - No Sidewalk)		
Item	Cost	Notes
Mobilization (5%)	\$9.03	
Traffic Control (3%)	\$5.26	
Remove Bituminous Pavement	\$10.00	
Common Excavation	\$48.00	
Wearing Course	\$15.00	(3)
Non-Wearing Course	\$15.32	(3)
8" Aggregate Base CL 5	\$10.00	
12" Select Granular Borrow	\$12.00	
Geotextile Fabric	\$3.00	
Bituminous Driveway	\$4.00	
Concrete Driveway	\$7.00	
4" Draintile	\$10.00	
Turf Restoration / Erosion Control	\$27.00	
Curb Removal	\$5.00	
B618 Curb & Gutter	\$9.00	
Construction Contingency (15%)	\$28.44	
Soft Costs (25%)	\$54.51	
Soft Costs (25%)	\$272.56	SY

Watermain Reconstruction		
Item	Cost	Notes
Mobilization (5%)	\$13.99	
Traffic Control (3%)	\$8.15	
Remove Watermain	\$7.50	
Remove Water Service	\$15.00	
Remove Hydrant	\$2.50	
8" PVC Watermain	\$89.00	
6" DIP CL52 Watermain	\$3.75	(5)
Watermain Fittings	\$18.00	
8" Gate Valve	\$16.67	(3)
6" Gate Valve	\$13.33	(4)
1" Water Service	\$83.33	(1)
Hydrant	\$22.50	(2)
Temporary Water System (5%)	\$14.69	
Construction Contingency (15%)	\$46.26	
Soft Costs (25%)	\$88.67	
Total	\$443.33	LF

Storm Sewer Reconstruction		
Item	Cost	Notes
Mobilization (5%)	\$2.38	
Traffic Control (3%)	\$1.39	
Remove Storm Sewer Pipe	\$5.00	
Remove Drainage Structure	\$7.00	
Drainage Structure	\$16.00	
RCP Storm Sewer	\$12.00	
Casting Assembly	\$2.00	
Storm Water treatment (10%)	\$4.20	
Construction Contingency (10%)	\$5.00	
Soft Costs (25%)	\$12.49	
Total	\$67.45	SY

Utility Notes:

- Sanitary & water services are assumed to be 30' long spaced at 60' connecting to both sides of the street
- Hydrants are 400' apart
- Main Line gate valves are every 300' of linear pipe
- 6" gate valve per hydrant
- Hydrant leads are assumed to be 15'
- Assume sanitary sewer structures are spaced at 400'
- All pricing/cost information in 2025 dollars

Street Improvement Notes:

- Estimate assumes 10% reconstruction area during Mill & Overlay to account for curb spot repair and small subgrade corrections
- Crack seal is assumed at a rate of 25 LF per 100 SQ YD of pavement area (25%)
- Bituminous unit prices converted to SY by coverage rates and thickness
- Curb is assumed at a rate of 10 LF per 333 SQ YD of pavement area (3%)
- Turf restoration assumed at a 5 ft width behind back of curb or 33% of 100 SQ YD of pavement area.
- Bituminous constant based on 112 lb/SY*in
- All pricing/cost information in 2025 dollars

Sanitary Sewer Reconstruction		
Item	Cost	Notes
Mobilization (5%)	\$10.85	
Traffic Control (3%)	\$6.32	
Remove Sanitary Sewer Pipe	\$12.00	
Remove Sanitary Sewer Manhole	\$2.50	(6)
Remove Sanitary Sewer Service	\$20.00	
8" PVC Sanitary Sewer Main	\$86.00	
4" Sanitary Sewer Service	\$41.67	(1)
Service Wye	\$20.25	(1)
Sanitary Manhole	\$25.00	(6)
Casting Assembly	\$3.25	
Bypass Pumping (5%)	\$11.39	
Construction Contingency (15%)	\$35.88	
Soft Costs (25%)	\$59.81	
Total	\$334.92	LF