

WACONIA CITY COUNCIL REGULAR MEETING AGENDA



**Monday, October 20, 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 SIDONS**

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

Those with items on the agenda should reach out to their staff contact. Others who wish to participate in the meeting, please contact the City Administrator at 952-442-3100 or sfineran@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**
 - 1) 2025 Downtown Reconstruction Phase 3 Final Assessment Hearing**

Motion to Call Public Hearing to Order and Accept Comments
Motion to Close Public Hearing
Adopt Resolution No. 2025-242 Approving Assessment Roll
 - 2) Annexation — Dircks Property — 15 acre portion of PID 070300400**

Motion to Open the Public Hearing

Motion to Close the Public Hearing

Adopt Resolution No. 2025-243 Approving the Joint Resolution to annex approximately 15 acres of PID #070300400.

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

Motion to Open the Public Hearing

Motion to Close the Public Hearing

Adopt Resolution No. 2025-244 Adopting Certification of Delinquent Utility and Other Charges for Services for Payment with Taxes in 2026

6. OPEN FORUM

7. COMMUNITY INTEREST PRESENTATIONS

1) Southern Valley Alliance - Domestic Violence Awareness Month

Mayor to read Proclamation into record.

2) District 110 Referendum - Superintendent Brian Gersich

Discussion

8. ADOPT CONSENT AGENDA

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

1) 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

Motion to Approve Safari Island Community Center Expendures from Sports Facilities Companies Incurred September 2025

4) Ice Arena Expenditures from Sports Facilities Companies Incurred September 2025

Motion to Approve 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

Motion to approve 2025 Street Improvements Project Pay Request No. 1 to GMH Asphalt Corporation

6) Contractor Pay Request - CSAH 10 & Waconia Parkway North Improvements

to Minger Construction #4

Motion to approve CSAH 10 & Waconia Parkway North Improvements Pay Request No. 4 to Minger Construction

7) Accepting Cash Donations for Operations of the Fire Department

Adopt Resolution No. 2025-245 Accepting Cash Donations for Operations of the Fire Department

8) Snow Hauling Agreement

Adopt Resolution No. 2025-246 Authorizing Agreement for the 2025-2026 Snow Hauling Contract

9) Towing and Impound Services Agreement

Adopt Resolution No. 2025-247 Approving Winter Towing and Impound Service Agreement

10) Submittal of LRIP Grant Application for TH5 Frontage Road Extension

Adopt Resolution No. 2025-248 Authorizing Submittal of LRIP Grant Application for TH5 Frontage Road Extension

11) Steep Slope Permit — 748 Old Beach Lane

Adopt Resolution No. 2025-249 approving the Steep Slope Permit application submitted by Mark LaRose for the property located at 748 Old Beach Lane.

12) Amendment to Chapter 515 of City Code Related to Cannabis Sales

Adopt Ordinance #783, Amending Chapter 515 to City Code

Adopt Resolution No. 2025-250 Authorizing Summary Publication of Ordinance No. 783

9. COUNCIL BUSINESS

1) Island View Estates and Pine Hill Playground Projects

Adopt Resolution No. 2025-251 Approving Playground Equipment Order

2) City Sponsorship Program for Summer Events

Adopt Resolution No. 2025-252 Approving Summer Sponsorship Program

3) Polling Place Boundaries & Polling Locations for 2026 Elections

Adopt Resolution No. 2025-253 Adding Additional Precinct and Establishing Polling Locations for 2026

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. ADJOURN REGULAR MEETING

**OFFICE OF THE CITY ADMINISTRATOR
Shane Fineran**

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

UPCOMING CALENDAR OF EVENTS/MEETINGS:



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	5.1. 2025 Downtown Reconstruction Phase 3 Final Assessment Hearing
Originating Dept:	Public Services
Presented By:	Jon Haukaas
Previous Council Action: Resolution No. 2024-117 Ordering Preparation of Feasibility Study & Assessment Benefit Evaluation for the Phase 3 Downtown Reconstruction Project. Resolution No. 2024-289 Receiving Feasibility Report & Calling Hearing on Improvements Resolution No. 2025-039 Ordering Improvements & Preparation of Plans Resolution No. 2025-074 Authorize Bid for the 2025 Downtown Reconstruction Phase 3 Resolution No. 2025-100 Accepting Bids and Awarding Contract for the 2025 Downtown Reconstruction Phase 3 Resolution No. 2025-221 Declaring Cost to be Assessed and Ordering the Preparation of Proposed Assessment Resolution No. 2025-222 Receiving Proposed Assessment and Calling for a Public Hearing on Proposed Assessment	
Item Type:	Regular Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Call Public Hearing to Order and Accept Comments Motion to Close Public Hearing Adopt Resolution No. 2025-242 Approving Assessment Roll	
EXPLANATION OF AGENDA ITEM: The 2024 Downtown Reconstruction Project Phase 3 is substantially complete and includes the reconstruction of street surfaces, sidewalks, and utilities including, sewer, water, storm sewer, and street lighting. As part of the project financing, a portion of the project costs were to be assessed to benefitting properties. The final costs have been tallied and apportioned based upon the as bid costs and per the City's assessment process. Included in the work associated with the assessment process was the special benefit evaluation completed by an independent 3rd party to determine final valuations of special benefits to affected properties and the final assessment tally. Final assessment totals have been reduced for identified properties from those provided during the feasibility study phase per the bid costs and the special benefit report. The final interest rate applied to unpaid assessment balances to be certified to property taxes at a 10-year term will be 4.44% unless paid in full within 30 days of adoption. Assessed properties have been notified of the proposed final assessment and the opportunity to present at the public hearing scheduled for this evening.	
ATTACHMENTS: 1. Resolution No. 2025-242 Aproving Assessment Roll 2. Downtown Phase 3 Assessment Hearing 3. Downtown Phase 3 Final Assessment Roll	

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. 2025-242**

RESOLUTION ADOPTING PROPOSED ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Waconia City Council has met and heard and passed upon all objections to the proposed assessment for the making of public improvements to the infrastructure of the City of Waconia by the installation of Streets, curb and gutter, storm sewer, watermain, sanitary sewer, and sidewalks according to the plans and specifications for such improvements; and

WHEREAS, the Downtown Reconstruction, Phase 3 consists of street, sidewalk, drainage, and utility improvements to the following:

- First Street W from Maple Street S to 50 feet east of Olive Street S
- Olive Street S from 50 feet north First Street W to Second Street W
- Second Street W from 200 feet west of Olive Street W to Elm Street S
- Alley and adjacent parking areas located north of Second Street W, south of First Street W, east of Olive Street S, and west of Elm Street S

NOW THEREFORE, BE IT RESOLVED THAT

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the land named therein, and each tract of land therein included is hereby found to benefit by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 10 years and shall bear interest at the rate of 4.44 percent per annum from the date of the adoption of this assessment Resolution. To the first installment shall be added interest on the entire assessment from the date of this Resolution until December 31, 2025. To each subsequent installment, when due, there shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Waconia, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this Resolution; and they may, at any time thereafter, pay the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which such payment is made. Such payment must be made before November 15th, or interest will be charged through December 31st of the next succeeding year.
4. The Waconia City Clerk shall transmit a certified duplicate of this assessment to Carver County to be extended on the property tax lists of Carver County. Such assessments shall be collected and paid in the same manner as other municipal taxes.
- 5.

Adopted by the Waconia City Council on this 20th day of October 20, 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator



Real People. Real Solutions.

City of Waconia Downtown Reconstruction Phase 3 Project Assessment Hearing

October 20, 2025



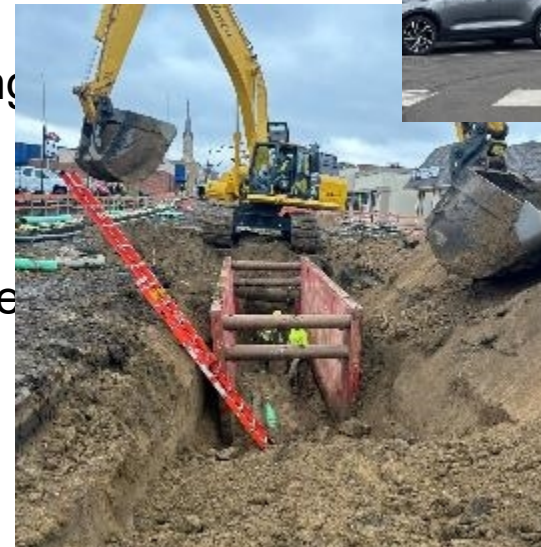
Public Hearing Format

- Presentation
 - Project Scope
 - Project Schedule
 - Final Project Cost Summary
 - Assessments
- Questions/Comments/Discussion



Project Scope

- Street Reconstruction of First Street, Olive Street, & Second Street
 - Truck Route Section on all Reconstructed Streets
 - First Street 46 to 48 Feet Wide, Olive Street 48 Feet Wide, Second Street 40 to 42 Feet Wide
 - Parallel Parking Replaced with 45-degree Angled Parking on East Block of First Street
 - Storm Sewer Replacement & Expansion
 - Lighting System Replacement & Expansion
- Utility Improvements
 - Sanitary Sewer Replacement
 - Water System Replacement w/ PVC Pipe & Upsizing
- Remaining Work
 - Light Pole & Banner Pole Installation
 - Coordination with Adjacent Apartment Building Project
 - Final Paving & Striping
 - Repair Work & Punchlist Items
 - Post Construction Property Inspections



Project Schedule

- ✓ Completed Soil Borings, Topographic Survey, Preliminary Design, Property Inspections, & Assessment Benefit Evaluation (Summer 2024 – Spring 2025)
- ✓ Completed Feasibility Study (December 2024)
- ✓ Conducted Public Improvement Hearing (January 2025)
- ✓ Conducted Public Open House (February 2025)
- ✓ Completed Final Plans & Specifications (February 2025)
- ✓ Advertised Project and Opened Bids (February - March 2025)
- ✓ Awarded Project (March 2025)
- ✓ Substantially Constructed Project (May - September 2025)
- Assessment Hearing (Tonight)
- Close-Out Project (2026)



Final Project Cost Summary

- Total Final Project Cost = \$5,248,080
- Total Final Assessed Amount = \$538,091 (Reduced Due to the Benefit Evaluation Process)
- Final Street Reconstruction Assessable Cost Per Front Foot = \$237.55
- Final Sanitary Sewer Assessable Cost Per Unit = \$3,102
- Final Watermain Assessable Cost Per Unit = \$5,361
- Final Assessment Rate = 4.44% (City Bond Rate = 3.44%)



Final Cost Apportionment Summary

	Preliminary Costs	Final Project Costs	+ / (-) From Prelim. Costs	% + / - From Prelim. Costs
*TOTAL PROJECT COST:	\$6,776,100	\$5,248,080	(\$1,528,020)	-22.6%
*Total Street/Storm/SW Sewer Recon. Cost	\$5,035,600	\$4,146,522	(\$889,078)	-17.7%
Standard Street Section Cost	\$1,470,800	\$1,361,623	(\$109,177)	-7.4%
*Extra Depth & Width Of Pvmnt (City Cost)	\$2,929,400	\$2,363,890	(\$565,510)	-19.3%
Sidewalk (City Cost)	\$635,400	\$421,009	(\$214,391)	-33.7%
Street/Storm Recon Cost (Assessed)	\$550,100	\$441,798	(\$108,302)	-19.7%
Assessable Cost Per Front Foot	\$295.78	\$237.55	(\$58.23)	-19.7%
Sanitary Sewer Improvements	\$538,900	\$323,058	(\$215,842)	-40.1%
Sanitary Sewer Imp (Assessment Eligible)	\$538,900	\$310,244	(\$228,656)	-42.4%
Sanitary Sewer Improvements (Assessed)	\$244,900	\$148,917	(\$95,983)	-39.2%
Sanitary Per Unit Assessment	\$4,898.18	\$3,102.44	(\$1,796)	-36.7%
Watermain Improvements	\$1,201,600	\$778,500	(\$423,100)	-35.2%
Watermain Imp (Assessment Eligible)	\$863,300	\$546,854	(\$316,446)	-36.7%
Watermain Improvements (Assessed)	\$393,100	\$262,704	(\$130,396)	-33.2%
Watermain Per Unit Assessment	\$7,707.14	\$5,361.31	(\$2,346)	-30.4%
TOTAL ASSESSED AMOUNT (PER POLICY):	\$1,188,100	\$853,420	(\$334,680)	-28.2%
TOTAL ASSESSED AMOUNT (ADJUSTED):	\$0	\$538,091	\$538,091	
TOTAL CITY COST:	\$5,588,000	\$4,709,989	(\$878,011)	-15.7%
TOTAL PROJECT COST:	\$6,776,100	\$5,248,080	(\$1,528,020)	-22.6%



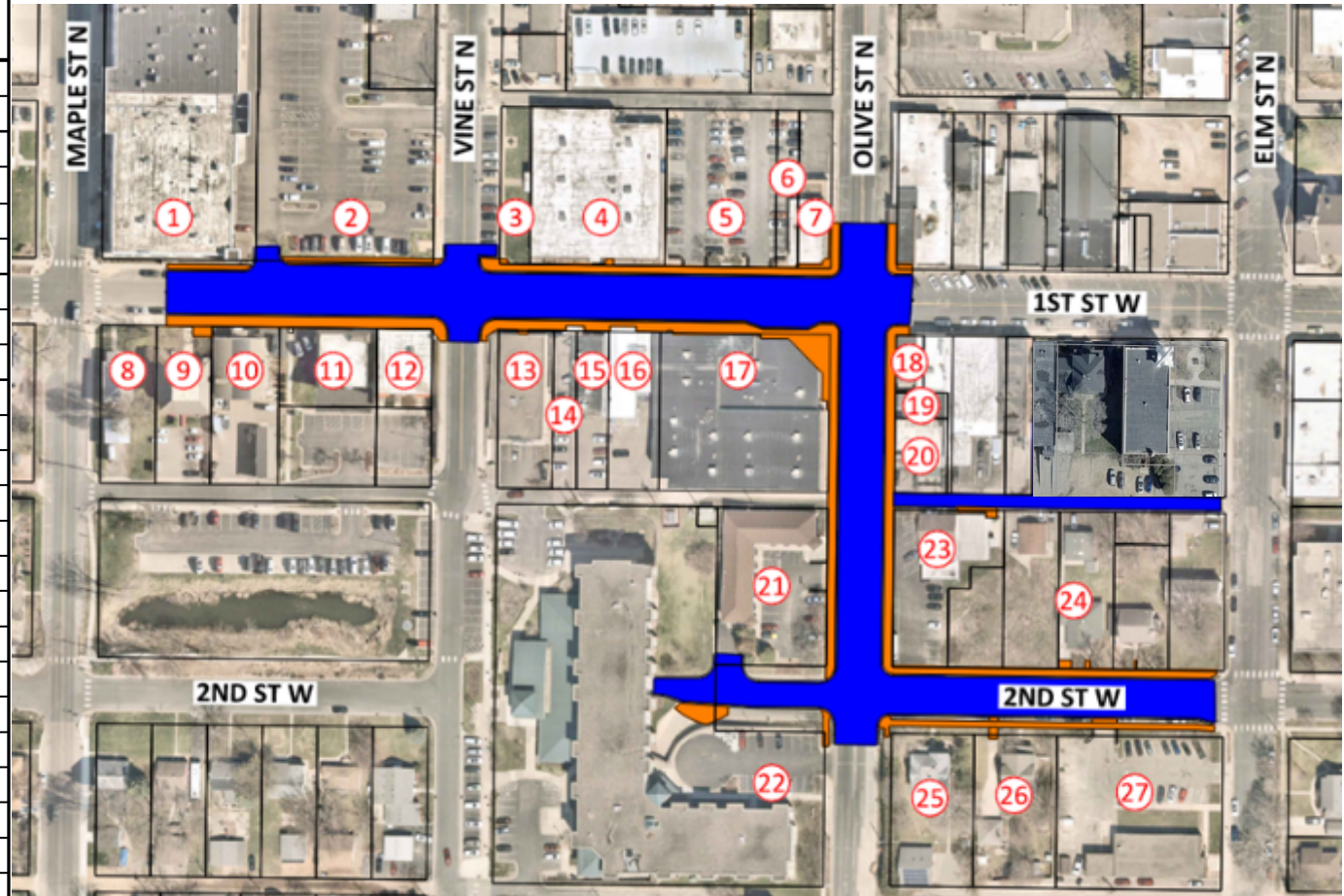
Assessments

- 27 Properties Included in the Project Area
- 26 Properties Proposed to be Assessed
 - 21 Privately Owned Properties
 - 5 City Owned Properties
- Assessment Benefit Evaluation Reduced the Total Assessment for 18 Properties
- Payment Options Include:
 - Pre-Pay Without Interest for 30-Days After the Hearing
 - Assessments Not Paid in Full Will be Paid Through Tax Statements at Bond Term (10 Years) & Assessment Interest Rate of 4.44%



Assessment Map

PROP. NO.	P.I.D.	OWNER	PROPERTY ADDRESS
1	750502980	WACONIA SQUARE LLC	236 1ST ST W
2	750503030	WACONIA CITY	217 MAIN ST W
3	750502830	WACONIA CITY	NA
4	750502820	PROMISE COMMUNITY CHURCH	138 1ST ST W
5	750502800	WACONIA EDA	116 1ST ST W
6	750502790	WACONIA EDA	106 1ST ST W
7	750502780	JNJJN LLC	100 1ST ST W
8	750501250	THE CUTTING EDGE SALON OF WACONIA LLC	241 1ST ST W
9	750501260	QVF PROPERTIES LLC	233 1ST ST W
10	750501270	S&C PROPERTIES LLC	225 1ST ST W
11	750501291	SEGNER-PEITZ PROPERTIES LLC	209 1ST ST W
12	750501300	STEP WEST LLC	201 1ST ST W
13	750501370	LIFT MANAGEMENT SERVICES LLP	141 1ST ST W
14	750501390	BERRY PROPERTIES LLC	137 1ST ST W
15	750501380	PAVING INVESTMENTS LLC	133 1ST ST W
16	750501400	JD RENTALS LLPA	125 1ST ST W
17	750501420	SPIRIT MASTER FUNDING X LLC	101 1ST ST W
18	750501520	GERALD A & JANE MEVESLAGE	41 1ST ST W
19	750501540	JDS LLC	115 OLIVE ST S
20	750501530	P & D WACONIA PROPERTIES LLC	119 OLIVE ST S
21	750501340	OLIVE STREET PARTNERS LLC	132 OLIVE ST S
22	754800010	WACONIA CITY	201 VINE ST S
23	750501511	STEVEN J YETZER	125 OLIVE ST S
24	753320010	OLIVE & SECOND HOLDING LLC	135 OLIVE ST S
25	750500580	JESSE AND JAMIE BERSTROM LIVING TRUST	41 2ND ST W
26	750500590	MICHAEL DEHN	25 2ND ST W
27	750500600	MARWAY PROPERTIES LLC	208 ELM ST S



Thank You

Questions/Comments/Discussion



Final Assessment Roll

PROP. NO.	P.I.D.	OWNER	PROPERTY ADDRESS	OWNER ADDRESS		F/F	*STREET ASSESSMENT	WATERMAIN UNITS	WATERMAIN ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT PER POLICY	TOTAL ASSESSMENT PER BENEFIT EVALUATION	FINAL TOTAL ASSMT (LESSER OF POLICY OR EVAL)	**ANNUAL ASSESSMENT PAYMENT
1	750502980	WACONIA SQUARE LLC	236 1ST ST W	7887 E BELLEVUE AVE, STE 1100	ENGLEWOOD, CO 80111-6097	76.75	\$18,231.78	0.0	\$0.00	0.0	\$0.00	\$18,231.78	\$29,250.00	\$18,231.78	\$2,297.32
2	750503030	WACONIA CITY	217 MAIN ST W	201 VINE ST S	WACONIA, MN 55387	88.25	\$20,963.57	0.0	\$0.00	0.0	\$0.00	\$20,963.57	\$33,000.00	\$20,963.57	\$2,641.54
3	750502830	WACONIA CITY	NA	201 VINE ST S	WACONIA, MN 55387	15.17	\$3,603.60	0.0	\$0.00	0.0	\$0.00	\$3,603.60	\$6,500.00	\$3,603.60	\$454.08
4	750502820	PROMISE COMMUNITY CHURCH	138 1ST ST W	138 1ST ST W	WACONIA, MN 55387	134.66	\$31,988.16	1.0	\$5,361.31	1.0	\$3,102.44	\$40,451.91	\$17,000.00	\$17,000.00	\$2,142.11
5	750502800	WACONIA EDA	116 1ST ST W	201 VINE ST S	WACONIA, MN 55387-1337	110.00	\$26,130.23	0.0	\$0.00	0.0	\$0.00	\$26,130.23	\$29,500.00	\$26,130.23	\$3,292.57
6	750502790	WACONIA EDA	106 1ST ST W	201 VINE ST S	WACONIA, MN 55387-1337	22.00	\$5,226.05	0.0	\$0.00	0.0	\$0.00	\$5,226.05	\$6,500.00	\$5,226.05	\$658.51
7	750502780	JNUN LLC	100 1ST ST W	5930 BOULDER BRIDGE LN	SHOREWOOD, MN 55331	16.50	\$3,919.53	1.0	\$5,361.31	0.0	\$0.00	\$9,280.85	\$7,500.00	\$7,500.00	\$945.05
8	750501250	THE CUTTING EDGE SALON OF WACONIA LLC	241 1ST ST W	241 1ST ST W	WACONIA, MN 55387	0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	750501260	QVF PROPERTIES LLC	233 1ST ST W	12755 ISLAND VIEW CIR	ROGERS, MN 55374	55.00	\$13,065.12	1.0	\$5,361.31	1.0	\$3,102.44	\$21,528.87	\$15,750.00	\$15,750.00	\$1,984.60
10	750501270	S&C PROPERTIES LLC	225 1ST ST W	225 1ST ST W	WACONIA, MN 55387	67.50	\$16,034.46	1.0	\$5,361.31	1.0	\$3,102.44	\$24,498.22	\$19,750.00	\$19,750.00	\$2,488.62
11	750501291	SEGNER-PEITZ PROPERTIES LLC	209 1ST ST W	1933 SILVER ST	WACONIA, MN 55387-8613	97.50	\$23,160.89	1.0	\$5,361.31	1.0	\$3,102.44	\$31,624.64	\$17,000.00	\$17,000.00	\$2,142.11
12	750501300	STEP WEST LLC	201 1ST ST W	1941 CARDINAL LN STE A	FARIBAULT, MN 55021-4350	27.50	\$6,532.56	1.0	\$5,361.31	1.0	\$3,102.44	\$14,996.31	\$8,500.00	\$8,500.00	\$1,071.05
13	750501370	LIFT MANAGEMENT SERVICES LLP	141 1ST ST W	684 EXCELSIOR BLVD, SUITE 210	EXCELSIOR, MN 55331	27.50	\$6,532.56	1.0	\$5,361.31	1.0	\$3,102.44	\$14,996.31	\$8,500.00	\$8,500.00	\$1,071.05
14	750501390	BERRY PROPERTIES LLC	137 1ST ST W	137 1ST ST W	WACONIA, MN 55387	22.81	\$5,418.46	1.0	\$5,361.31	1.0	\$3,102.44	\$13,882.22	\$8,500.00	\$8,500.00	\$1,071.05
15	750501380	PAVING INVESTMENTS LLC	133 1ST ST W	1124 SUGARBUSH LN	WACONIA, MN 55387	32.19	\$7,646.66	1.0	\$5,361.31	1.0	\$3,102.44	\$16,110.41	\$8,750.00	\$8,750.00	\$1,102.55
16	750501400	JD RENTALS LLPA	125 1ST ST W	300 W LAKE ST	WACONIA, MN 55387	51.00	\$12,114.93	4.0	\$21,445.25	4.0	\$12,409.78	\$45,969.95	\$32,000.00	\$32,000.00	\$4,032.20
17	750501420	SPIRIT MASTER FUNDING X LLC	101 1ST ST W	6632 TELEGRAPH RD # 193	BLOOMFIELD HILLS, MI 48301-3012	163.00	\$38,720.25	1.0	\$5,361.31	1.0	\$3,102.44	\$47,184.01	\$85,750.00	\$47,184.01	\$5,945.48
18	750501520	GERALD A & JANE M EVESLAGE	41 1ST ST W	281 LAKEVIEW TERRACE BLVD	WACONIA, MN 55387	42.00	\$9,977.00	1.0	\$5,361.31	1.0	\$3,102.44	\$18,440.75	\$8,500.00	\$8,500.00	\$1,071.05
19	750501540	JDS LLC	115 OLIVE ST S	8820 ISLAND VIEW RD	WACONIA, MN 55387-9605	25.00	\$5,938.69	1.0	\$5,361.31	1.0	\$3,102.44	\$14,402.45	\$8,500.00	\$8,500.00	\$1,071.05
20	750501530	P & D WACONIA PROPERTIES LLC	119 OLIVE ST S	119 OLIVE ST S	WACONIA, MN 55387-1421	75.00	\$17,816.07	2.0	\$10,722.62	2.0	\$6,204.89	\$34,743.58	\$14,000.00	\$14,000.00	\$1,764.09
21	750501340	OLIVE STREET PARTNERS LLC	132 OLIVE ST S	132 OLIVE ST S	WACONIA, MN 55387	133.50	\$31,712.60	1.0	\$5,361.31	1.0	\$3,102.44	\$40,176.36	\$28,500.00	\$28,500.00	\$3,591.18
22	754800010	WACONIA CITY	201 VINE ST S	201 VINE ST S	WACONIA, MN 55387	88.00	\$20,904.19	0.0	\$0.00	0.0	\$0.00	\$20,904.19	\$178,500.00	\$20,904.19	\$2,634.06
23	750501511	STEVEN J YETZER	125 OLIVE ST S	33 1ST STREET W	WACONIA, MN 55387	78.50	\$18,647.48	1.0	\$5,361.31	1.0	\$3,102.44	\$27,111.24	\$11,250.00	\$11,250.00	\$1,417.57
24	753320010 / 750501511	OLIVE & SECOND HOLDING LLC	135 OLIVE ST S	332 W 4TH ST	WACONIA, MN 55387	204.25	\$48,519.09	28.0	\$150,116.74	28.0	\$86,868.43	\$285,504.26	\$145,250.00	\$145,250.00	\$18,302.41
25	750500580	JESSE AND JAMIE BERSTROM LIVING TRUST	41 2ND ST W	41 2ND ST W	WACONIA, MN 55387-1402	41.25	\$9,798.84	0.0	\$0.00	0.0	\$0.00	\$9,798.84	\$8,500.00	\$8,500.00	\$1,071.05
26	750500590	MICHAEL DEHN	25 2ND ST W	25 2ND ST W	WACONIA, MN 55387-1402	82.50	\$19,597.67	1.0	\$5,361.31	1.0	\$3,102.44	\$28,061.43	\$8,500.00	\$8,500.00	\$1,071.05
27	750500600	MARWAY PROPERTIES LLC	208 ELM ST S	17400 ERKUM ST NW	RAMSEY, MN 55303	82.50	\$19,597.67	0.0	\$0.00	0.0	\$0.00	\$19,597.67	\$48,250.00	\$19,597.67	\$2,469.43
						1,859.83									

*Cost per FF = \$237.55 (Post-Construction Calculation)

**Based on a 4.44% Interest Rate and a 10 Year Term.

TOTAL FRONT FOOTAGE: 2,866.00
 CORNER LOT CREDIT: 379.67
 ASSESSMENT BASIS FRONT FOOTAGE: 2,486.33
 NON-ASSESSABLE FRONT FOOTAGE: 626.50
 ASSESSMENT FRONT FOOTAGE: 1,859.83

753320010 / 750501511 = Owner Information Has Changed Since the Preliminary Assessment Roll

FINAL ASSESSMENT ROLL
DOWNTOWN RECONSTRUCTION, PHASE 3 PROJECT
10/10/2025

PROP. NO.	P.I.D.	OWNER	PROPERTY ADDRESS	OWNER ADDRESS		F/F	*STREET ASSESSMENT	WATERMAIN UNITS	WATERMAIN ASSESSMENT	SANITARY SEWER UNITS	SANITARY SEWER ASSESSMENT	TOTAL ASSESSMENT PER POLICY	TOTAL ASSESSMENT PER BENEFIT EVALUATION	FINAL TOTAL ASSMT (LESSER OF POLICY OR EVAL)	**ANNUAL ASSESSMENT PAYMENT
1	750502980	WACONIA SQUARE LLC	236 1ST ST W	7887 E BELLEVIEW AVE, STE 1100	ENGLEWOOD, CO 80111-6097	76.75	\$18,231.78	0.0	\$0.00	0.0	\$0.00	\$18,231.78	\$29,250.00	\$18,231.78	\$2,297.32
2	750503030	WACONIA CITY	217 MAIN ST W	201 VINE ST S	WACONIA, MN 55387	88.25	\$20,963.57	0.0	\$0.00	0.0	\$0.00	\$20,963.57	\$33,000.00	\$20,963.57	\$2,641.54
3	750502830	WACONIA CITY	NA	201 VINE ST S	WACONIA, MN 55387	15.17	\$3,603.60	0.0	\$0.00	0.0	\$0.00	\$3,603.60	\$6,500.00	\$3,603.60	\$454.08
4	750502820	PROMISE COMMUNITY CHURCH	138 1ST ST W	138 1ST ST W	WACONIA, MN 55387	134.66	\$31,988.16	1.0	\$5,361.31	1.0	\$3,102.44	\$40,451.91	\$17,000.00	\$17,000.00	\$2,142.11
5	750502800	WACONIA EDA	116 1ST ST W	201 VINE ST S	WACONIA, MN 55387-1337	110.00	\$26,130.23	0.0	\$0.00	0.0	\$0.00	\$26,130.23	\$29,500.00	\$26,130.23	\$3,292.57
6	750502790	WACONIA EDA	106 1ST ST W	201 VINE ST S	WACONIA, MN 55387-1337	22.00	\$5,226.05	0.0	\$0.00	0.0	\$0.00	\$5,226.05	\$6,500.00	\$5,226.05	\$658.51
7	750502780	JNJV LLC	100 1ST ST W	5930 BOULDER BRIDGE LN	SHOREWOOD, MN 55331	16.50	\$3,919.53	1.0	\$5,361.31	0.0	\$0.00	\$9,280.85	\$7,500.00	\$7,500.00	\$945.05
8	750501250	THE CUTTING EDGE SALON OF WACONIA LLC	241 1ST ST W	241 1ST ST W	WACONIA, MN 55387	0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	750501260	QVF PROPERTIES LLC	233 1ST ST W	12755 ISLAND VIEW CIR	ROGERS, MN 55374	55.00	\$13,065.12	1.0	\$5,361.31	1.0	\$3,102.44	\$21,528.87	\$15,750.00	\$15,750.00	\$1,984.60
10	750501270	S&C PROPERTIES LLC	225 1ST ST W	225 1ST ST W	WACONIA, MN 55387	67.50	\$16,034.46	1.0	\$5,361.31	1.0	\$3,102.44	\$24,498.22	\$19,750.00	\$19,750.00	\$2,488.62
11	750501291	SEGNER-PEITZ PROPERTIES LLC	209 1ST ST W	1933 SILVER ST	WACONIA, MN 55387-8613	97.50	\$23,160.89	1.0	\$5,361.31	1.0	\$3,102.44	\$31,624.64	\$17,000.00	\$17,000.00	\$2,142.11
12	750501300	STEP WEST LLC	201 1ST ST W	1941 CARDINAL LN STE A	FARIBAULT, MN 55021-4350	27.50	\$6,532.56	1.0	\$5,361.31	1.0	\$3,102.44	\$14,996.31	\$8,500.00	\$8,500.00	\$1,071.05
13	750501370	LIFT MANAGEMENT SERVICES LLP	141 1ST ST W	684 EXCELSIOR BLVD, SUITE 210	EXCELSIOR, MN 55331	27.50	\$6,532.56	1.0	\$5,361.31	1.0	\$3,102.44	\$14,996.31	\$8,500.00	\$8,500.00	\$1,071.05
14	750501390	BERRY PROPERTIES LLC	137 1ST ST W	137 1ST ST W	WACONIA, MN 55387	22.81	\$5,418.46	1.0	\$5,361.31	1.0	\$3,102.44	\$13,882.22	\$8,500.00	\$8,500.00	\$1,071.05
15	750501380	PAVING INVESTMENTS LLC	133 1ST ST W	1124 SUGARBUSH LN	WACONIA, MN 55387	32.19	\$7,646.66	1.0	\$5,361.31	1.0	\$3,102.44	\$16,110.41	\$8,750.00	\$8,750.00	\$1,102.55
16	750501400	JD RENTALS LLPA	125 1ST ST W	300 W LAKE ST	WACONIA, MN 55387	51.00	\$12,114.93	4.0	\$21,445.25	4.0	\$12,409.78	\$45,969.95	\$32,000.00	\$32,000.00	\$4,032.20
17	750501420	SPIRIT MASTER FUNDING X LLC	101 1ST ST W	6632 TELEGRAPH RD # 193	BLOOMFIELD HILLS, MI 48301-3012	163.00	\$38,720.25	1.0	\$5,361.31	1.0	\$3,102.44	\$47,184.01	\$85,750.00	\$47,184.01	\$5,945.48
18	750501520	GERALD A & JANE M EVESLAGE	41 1ST ST W	281 LAKEVIEW TERRACE BLVD	WACONIA, MN 55387	42.00	\$9,977.00	1.0	\$5,361.31	1.0	\$3,102.44	\$18,440.75	\$8,500.00	\$8,500.00	\$1,071.05
19	750501540	JDS LLC	115 OLIVE ST S	8820 ISLAND VIEW RD	WACONIA, MN 55387-9605	25.00	\$5,938.69	1.0	\$5,361.31	1.0	\$3,102.44	\$14,402.45	\$8,500.00	\$8,500.00	\$1,071.05
20	750501530	P & D WACONIA PROPERTIES LLC	119 OLIVE ST S	119 OLIVE ST S	WACONIA, MN 55387-1421	75.00	\$17,816.07	2.0	\$10,722.62	2.0	\$6,204.89	\$34,743.58	\$14,000.00	\$14,000.00	\$1,764.09
21	750501340	OLIVE STREET PARTNERS LLC	132 OLIVE ST S	132 OLIVE ST S	WACONIA, MN 55387	133.50	\$31,712.60	1.0	\$5,361.31	1.0	\$3,102.44	\$40,176.36	\$28,500.00	\$28,500.00	\$3,591.18
22	754800010	WACONIA CITY	201 VINE ST S	201 VINE ST S	WACONIA, MN 55387	88.00	\$20,904.19	0.0	\$0.00	0.0	\$0.00	\$20,904.19	\$178,500.00	\$20,904.19	\$2,634.06
23	750501511	STEVEN J YETZER	125 OLIVE ST S	33 1ST STREET W	WACONIA, MN 55387	78.50	\$18,647.48	1.0	\$5,361.31	1.0	\$3,102.44	\$27,111.24	\$11,250.00	\$11,250.00	\$1,417.57
24	753320010 / 750501511	OLIVE & SECOND HOLDING LLC	135 OLIVE ST S	332 W 4TH ST	WACONIA, MN 55387	204.25	\$48,519.09	28.0	\$150,116.74	28.0	\$86,868.43	\$285,504.26	\$145,250.00	\$145,250.00	\$18,302.41
25	750500580	JESSE AND JAMIE BERSTROM LIVING TRUST	41 2ND ST W	41 2ND ST W	WACONIA, MN 55387-1402	41.25	\$9,798.84	0.0	\$0.00	0.0	\$0.00	\$9,798.84	\$8,500.00	\$8,500.00	\$1,071.05
26	750500590	MICHAEL DEHN	25 2ND ST W	25 2ND ST W	WACONIA, MN 55387-1402	82.50	\$19,597.67	1.0	\$5,361.31	1.0	\$3,102.44	\$28,061.43	\$8,500.00	\$8,500.00	\$1,071.05
27	750500600	MARWAY PROPERTIES LLC	208 ELM ST S	17400 ERKIUM ST NW	RAMSEY, MN 55303	82.50	\$19,597.67	0.0	\$0.00	0.0	\$0.00	\$19,597.67	\$48,250.00	\$19,597.67	\$2,469.43
						1,859.83									

*Cost per FF = \$237.55 (Post-Construction Calculation)

**Based on a 4.44% Interest Rate and a 10 Year Term.

TOTALS

\$441,798.09

49.0

\$262,704.30

48.0

\$148,917.31

\$853,419.70

\$793,500.00

\$538,091.09

\$67,802.85

TOTAL FRONT FOOTAGE:

CORNER LOT CREDIT:

ASSESSMENT BASIS FRONT FOOTAGE:

NON-ASSESSABLE FRONT FOOTAGE:

ASSESSMENT FRONT FOOTAGE:

2,866.00

379.67

2,486.33

626.50

1,859.83

= Owner Information Has Changed Since the Preliminary Assessment Roll



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	5.2. Annexation — Dircks Property — 15 acre portion of PID 070300400
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-243 Approving the Joint Resolution to annex approximately 15 acres of PID #070300400.

EXPLANATION OF AGENDA ITEM:

BACKGROUND

The Dircks family and the City of Waconia have entered into a purchase agreement for approximately 15 acres of PID# 070300400. The parties have agreed that annexation of the property will be required to split the land from the existing parcel. The remnant parcel will remain in the township and be retained by the Dircks and the new parcel will be annexed into the City Limits and owned by the City of Waconia. The land proposed for annexation, owned by DIRCKS D AND CATHERINE TTEE OF TRUSTS, is described and illustrated in the Survey and Lot Split Exhibit, attached to this report. The afore-mentioned property is currently located in Laketown Township, Minnesota.

The procedure for approving an annexation by joint resolution requires the following actions and is summarized below:

1. A petition to annex is submitted to the City by the owner of the property requesting annexation into the City.
2. A municipality by joint resolution with a township may designate an unincorporated area as in need of orderly annexation.
3. The City must hold a public hearing and give 10 days' notice of the intent to include property in an orderly annexation area must be published in a newspaper of general circulation in both the township and municipality.
4. The Council, upon a review of the information, may adopt the joint resolution designating the area as being appropriate for annexation, approving the annexation request and file said approval with the Chief Administrative Law Judge, the Township, the County Auditor and the Secretary of State upon approval.
5. The annexation is final on the date the request is approved by the Chief Administrative Law Judge.

Upon agreement with the Dircks family, staff have completed the necessary public hearing requirements. A public notice was published in the Waconia Patriot on October 9th, 2025.

Laketown Township approved the Orderly Annexation Joint Resolution at their regular meeting on October 13th, 2025.

RECOMMENDATION

Staff recommends approval of the proposed annexation request. Upon approval by the City Council this item will be forwarded to the State for final approval.

ATTACHMENTS:

1. Resolution No. 2025-243 Water Treatment Annexation
2. Location Map Dircks Annexation
3. Public Hearing Notice Dircks
4. Survey and Lot Split Exhibit

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

**CITY OF WACONIA
RESOLUTION NO. 2025-243**

**LAKETOWN TOWNSHIP
RESOLUTION NO. _____**

In the Matter of the Orderly
Annexation of Certain Real Property
to the City of Waconia from
Laketown Township.
[MBAU Docket A-2205(OA)]

**JOINT RESOLUTION
STIPULATING TO AMENDMENT
OF ORDERLY ANNEXATION
AGREEMENT NO. 76-47 AND TO
ORDERLY ANNEXATION OF
PROPERTY**

**TO: Chief Administrative Law Judge
State Office of Administrative Hearings
Municipal Boundary Adjustments Unit
P.O. Box 64620
St. Paul, MN 55164-0620**

WHEREAS, a joint resolution for orderly annexation (Joint Resolution to Designate) was stipulated and agreed to by the City of Waconia (the “City”) on December 7, 1976, and Laketown Township (the “Township”) on December 20, 1976, pursuant to Minn. Stat. §414.0325 designating certain real property for annexation; and

WHEREAS, pursuant to said Joint Resolution to Designate, the City and the Township jointly request the annexation of certain real property to the City of Waconia as hereinafter described; and

WHEREAS, the area to be annexed contains approximately 15.954 acres and lies within the area stipulated for orderly annexation and adjoins the present city limits of the City of Waconia; and

WHEREAS, the area to be annexed is about to become urban or suburban in character and the City of Waconia is capable of providing the services required by the area in a reasonable time; and

WHEREAS, it is deemed appropriate and in the best interests of both the City, the Township, and the area to be annexed that such property be annexed to the City;

NOW, THEREFORE, pursuant to Minnesota Statutes §414.0325, be it **JOINTLY RESOLVED** and agreed by the City Council of the City of Waconia and the Board of Supervisors of the Township of Laketown, Carver County, Minnesota, as follows:

1. The City and the Township jointly request the Office of Administrative Hearings, Municipal Boundary Adjustment Unit (the “**Municipal Boundary Adjustment Unit**”), to issue an order annexing the following described property, which was previously designated for orderly annexation into the City:

The property to be annexed is legally described on attached **Exhibit A** and depicted as “Parcel B” on the diagram attached as **Exhibit B-2**.

2. This Joint Resolution confers jurisdiction on the chief administrative law judge over the provisions of this Joint Resolution.
3. This Joint Resolution provides for the conditions of annexation. No alterations of the stated boundaries are appropriate, and no consideration by the chief administrative law judge is necessary. The chief administrative law judge may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this resolution.
4. There will be no change in the electric service or cost resulting from the annexation.
5. That for purposes of real estate taxation, if the annexation becomes effective on or before August 1 of a levy year, the City may levy on the annexed area beginning with the same levy year. If the annexation becomes effective after August 1 of a levy year, Laketown Township may continue to levy on the annexed area for that levy year, and the City of Waconia may not levy on the annexation area until the following levy year.
6. There are no special assessments assigned by the Township to the property and no debt incurred by the Township prior to the annexation and attributable to the property needs to be reimbursed.
7. Tax Reimbursement. Pursuant to Minnesota Statutes §414.036, the City and the Township acknowledge that the reimbursement for taxable property has been satisfied. The Developer and Township have agreed that a single payment will be made to the Township for the taxable property annexed by this Joint Resolution. The payment has already been made and a copy of the Township’s receipt acknowledging payment is attached as **Exhibit C** (the “Receipt”).
8. The City and Township agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in **Exhibit A** or mapping provided in **Exhibit B**, in the judgment of the Office of Administrative Hearings/Municipal Boundary Adjustment Unit, the City and Township agree to make such corrections and file any additional documentation, including new exhibits making the corrections requested or required by the Office of Administrative Hearings/Municipal Boundary Adjustment Unit as necessary to make effective the annexation of the Land in accordance with the terms of this Joint Resolution.

9. This Joint Resolution is effective upon approval and adoption by both the City Council of the City of Waconia and the Board of Supervisors of the Township of Laketown.
10. The recitals above are adopted and incorporated herein as joint resolutions.

Passed and adopted by the **Board of Supervisors of the Township of Laketown** this ____ day of _____, 2025.

_____, Chairman

ATTEST: _____
_____, Clerk

Passed and adopted by the **City Council of the City of Waconia** this 20th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

EXHIBIT A

Legal Description of Property to be Annexed

The Southeast Quarter of the Northwest Quarter of Section 30, Township 116, Range 24, lying southerly of a line described as follows: Commencing at a point on the west line of said Southeast Quarter of Northwest Quarter a distance of 2159 feet south of the north line of Section 30; thence East parallel with the north line of said Southeast Quarter of Northwest Quarter to the east line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

EXCEPT that part taken for right of way purposes per CARVER COUNTY RIGHT OF WAY PLAT NO. 11, according to the recorded plat thereof, Carver County, Minnesota.

EXHIBIT B-1
MAP OF MUNICIPAL BOUNDARIES AND ANNEXATION AREA

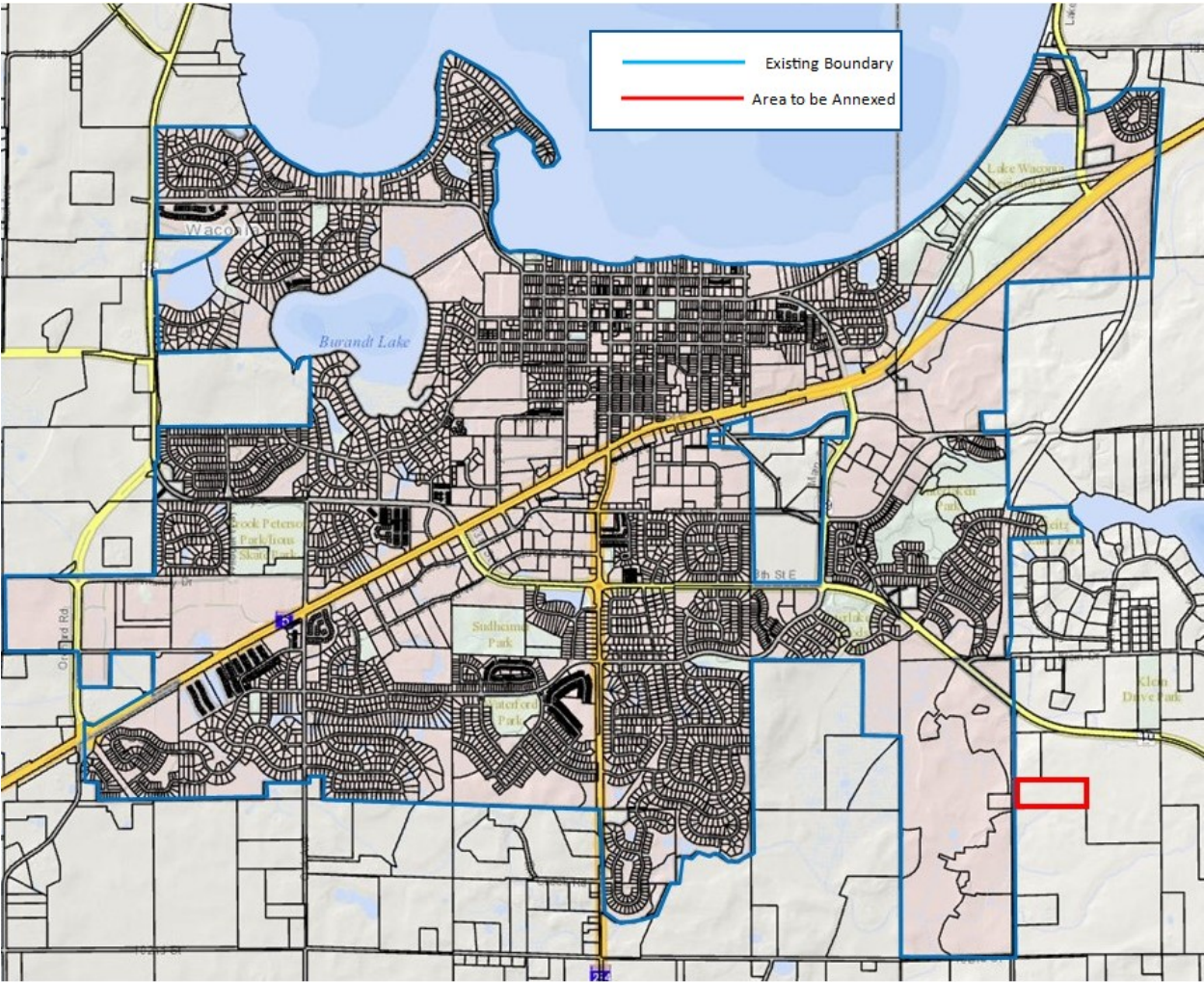


EXHIBIT B-2 AREA TO BE ANNEXED

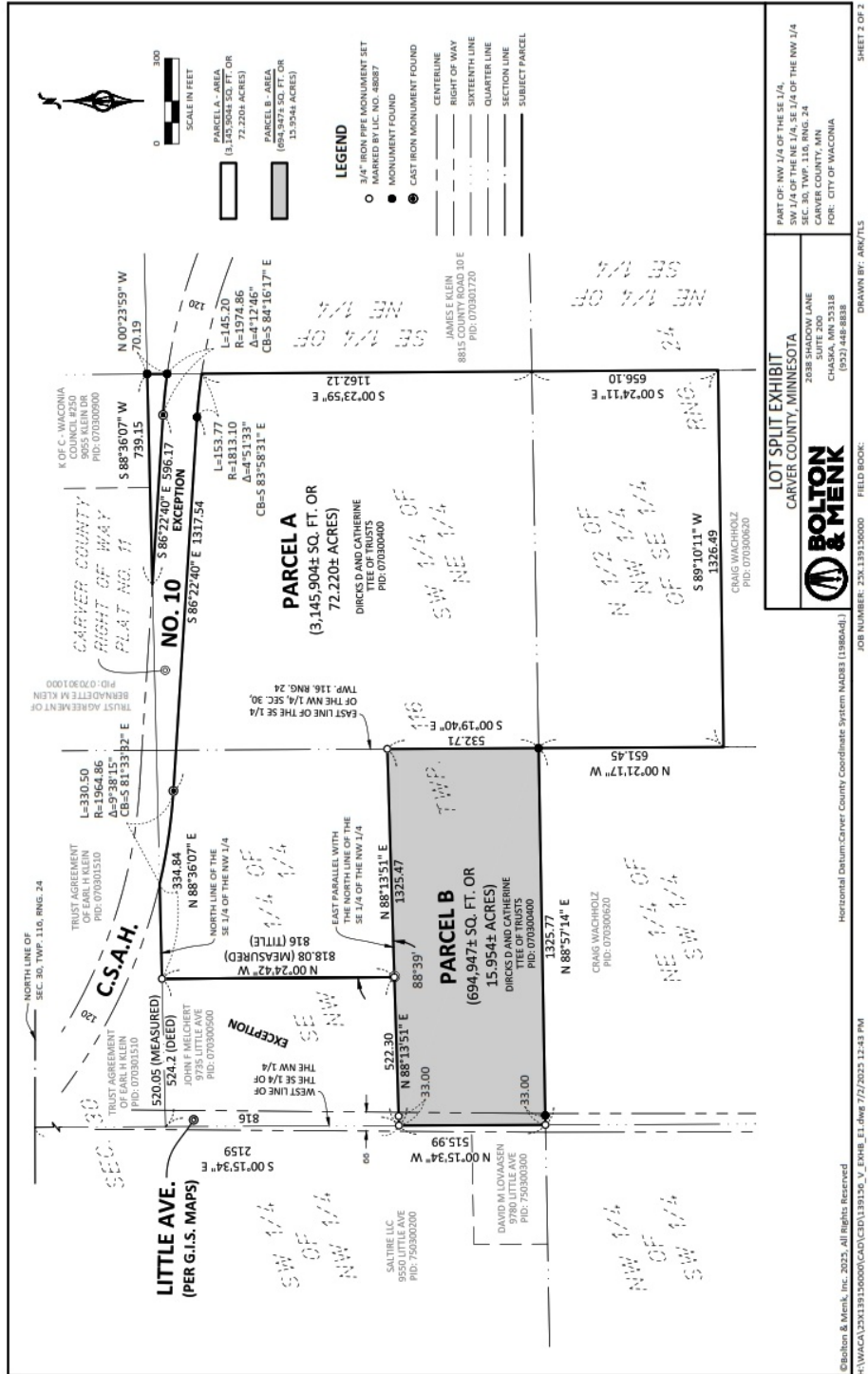


EXHIBIT C

LAKETOWN TOWNSHIP

RECEIPT FOR REIMBURSEMENT TO TOWNSHIP

FOR ANNEXATION OF TAXABLE PROPERTY

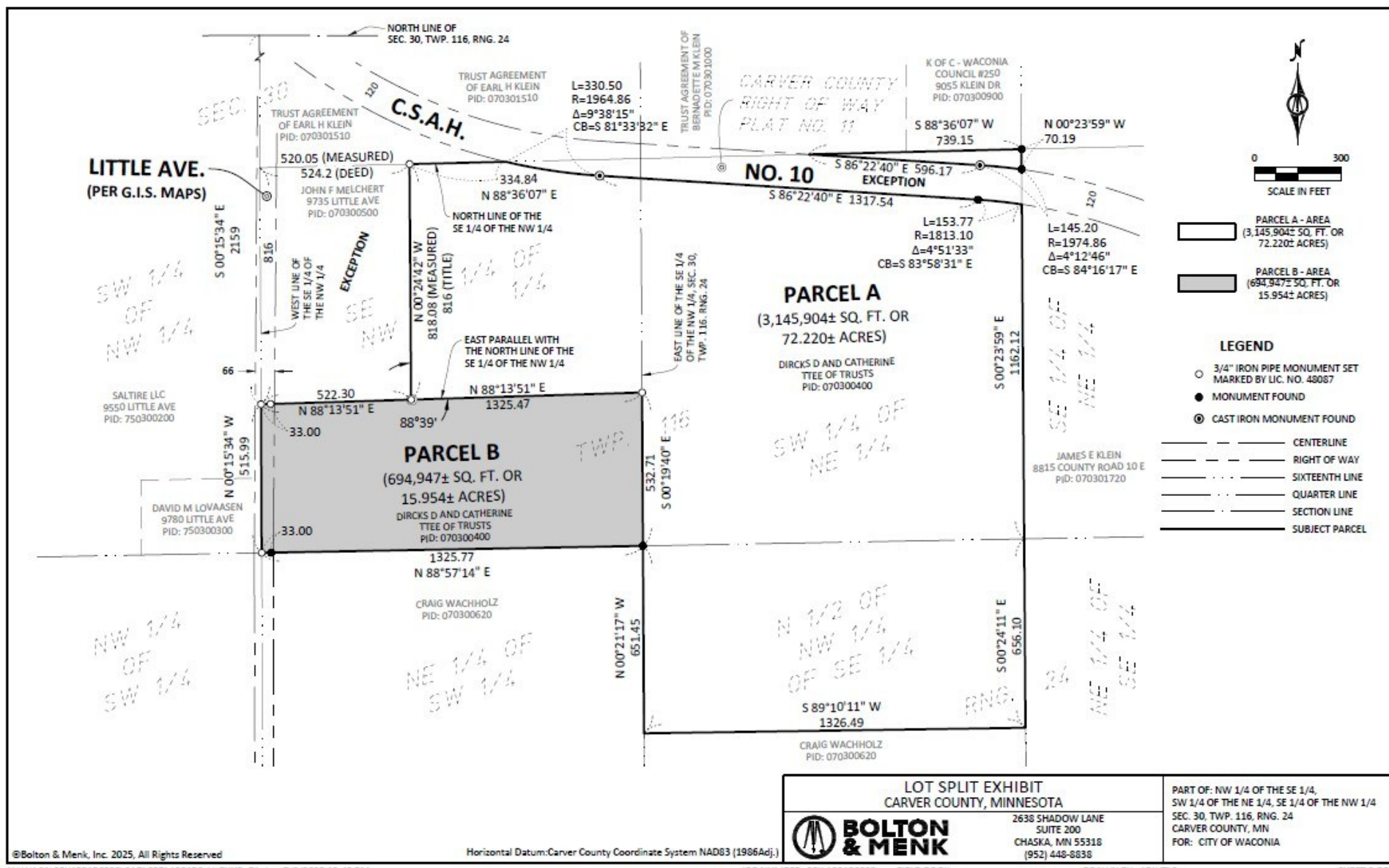
_____, 2025

Pursuant to Minnesota Statutes Section 414.036, the Township of Laketown hereby acknowledges the receipt of \$_____ as reimbursement for all of the taxable property being annexed to the City of Waconia as legally described on **Exhibit A** and as depicted on **Exhibit B** of the attached Joint Resolution and approves the annexation of such land. There are no special assessments assigned by Laketown Township to the annexed property and no debt incurred by the Township prior to the annexation attributable to the property annexed.

Laketown Township

By: _____





**NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION BY JOINT RESOLUTION OF CERTAIN
LAND INTO THE CORPORATE LIMITS OF THE CITY OF WACONIA PURSUANT TO MINNESOTA
STATUTES SECTION 414.0325, SUBD. 1B**

CITY OF WACONIA

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of the City of Waconia, Minnesota, to consider the proposed annexation by joint resolution of certain land into the corporate limits of the City of Waconia pursuant to Minnesota Statutes Section 414.0325, Subd. 1b

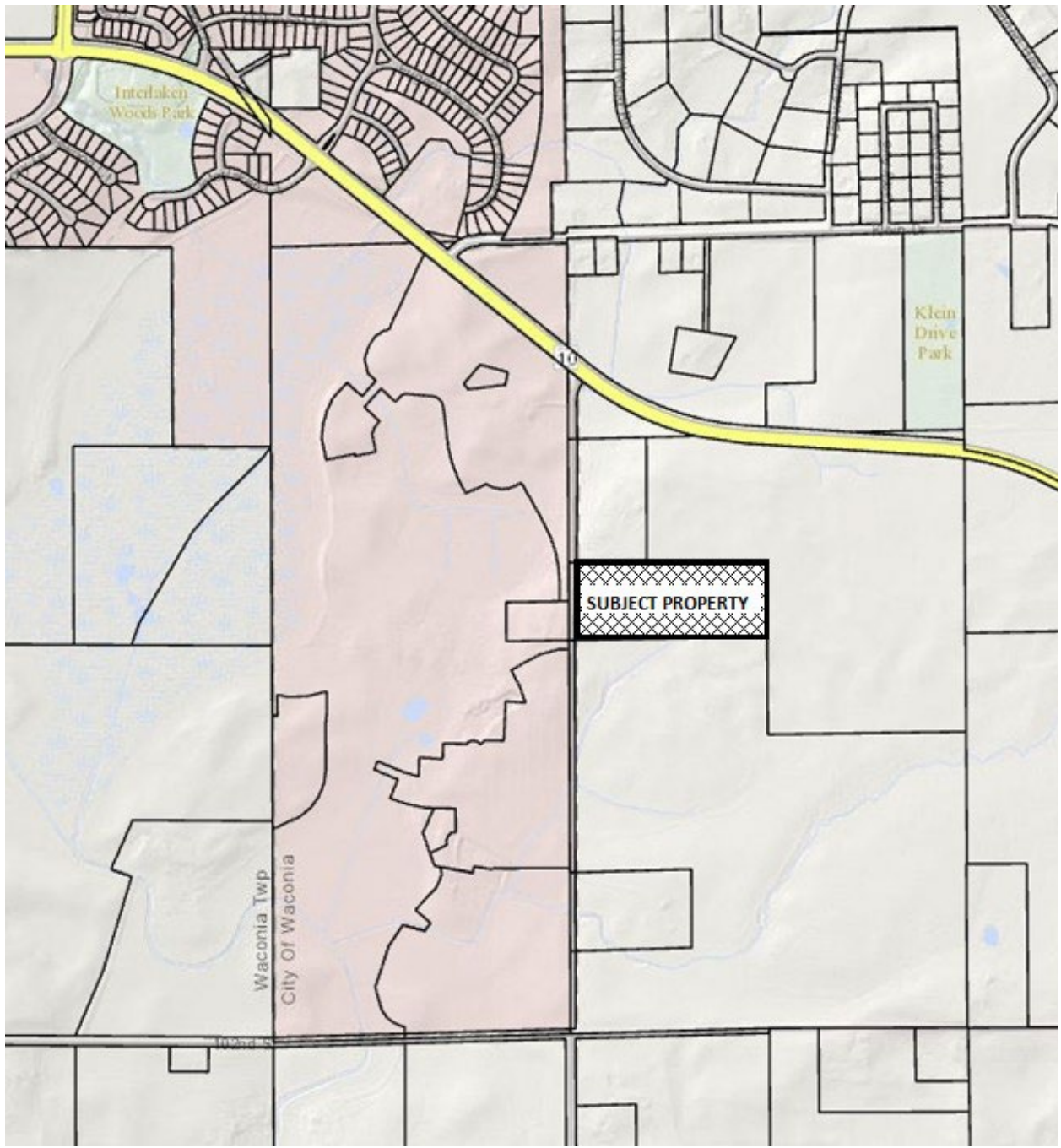
The land proposed for annexation is owned by DIRCKS D AND CATHERINE TTEE OF TRUSTS and described as an approximate 15-acre portion of PID number 070300400. The parcel is located in Laketown Township, Minnesota. The land is depicted in the cross hatched area on attached Exhibit A. Full sized Legal description available upon request.

NOTICE IS FURTHER GIVEN that such hearing will be held in the Council Chambers of the City Hall in the City of Waconia at 201 Vine Street South on **Monday, October 20, 2025, at 6 p.m.**, at which time and place the City Council, as required by law will consider the proposed annexation and shall hear all persons or parties interested in this matter.

CITY OF WACONIA

Lane Braaten, Community Development Director

Exhibit A



PROPOSED LEGAL DESCRIPTIONS

Parcel A

The North Half of the Northwest Quarter of the Southeast Quarter of Section 30, Township 116 North, Range 24 West, Carver County, Minnesota.

AND

The Southwest Quarter of the Northeast Quarter of Section 30, Township 116 North, Range 24 West, Carver County, Minnesota.

AND

The Southeast Quarter of the Northwest Quarter of Section 30, Township 116, Range 24, EXCEPTING THEREFROM that part of said Southeast Quarter of the Northwest Quarter more particularly described as follows: Commencing at a point on the west line of said Southeast Quarter of Northwest Quarter a distance of 2159 feet south of the north line of Section 30; thence East parallel with the north line of said Southeast Quarter of Northwest Quarter, a distance of 522.3 feet; thence deflect 88 degrees 39 minutes left a distance of 816 feet to said north line of Southeast Quarter of Northwest Quarter; thence West along last said north line a distance of 524.2 feet to said west line; thence South along said west line a distance of 816 feet to the point of beginning. AND EXCEPTING THEREFROM that part of said Southeast Quarter of the Northwest Quarter which lies southerly of the following described line: Commencing at a point on the west line of said Southeast Quarter of Northwest Quarter a distance of 2159 feet south of the north line of Section 30; thence East parallel with the north line of said Southeast Quarter of Northwest Quarter to the east line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

ALSO EXCEPT that part taken for right of way purposes per CARVER COUNTY RIGHT OF WAY PLAT NO. 11, according to the recorded plat thereof, Carver County, Minnesota.

Parcel B

The Southeast Quarter of the Northwest Quarter of Section 30, Township 116, Range 24, lying southerly of a line described as follows: Commencing at a point on the west line of said Southeast Quarter of Northwest Quarter a distance of 2159 feet south of the north line of Section 30; thence East parallel with the north line of said Southeast Quarter of Northwest Quarter to the east line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

EXCEPT that part taken for right of way purposes per CARVER COUNTY RIGHT OF WAY PLAT NO. 11, according to the recorded plat thereof, Carver County, Minnesota.

PARENT DESCRIPTION

(Per Title Commitment by Title Mark, LLC, issued by First American Title Insurance company, File No. 2523950, May 2, 2025 at 12:00 am)

The North Half of the Northwest Quarter of the Southeast Quarter of Section 30, Township 116 North, Range 24 West, Carver County, Minnesota.

AND

The Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 30, Township 116, Range 24, EXCEPTING THEREFROM that part of said Southeast Quarter of the Northwest Quarter more particularly described as follows: Commencing at a point on the west line of said Southeast Quarter of Northwest Quarter a distance of 2159 feet south of the north line of Section 30; thence East parallel with the north line of said Southeast Quarter of Northwest Quarter, a distance of 522.3 feet; thence deflect 88 degrees 39 minutes left a distance of 816 feet to said north line of Southeast Quarter of Northwest Quarter; thence West along last said north line a distance of 524.2 feet to said west line; thence South along said west line a distance of 816 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Timothy L. Sorenson
License Number 48087

07/02/2025
Date

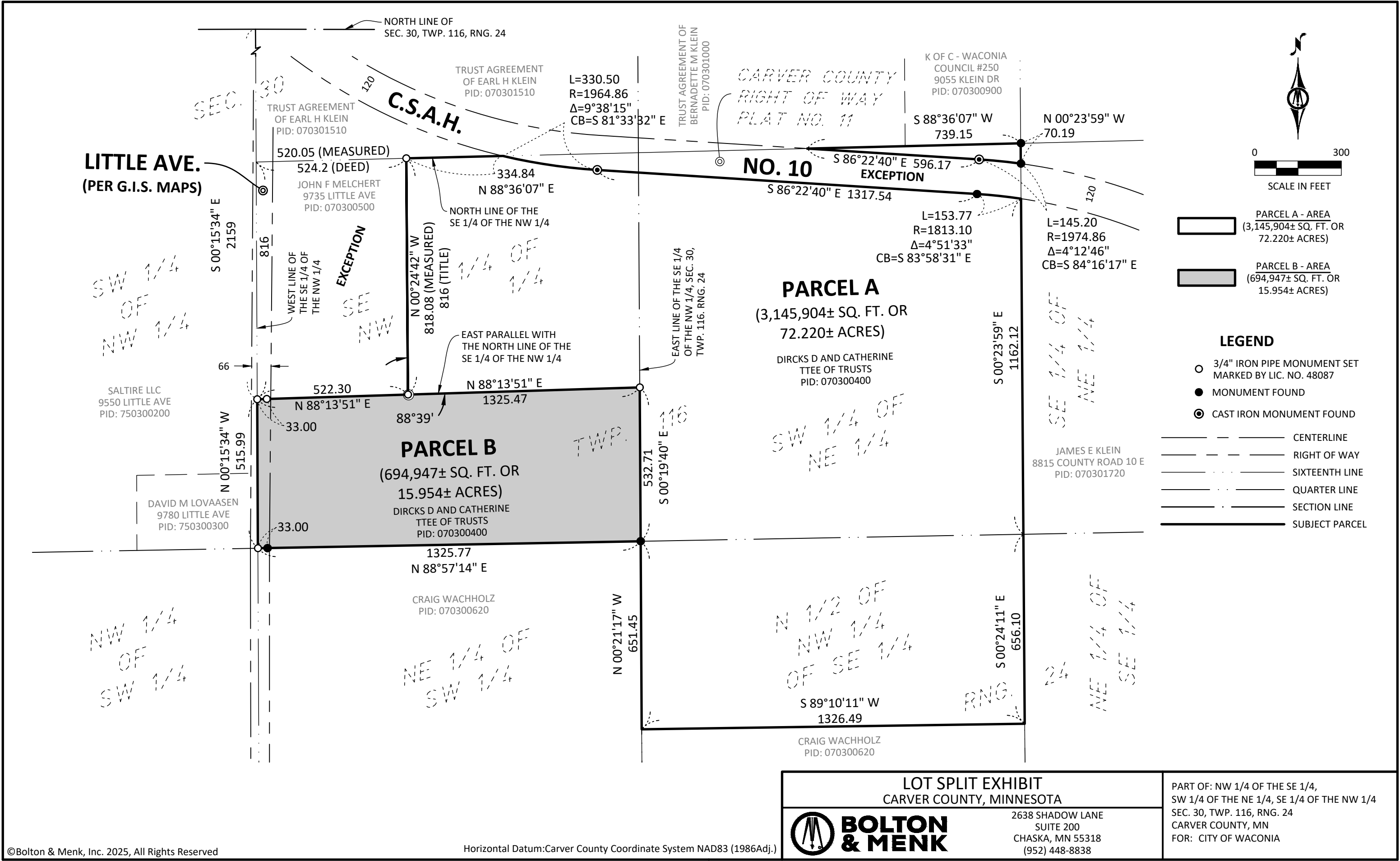
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LOT SPLIT EXHIBIT CARVER COUNTY, MINNESOTA



2638 SHADOW LANE
SUITE 200
CHASKA, MN 55318
(952) 448-8838

PART OF: NW 1/4 OF THE SE 1/4,
SW 1/4 OF THE NE 1/4, SE 1/4 OF THE NW 1/4
SEC. 30, TWP. 116, RNG. 24
CARVER COUNTY, MN
FOR: CITY OF WACONIA





REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025		
Item Name:	5.3. Certification of Delinquent Charges for Payment with Taxes Pay 2026		
Originating Dept:	Finance		
Presented By:	Nicole Meyer		
Previous Council Action:	Resolution No. 2025-223 Calling for Public Hearing on Proposed Certification of Delinquent Utility and Other Charges for Services for Payment with 2026 Taxes - Approved: September 15, 2025		
Item Type:	Regular Session		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-244 Adopting Certification of Delinquent Utility and Other Charges for Services for Payment with Taxes in 2026 EXPLANATION OF AGENDA ITEM: Under Minnesota law, the City may certify for payment with tax collections, delinquent utility accounts and other charges for services that have not been paid during the course of normal collection procedures throughout each year. A public hearing is required prior to certification of delinquent charges. Property owners have been notified of the past due amounts for goods or services that have benefited their property and have been notified of the public hearing opportunity. A list of delinquent accounts will be provided just prior to the hearing; this includes outstanding amounts paid up until the end of business on October 20, 2025. ATTACHMENTS: 1. Resolution No. 2025-244 Approving delinquent certifications 2. Certification List of Delinquent Charges			
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. 2025-244**

**RESOLUTION ADOPTING CERTIFICATION OF DELINQUENT UTILITY AND OTHER
CHARGES FOR SERVICES FOR PAYMENT WITH TAXES IN 2026**

WHEREAS, Pursuant to notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed certification with taxes for delinquent utility charges and charges for services as provided by the City, and has amended such proposed certification as it deems just:

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Waconia, Minnesota, as follows:

1. Such proposed certification, a copy of which is attached hereto and made a part hereof is hereby accepted and shall constitute the certification for payment with taxes against the lands named therein, and each track of land therein is hereby found to be benefited by the proposed certifications.
2. Such Certification shall be as follows:
 - a. The certification for payment with taxes shall be payable in one annual installment to be collectible with real estate taxes payable in 2026.
 - b. To the installment shall be added interest at the rate of six percent (6.0%) per annum on the entire principal amount of the assessment from the date of this resolution until November 30 of the year in which such installment is payable.
 - c. The owner of any property so certified may at any time prior to the certification to the County Auditor, pay the whole of the principal amount of the certification on such property with interest accrued to the date of payment to the Finance Director until November 26, 2025.
3. The Finance Director shall forthwith transmit a certified duplicate copy of this certification to the County Auditor to be extended on the tax list of the County.

Adopted by the City Council of the City of Waconia this 20th day of October, 2025.

Tim Litfin, Mayor

Attest: _____
Jacqueline Schulze, Assistant City Administrator



City of Waconia

2025 Certification List of Delinquent Utilities and Other Charges for Services

Balance Due as of 10.20.2025	Address	Property Identification Number	Receivable Type
\$251.84	264 LAKEVIEW TERRACE BOULEVARD	75.0141100	Utility Billing
\$1,717.74	264 LAKEVIEW TERRACE BOULEVARD	75.0141100	Invoice
\$289.17	424 2ND STREET WEST	75.0501060	Utility Billing
\$1,054.18	37 1ST STREET WEST	75.0501550	Utility Billing
\$220.66	1032 GOLDFINCH DRIVE	75.0610150	Utility Billing
\$174.72	313 LAKE STREET EAST	75.1000010	Utility Billing
\$225.95	1818 CLEARWATER ROAD	75.1030160	Utility Billing
\$299.32	1643 CONEY LANE	75.1040430	Utility Billing
\$743.50	520 CHERRY DRIVE	75.1190022	Invoice
\$374.41	1140 FIELDGATE ROAD	75.1300110	Utility Billing
\$296.53	1283 PINEHILL BOULEVARD	75.1310280	Utility Billing
\$257.01	1507 SERENITY LANE	75.1400140	Utility Billing
\$70.44	1479 SPINNAKER ROAD	75.2700170	Recreation
\$332.00	NOT ASSIGNED	75.2700620	Invoice
\$402.94	1655 PATRIOT LANE	75.2760220	Utility Billing
\$531.95	NOT ASSIGNED	75.2930590	Utility Billing
\$836.75	1375 FIRESIDE DRIVE	75.2940030	Invoice
\$167.21	114 BRENT DRIVE	75.2990140	Utility Billing
\$386.22	1109 ACORN WAY	75.3150210	Utility Billing
\$376.45	1515 HACKBERRY COURT	75.3220100	Utility Billing
\$509.15	1482 HICKORY LANE	75.3230340	Utility Billing
\$270.17	1381 EUGENIA WAY	75.3250300	Utility Billing
\$237.35	1381 EUGENIA WAY	75.3250300	Recreation
\$223.06	1329 RAVENWOOD CIRCLE	75.3500040	Recreation
\$457.22	1250 PARKSIDE LANE	75.3810020	Utility Billing
\$592.27	1240 CREEKSIDE DRIVE	75.3810070	Utility Billing
\$505.14	204 SANDY SHORES ROAD	75.4290010	Utility Billing
\$309.59	400 OAK STREET SOUTH	75.4400100	Utility Billing
\$512.38	2094 SILVER STREET	75.4480250	Utility Billing
\$207.60	1 SOMERSET DRIVE	75.4550010	Utility Billing
\$317.29	15 SOMERSET DRIVE	75.4550060	Utility Billing
\$743.50	10620 10TH STREET WEST	75.4650040	Invoice
\$1,142.48	415 PRAIRIE ROSE LANE	75.4731180	Utility Billing
\$228.29	1645 LAKERIDGE WAY	75.4920450	Utility Billing
\$263.02	40 5TH STREET EAST	75.5000300	Utility Billing
\$711.27	441 PINE STREET SOUTH	75.5000400	Utility Billing
\$2,042.50	880 MARKETPLACE DRIVE	75.5040090	Invoice
\$20.83	1421 WHITECAP LANE	75.5050580	Recreation
\$738.35	1683 SAINT GEORGE STREET	75.5240410	Utility Billing
\$62.55	708 GORHAM WAY	75.5360380	Utility Billing
\$264.43	121 FOREST COURT	75.5840160	Utility Billing
\$19,367.43	TOTAL DELINQUENT CHARGES		



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025		
Item Name:	7.1. Southern Valley Alliance - Domestic Violence Awareness Month		
Originating Dept:	Administration		
Presented By:	Shane Fineran		
Previous Council Action:	None		
Item Type:	Discussion		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Mayor to read Proclamation into record.			
EXPLANATION OF AGENDA ITEM: By declaring October 2025 as Domestic Violence Awareness month, the Council raises awareness in the community of domestic violence, supporting survivors, educating the community about signs and resources, and promoting prevention and social change.			
ATTACHMENTS: 1. Proclamation Domestic Violence Awareness Month			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Budget Information: ☐ Budgeted ☐ Non-Budgeted ☐ Amendment Required		Planning Commission: Park Board: Personnel Committee: Other:	



PROCLAMATION

Declaring October 2025 Domestic Violence Awareness Month in the City of Waconia

WHEREAS: October is recognized as Domestic Violence Awareness Month to end domestic violence. To remain silent is to participate. When we prevent domestic violence, we promote safety within our families. Violence and abuse in family relationships have negative effects that go far beyond the couple/family involved. It puts stress on their children, their extended family, their friends and their neighbors.; and

WHEREAS: Nearly 20 people per minute are victims of domestic violence by a domestic partner in the United States, 10 million women and men per year. One in three women and one in four men have experienced some form of physical violence by an intimate partner within their lifetime; and

WHEREAS: One in five women and one in seven men have experienced severe physical violence by an intimate partner in their lifetime. Intimate partner violence accounts for 15% of all violent crimes. In domestic violence homicides, women are six times more likely be killed when there is a gun in the house.

WHEREAS: Three to ten million children are witness to domestic violence in their homes, and research has shown children who witness domestic violence and do not get help are more likely to become victims or perpetrators of future abuse.

NOW, THEREOFRE, I, Tim Litfin, Mayor of Waconia, do hereby proclaim October as Domestic Violence Awareness Month in the City of Waconia.

Tim Litfin, Mayor

Shane Fineran, City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 20, 2025	
Item Name: 7.2. District 110 Referendum - Superintendent Brian Gersich	
Originating Dept: Administration	
Presented By:	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Discussion	
EXPLANATION OF AGENDA ITEM: Independent School District #110 Superintendent Brian Gersich will provide an update on the Levy Referendum.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 20, 2025	
Item Name: 8.1. City Council Minutes October 6, 2025	
Originating Dept: Administration	
Presented By: Sue Schwalbe	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve the October 6, 2025, City Council Minutes	
EXPLANATION OF AGENDA ITEM: Approve the October 6, 2025, City Council Minutes	
ATTACHMENTS: 1. Council Minutes 10-06-2025	
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
OCTOBER 6, 2025**

1. CALL MEETING TO ORDER AND ROLL CALL

Mayor Litfin called the City of Waconia October 6, 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 Siddons.

MOTION CARRIED.

5. PUBLIC HEARING

None.

6. OPEN FORUM

The Mayor instructed the public regarding the open forum.

Terrance Binstock, 1313 Beachcomber Blvd, expressed concerns regarding vehicle speeds on Waconia Parkway North, specifically between County Road 10 and Main Street. He noted that continued residential and business development to the west and south of Waconia has resulted in a substantial increase in traffic volume along this corridor. Mr. Binstock stated that the current speed limits on the approximately 1.5-mile stretch of Waconia Parkway North—set at 50, 45, and 30 miles per hour in half-mile increments—create unsafe driving conditions. There are nine intersections requiring left turns off Waconia Parkway North, yet no designated turn lanes exist. As a result, vehicles frequently stop abruptly behind others turning left or maneuver around them, increasing the risk of collisions. He further noted that with higher travel speeds, drivers are often unable to stop safely for pedestrians in the crosswalks. Petitions have been submitted requesting that the 45- and 50-mile-per-hour segments be reduced to a consistent speed limit of 35 miles per

hour along the full corridor.

Susie Morton-Herges, 1421 Whitecap Lane, a resident of the Waconia Landings neighborhood who moved to Waconia ten years ago, expressed concerns regarding pedestrian safety when crossing from the lakeside to the walkway. She noted that it is very dangerous, as vehicles often fail to stop for pedestrians at the crosswalk, and both children on bicycles and pedestrians frequently proceed through without caution. With the current speed limit set at 50 miles per hour, drivers do not have sufficient time to stop for those attempting to cross. Ms. Morton-Herges also observed that while the speed limit near Sugarbush Park is 50 miles per hour, other parks in Waconia have significantly lower limits, and she requested greater consistency in speed limits throughout the City.

Jon Mord, 1103 Primrose, stated that as a Waconia resident who frequently walks along the sidewalk, pedestrians are only three to four feet from passing vehicles, creating an extremely dangerous situation. Mr. Mord noted that he avoids using the crosswalk due to safety concerns and urged the Council to consider lowering the speed limits in this area.

Shane Fineran, City Administrator, explained that the City does not have independent authority to change speed limits, as speed regulations across the state are established by State Statute. As a municipal entity of the State, the City must adhere to both State Statute and the guidelines of the Minnesota Department of Transportation. Mr. Fineran noted that all cities are required to follow a formal process before any speed limit changes can occur. He also reminded residents that the results of a speed study could potentially lead to an increase in the posted speed limit if data indicates that most drivers are already traveling at higher speeds. For example, if the majority of vehicles are traveling 50 miles per hour in a 35 mile per hour zone, that may indicate drivers are comfortable at that speed, and the posted limit could be raised.

Mr. Fineran further stated that the City has an active request for a speed analysis on Waconia Parkway South, submitted more than a year ago. Additionally, the City has implemented measures to help reduce speeds by removing and re-striping fog lines to narrow the driving lanes—a proven traffic-calming method. The current lane width of 12 feet will be reduced to 11 feet to encourage slower driving speeds.

Jon Hauskaas, Public Services Director, stated that Staff is implementing several engineering controls to help reduce vehicle speeds. One proven method is lane narrowing, which encourages slower traffic. In approximately two weeks, Staff will be double-striping Waconia Parkway North and making additional safety improvements, including upgraded crosswalk signage and enhanced crosswalk lighting.

The Council agreed to wait for the results of the Waconia Parkway South speed study before determining whether an additional speed study is needed.

Lindsay Lauby, 851 Goldfinch Drive, stated her opposition to the proposed amendment to the Comprehensive Plan. She noted that the Planning Commission voted to deny the

request, as the amendment does not meet most of the required criteria. Ms. Lauby, who attended the Planning Commission meeting, reiterated the reasons she shared at that time. This evening, she discussed potential financial impacts, noting that the adjacent wetlands are highly susceptible to flooding. The pond next to the wetlands continues to experience flooding issues, and dredging and restoring the pond could cost approximately \$250,000 to \$300,000. She cautioned that this may become a significant issue if the amendment is approved. Ms. Lauby also urged the Council to follow the proper approval process, including conducting a wetland delineation and boundary approval using spring and summer soils by a certified delineator, and obtaining Local Government Unit (LGU) approval. She emphasized the need for stormwater management and runoff controls to be reviewed by Carver County and the Minnesota Pollution Control Agency (MPCA) for compliance. She concluded by expressing concern about the potential costs to the City and the importance of ensuring safety at the site.

Jesse Lauby, 8051 Goldfinch Drive. Spoke in opposition to the proposed amendment. He noted that at the September Public Hearing, the amendment was voted down by a 4–1 margin. This decision reflected not only the views of the Planning Commissioners but also the voices of many residents who attended the meeting. Both community members and Commissioners expressed strong concerns about the potential impacts on infrastructure and public safety. Mr. Lauby urged the Council to honor the Commission’s decision and the input of the community. He stated that the amendment prioritizes the interests of the land developer over the needs and values of current residents. He emphasized that the neighborhood has a unique character and charm that residents wish to preserve.

7. COMMUNITY INTEREST PRESENTATIONS

None

8. ADOPT CONSENT AGENDA

- 1) Approve the September 15, 2025, City Council Minutes**
- 2) Approve October 6, 2025 Expenditures**
- 3) Downtown Reconstruction Phase 3 Pay Request No. 5 to GMH Asphalt Corporation**
- 4) Wildcat Way Reconstruction Project Pay Request No. 1 to GMH Asphalt Corporation**
- 5) Water Treatment Facility Piping Modifications to Municipal Builders Pay Request #10**
- 6) Sterling Hills Storm Sewer Extension Project Pay Request No. 1 - Final to Minger Construction Companies, Inc.**
- 7) Test Well Drilling Contract Extension**
- 8) Approve Amended 2025-2026 Winter Maintenance Policy**
- 9) Approve Contract for Repair of Brook Peterson Park Fields 5-8**

- 10) **Material Testing Proposal with AET in Support of the Water Treatment Plant No. 4 Project**
- 11) **Approve Execution of Joint Powers Agreement with Carver County for Little Avenue (future CSAH 92) Reconstruction South of Highway 10**
- 12) **Donation and Approve Pass Thru Recommendation - Waconia Fire Relief Association**
- 13) **Sale or Disposal of Surplus Equipment**
- 14) **Request for Carver County Board to Support Regional Solicitation Application**
- 15) **Accepting Cash Donation for Holiday Lighting**
- 16) **Special Event Permit - Paws Inn Pet Parade**
- 17) **Exempt Permit for Waconia Dandy Lions**

Mayor Litfin requested the removal of
Consent Agenda #9 *Approve Contract for Repair of Brook Peterson Park Fields 508*
Consent Agenda #14 *Request for Carver County Board to Support Regional Solicitation Application*

Motion to accept the consent agenda made by Council Member Siddons, seconded by Council Member Coleman with removing Consent Agenda Items 8.9 and 8.14
MOTION CARRIED

9. COUNCIL BUSINESS

1) Comprehensive Plan Amendment - PID #755750440

Lane Braaten, Community Development Director provided the Council with a background on this agenda item. The City received a comprehensive plan amendment to re-guide the approximately 4.5 acres as low-density residential versus its current guidance of wetland and open space. After the Planning Commission public hearing, the applicant and the underlying property owner submitted additional information to clarify the request and provided additional history and context to the application. The applicant comments, property owner comments, City Engineer comments, and Carver County comments were not part of the Planning Commission decision. In 2022, the Council approved a preliminary plat for the northern portion, which was three residential parcels and the south half was left as an outlot. However, with the change of review criteria by the Met Council, this must be brought to Council again.

Motion to adopt Resolution No. 2026-240 approving the Comprehensive Plan Amendment to re-guide portion of PID #755750440 as L, Low Density Residential versus the current guidance of W/O, Wetland/Open Space made by Council Member Grengs, seconded by Council Member Siddons.

Aye: Coleman, Siddons, Grengs, Gleason

Nay: Litfin

MOTION CARRIED.

Mayor Litfin provided the reasons for the dissenting vote, citing citizens' concerns and the recommendation of the Planning Commission.

2) Approve 801 Highway 284 and Hospital Purchase Option

Shane Fineran, City Administrator, stated that the City has been in negotiations with Ridgeview Medical Center regarding the acquisition of 801 Highway 284 and the termination of the lease and sale of leased assets on the Ridgeview Medical Center hospital grounds. In 2000, the City entered into a debt payment agreement and an operating lease agreement with Ridgeview to operate the formerly City-owned hospital. As part of that agreement, the City executed a long-term lease of the hospital property, including an eventual option for Ridgeview to purchase the assets for \$1. The debt payment agreement has since been satisfied, and the only remaining relationship between the City and Ridgeview is the lease of the real property comprising the main hospital campus.

To encourage redevelopment of the 801 Highway 284 site and to support improvements to the surrounding transportation network, the City initiated negotiations with Ridgeview Medical Center for the transfer of the 801 Highway 284 property to the City in exchange for termination of the existing hospital grounds lease and ultimate transfer of that property. The City is well-positioned to leverage additional funding opportunities through various grants and economic development initiatives for the site and its future uses.

Based on the net present value of the remaining lease term, a total transaction valuation of \$5,639,061 was established. The valuation of the 801 Highway 284 property was set at \$4,100,000, with the remaining \$1,539,061—representing the net present value of the remaining lease—being paid by Ridgeview Medical Center to the City through 2030. This agreement sets in motion the anticipated closing of both property transactions in December. The 801 Highway 284 site is currently zoned B-1, Highway Commercial, and potential future uses may include commercial, office, retail, or residential development.

Motion to Adopt Resolution No. 2025-241 Approving Agreement Regarding the Hospital Purchase Option was made by Council Member Gleason, second by Council Member Grengs.

MOTION CARRIED.

10. ITEMS REMOVED FROM CONSENT AGENDA

Mayor Litfin requested Consent Agenda Item 8.9 *Approve Contract for Repair of Brook Peterson Park Fields 5-8* be removed from the consent agenda to share details of the project with Waconia residents.

Jon Haukaas, Public Services Director, explained that the contract is similar to the previous repair work completed on Brook Peterson Fields 1–4. Over more than 30 years of use, grading and regular play have caused infield materials to shift outward, creating a small

hump where the infield meets the grass. The proposed contract will utilize specialized, laser-guided equipment to remove the hump and restore a level, safer playing surface.

Mayor Litfin confirmed with staff that the condition presents a safety concern and that he was fine following Staff recommendation to hire the work out.

Motion to Adopt Resolution No. 2025-230 authorizing a contract for field repairs at Brook Peterson Park Fields 5-8 was made by Council Member Siddons, seconded by Council Member Grengs.

MOTION CARRIED.

Mayor Litfin requested Consent Agenda Item 8.14 *Request for Carver County Board to Support the Regional Solicitation Application* be removed from the content agenda as this is good news and wanted to share the good news with the residents of Waconia.

Shane Fineran, City Administrator, stated that this resolution supports a regional solicitation application for grant funding to enhance multi-use bicycle and trail facilities. The proposed project would connect Waconia Parkway North to the Dakota Rail Trail to the north. Carver County staff have indicated that Board of Commissioners approval is required to submit the Regional Solicitation grant application to the Metropolitan Council in 2026. The program can assist in funding multi-use bicycle and trail improvements along the CSAH 10 corridor, which is identified in the County's Comprehensive Plan as a future linking trail route adjacent to existing County right-of-way.

Motion to Adopt Resolution No. 2025-235 Requesting Carver County Support Application for Regional Solicitation Funds for CSAH 10 Trail made by Council Member Coleman, seconded by Council Member Gleason

MOTION CARRIED.

11. REPORTS/EMERGING ISSUES

1) Staff Reports

Justin Sorenson, Fire Chief, stated that the Fire Department hosted an open house on October 4, 2025, with 500–600 attendees and was very well received by the public.

2) Councilmember Siddons

Nothing to report

3) Councilmember Coleman

Nothing to report

4) Councilmember Gleason

Attended the CIP meeting with staff and deferred to Council Member Grengs to

provide an update.

5) Councilmember Grengs

Attended the CIP meeting with Staff and Council Member Gleason discussing and finalizing the CIP projects for 2026.

6) Mayor Litfin

Mayor Litfin — Recent Meetings and Activities

September 16, 2025 – Attended the Minnesota Transportation Alliance meeting in Washington, D.C. The purpose of the visit was to advocate for increased transportation funding with congressional leaders and U.S. Senators. Mayor Litfin said the trip was entirely paid for by the Southwest Transportation Coalition and not by the City of Waconia.

September 19, 2025 – Attended and delivered remarks at the Lakeview Clinic groundbreaking ceremony.

October 1, 2025 – Met with residents to review and monitor the progress of the new pickleball courts.

October 2, 2025 – Met with ten Waconia High School students who are developing and conducting a WHS student survey.

Note: Fall marks the beginning of the City’s budget season. Mayor Litfin encourages all residents to get involved—meet with the Mayor, Council Members, and City Staff to share feedback, comments, or concerns regarding the City’s budget and priorities.

12. ANNOUNCEMENTS

None

13. ADJOURN REGULAR MEETING

Motion to adjourn the October 6, 2025, Waconia City Council meeting at 7:15 p.m. was made by Council Member Coleman, seconded by Council Member Siddons.

WORK SESSION: 2026 ELECTION ITEMS & STRUCTURE

Tim Litfin, Mayor

ATTEST: _____

Sue Schwalbe, Administrative Specialist



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 20, 2025	
Item Name: 8.2. Approve October 20, 2025 Expenditures	
Originating Dept: Finance	
Presented By: Nicole Meyer	
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Approve October 20, 2025 Expenditures	
EXPLANATION OF AGENDA ITEM: Attached are the claim and disbursements registers for the City of Waconia as of October 20, 2025. Payments are made to vendors via check, electronic payment, and through the City's purchasing card program.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
_____ Budgeted	Personnel Committee:
_____ Non-Budgeted	Other:
_____ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025		
Item Name:	8.3. Safari Island Community Center Expenditures from Sports Facilities Companies Incurred September 2025		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Safari Island Community Center Expendures from Sports Facilities Companies Incurred September 2025			
EXPLANATION OF AGENDA ITEM: Sports Facilities Companies has provided the attached report for expenditures paid in September 2025. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Safari Island Community Center.			
ATTACHMENTS: None			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		Planning Commission: _____ Park Board: _____ Personnel Committee: _____ Other: More sample text. _____	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	8.4. Ice Arena Expenditures from Sports Facilities Companies Incurred September 2025
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action: None	
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to Approve Ice Arena Expenditures from Sports Facilities Companies Incurred September 2025	
EXPLANATION OF AGENDA ITEM: Sports Facilities Companies has provided the attached report for expenditures paid in September 2025. Per the City's contract with Sports Facilities Companies, these expenditures are paid by Sports Facilities Companies for the City's operation of the Waconia Ice Arena.	
ATTACHMENTS: None	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025		
Item Name:	8.5. Contractor Pay Request - 2025 Street Improvements Project (Mill & Overlay) to GMH Asphalt Corporation #1		
Originating Dept:	Finance		
Presented By:	Amanda Ortloff		
Previous Council Action:	Resolution No. 2025-189 Accepting Bids and Awarding Contract for the 2025 Infrastructure Improvement Project - Mill & Overlay CIP Project No. 131 Resolution No. 2025-123 Authorizing the Preparation of Plans and Specifications and Authorizing Advertisement for Bids of the 2025 Pavement Management Plan Mill and Overlay Project CIP 131		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve 2025 Street Improvements Project Pay Request No. 1 to GMH Asphalt Corporation EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the 2025 Street Improvements Project and recommends payment of \$329,112.47 to GMH Asphalt, Inc. based on the engineering request for payment. This payment represents approximately 58% of the total approved contract for the project. ATTACHMENTS: 1. 2025 Mill & Overlay Pay Request #1 to GMH Asphalt			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: PIR Budget Information: ☒ Budgeted _____ Non-Budgeted _____ Amendment Required		Planning Commission:	
		Park Board:	
		Personnel Committee:	
		Other:	



**BOLTON
& MENK**

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2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

October 13, 2025

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

**RE: 2025 Street Improvements Project
Payment Request No. 1**

Dear Mrs. Meyer:

Enclosed please find Payment Request No. 1 for work completed through 9/27/2025 on the above-referenced project. The work completed includes payment for mobilization, traffic control, removals, curb and gutter, paving, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$329,112.47** to GMH Asphalt, Inc. 100% of this requested payment is for the street system.

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST**2025 STREET IMPROVEMENTS****BOLTON
& MENK**

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DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -**BMI PROJECT NO. 25X.138538**

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$571,631.22
TOTAL, COMPLETED WORK TO DATE	\$346,434.18
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$346,434.18
RETAINED PERCENTAGE (5.0%)	\$17,321.71
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$329,112.47
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$329,112.47

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

Erica Johnson
Name Title

Date

10.9.2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318**

By

Ryan R Johnson

, CONSULTING ENGINEER

10/9/2025

Date

APPROVED FOR PAYMENT:**OWNER:**

By

Name

Title

Date

And

Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	8.6. Contractor Pay Request - CSAH 10 & Waconia Parkway North Improvements to Minger Construction #4
Originating Dept:	Finance
Presented By:	Amanda Ortloff
Previous Council Action:	Resolution NO. 2024-246 Approving Plans for the CSAH 10 & Waconia Parkway North Roundabout Improvement Project and Ordering Advertisement of Bids Resolution NO. 2025-137 Award of Construction Contract for the CSAH 10 & Waconia Parkway North Roundabout Project
Item Type:	Consent
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Motion to approve CSAH 10 & Waconia Parkway North Improvements Pay Request No. 4 to Minger Construction	
EXPLANATION OF AGENDA ITEM: Staff have reviewed the contractor pay request for the CSAH 10 & Waconia Parkway North Improvements and recommends payment of \$542,858.99 based on the engineering request for payment. This payment represents approximately 82% of the total approved contract for the project.	
ATTACHMENTS: 1. Waconia Parkway North Pay Request #4 Bolton & Menk	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses: PIR, Storm Water	Planning Commission:
Budget Information:	Park Board:
☒ Budgeted	Personnel Committee:
☐ Non-Budgeted	Other:
☐ Amendment Required	



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

October 15, 2025

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

**RE: CSAH 10 & Waconia Parkway North Improvements
Pay Request No. 4**

Dear Mrs. Meyer:

Enclosed please find Pay Request No. 4 for work completed through 9/30/2025 on the above referenced project. The work completed includes payment for mobilization, storm sewer, curb and gutter, sidewalk, paving, signing, striping, seeding, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend the City make payment in the amount of **\$542,858.99** to Minger Construction Companies, Inc. Below is a total for the project as well as the estimated percent of work completed for each funding type.

Funding Group	Total Payment	Street	Storm
Waconia Pkwy North (City)	\$97,316.14	75%	25%
CSAH 10 (County)	\$127,458.28	100%	0%
CSAH 10 M&O (County)	\$318,084.57	100%	0%
TOTAL	\$542,858.99		

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

Respectfully Submitted,
Bolton & Menk, Inc.

Jake Saulsbury, P.E.

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

Enclosure

CONTRACTOR'S PAY REQUEST

CSAH 10 & WACONIA PKWY IMPROVEMENTS

**BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF WACONIA -

BMI PROJECT NO. C14.120613

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$2,670,410.18
TOTAL, COMPLETED WORK TO DATE	\$2,291,838.56
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$2,291,838.56
RETAINED PERCENTAGE (5.0%)	\$114,591.93
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$2,177,246.63
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,634,387.64
PAY CONTRACTOR AS ESTIMATE NO. 4	\$542,858.99

CERTIFICATE FOR PARTIAL PAYMENT

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

Contractor:

Minger Construction Companies Inc
620 Corporate Drive
Jordan, MN 55352

By **Cole Denver**
Name Title

Digitally signed by Cole Denver
DN: C=US, E=coled@mingerconst.com, O="Minger
Construction Co. Inc.", CN=Cole Denver
Date: 2025.10.13 08:49:41-05'00'

Date 10/13/2025

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By Ryan R Johnson, CONSULTING ENGINEER

10/13/2025

Date

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025		
Item Name:	8.7. Accepting 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. 2025-245 Accepting 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: • George & Carol Fink - \$30 With the Council's acceptance of the donation, staff will recognize the donation as revenue in the Fire Department's 2025 budget. ATTACHMENTS: 1. Resolution No. 2025-245 Cash Donations for Fire Department			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses: General Fund - Fire (101) Budget Information: ☐ Budgeted ☒ Non-Budgeted ☐ Amendment Required		Planning Commission:	
		Park Board:	
		Personnel Committee:	
		Other:	

**CITY OF WACONIA
RESOLUTION NO. 2025-245**

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

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

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

<u>Name of Donor</u>	<u>Item</u>	<u>Value</u>
George & Carol Fink	Cash	\$30

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 20th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO. 2025-246**

**RESOLUTION AUTHORIZING 2025-2026
SNOW HUALING CONTRACT WITH HENNING EXCAVATING**

WHEREAS, a quote was requested and received for the winter season Fall 2025 through Spring 2026 for trucking and snow hauling activities; and

WHEREAS, staff recommends the award of the agreement to Henning Excavating; and

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Waconia hereby authorizes the Fall 2025 through Spring 2026 Snow hauling agreement to Henning Excavating subject to the terms contained in the specifications.

Adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, City Clerk

CITY OF WACONIA
SNOW REMOVAL SPECIFICATIONS
2025-2026 Calendar Year Snow Removal Operations

Sealed quotes will be accepted by the City of Waconia for snow removal operations for a one-year term for the period of winter season. These quotes will be accepted until **11:00 a.m. on October 7th, 2025**. The outside of the quote envelope must be clearly marked in the lower left hand corner: **"SEALED QUOTE – SNOW REMOVAL"**

Quotes must be mailed or delivered to:

City of Waconia, Attention: Public Services Director, 310 Tenth Street East, Waconia, MN 55387.
You may email them to krichardson@waconiamn.gov

QUOTE PROPOSAL

The undersigned, Henning Excavating, as provider of the quote, proposes and agrees to furnish all
(Name of Individual or Firm)

labor and trucks to assist in snow removal from the streets of the City of Waconia during the winter seasons of Fall 2024 & Spring of 2025, under the following conditions:

1. Snow removal operations will commence within 12 hours of notification by designated representative of the City of Waconia.
2. Snow removal is to occur during the hours designated by representatives of the City of Waconia.
3. Hours of operation will be turned into Public Services Director or his designee for payment. City supplied invoice will be e-mailed to awarded contractor for verification of hours with payment to follow upon City Council approval.
4. Payments of service will be approved by City Council on either the First Monday, or Third Monday of the Month.

EQUIPMENT: The provider of this quote shall list and describe the equipment to be used in the snow removal operations:

***Note: You must have a minimum of a tandem truck or larger. The City will work with the awarded Contractor on the number of truck necessary based upon Municipal Streets added to its Street or Sidewalk Systems. In this situation, more than one vendor, or hauler may be awarded.**

Minimum; Tandem Axel Dump Trucks Units Available 6 Cost per hour \$135.00 Min Hrs.

QUOTE PROPOSAL:

Those providing quotes shall list their best competitive price for snow removal operations in a "per hour" form, and, as an option, in another form, if desired.

The City of Waconia, at its option, may use its own trucks, operation(s) or other City owned or rented equipment for removal of snow. Any use of subcontractors by the quote winner requires prior written approval by the City of Waconia.

Those providing quotes must provide evidence of having public liability insurance in the amount of at least \$1,000,000 for injury, including accidental death to any person, in the amount of not less than \$600,000 for any one accident, property damage in the amount of not less than \$300,000, and proof of workers' compensation insurance in the amount prescribed by State Statute Chapter 176, saving harmless the City of Waconia, its officers, employees and authorized agents against any costs, disbursements or expenses of defending the same, arising out of or by reason of improper performance or compliance with applicable City ordinances.

It is further agreed that should the insurance coverage provided prove inadequate in amount, the quote winner shall indemnify and save harmless the City of Waconia, its officers, employees or agents.

The quote winner shall provide a performance bond to the City in the amount of not less than \$2,500 to insure against damage by the quote winner, its employees or subcontractors, to any City owned or controlled property, including street surfacing materials and curbing and gutters, sewer manholes and covers, water valves and boxes.

It is understood and agreed that this proposal may not be withdrawn within thirty (30) days after the quote closing date and that the City reserves the right to reject any and all quotes and to waive any informalities in the quotes or specifications.

QUOTE WINNER SHALL NOT BE PAID FOR "DOWN TIME" OR "BREAK TIME". STREET SUPERVISOR WILL CHECK TIME AND NUMBER OF UNITS USED.

Date: Oct 6 - 2025

Name of Company: Henning Excavating

Phone #: 612-719-0736

Signature of Representative: Dennis Henning

Address: 17510 62nd Street

City: New Germany

State: Mn. Zip: 55367



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 20, 2025
Item Name:		8.9. Towing and Impound Services Agreement
Originating Dept:		Public Services
Presented By:		Mike Dressel
Previous Council Action:		
Item Type:	Consent	
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-247 Approving Winter Towing and Impound Service Agreement EXPLANATION OF AGENDA ITEM: Staff created a Request for Proposals (RFP) for winter towing and impound services for the period of November 1, 2025, through April 1, 2026. The RFP outlined the parameters and service needs required by the City and included a worksheet to be completed and returned to staff by October 10, 2025. The request and application forms were mailed directly to four towing service providers located within a 15-mile radius of the City. One proposal was received by the deadline from R&V Service & Towing LLC, located in Mayer. R&V Service & Towing submitted a complete proposal form and all required information. The company was awarded the City's towing contract during the 2023–2024 winter season and has also provided similar services for the City of Watertown and the City of Mayer. The total minimum cost for vehicles that need to be towed is \$175. The contract with R&V Service will require that vehicles be towed and impounded at R&V's location in Mayer. Staff and the City Council review the winter maintenance and towing/impound services annually. Staff anticipates reviewing this contract again in the summer of 2026 in preparation for the 2026–2027 winter season.		
ATTACHMENTS: 1. Resolution No. 2025-247 Towing Agreement 2. Towing Agreement for 2025-2026		
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. 2025-247**

RESOLUTION APPROVING TOWING & IMPOUND SERVICE AGREEMENT

WHEREAS, the City of Waconia (the “City”) the City released a Request for Proposals for towing, impounding, and storage services which Request for Proposals is attached hereto as Exhibit A; and

WHEREAS, R & V Service and Towing LLC, a Minnesota limited liability company (“R&V”) was the only contractor to respond to the Request for Proposals, which response is attached hereto as Exhibit B; and

WHEREAS, City staff have reviewed R&V’s response and believe that the proposal is adequate to provide the services requested in the City’s Request for Proposals; and

WHEREAS, the City Council finds that R&V’s response to the Request for Proposals substantially responsive to the request for proposals, that it fulfills all essential criteria to meet the City’s needs outlined in the Request for Proposals, and that R&V is the most responsive submission to the City’s Request for Proposals; and

WHEREAS, the City Council finds the material terms of the towing service agreement, as set forth in the attached, acceptable; and

WHEREAS, the City Council further finds it is in the best interests of the City and its residents to accept R&V’s response to the City’s Request for Proposal.

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The City’s towing services agreement is awarded to R & V Service and Towing LLC of Mayer, Minnesota, subject to the terms and contingencies contained in the Towing Agreement.
3. The form of the Towing Agreement is approved, provided the City Administrator and the City Attorney are each authorized to make any revisions to the Towing Agreement on the City’s behalf that they deem necessary or desirable without seeking further approval of the City Council.
4. The Mayor and City Clerk are authorized to execute and deliver, on behalf of the City, the Towing Agreement and any other documents they deem necessary or desirable to facilitate the transactions described in this resolution. The execution of any document or instrument by such officers of the City shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.

5. The City Administrator is authorized to expend City funds to pay any costs allocated to the City under the Towing Agreement or incurred by the City to meet its obligations under the Towing Agreement.

Passed and adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

TOWING AGREEMENT

This Towing Agreement (the “**Agreement**”) is dated October 20, 2025, and is between the City of Waconia, Minnesota, a Minnesota municipal corporation located at 201 Vine Street South, Waconia, Minnesota (the “**City**”) and R & V Service & Towing LLC, , a Minnesota limited liability company located at 217 7th St. NE, Mayer, Minnesota (“**R&V**”). The City and R&V are each a “**Party**” and are, collectively, the “**Parties.**”

RECITALS

WHEREAS, the City issued the request for proposals attached as Exhibit A for towing, impounding, and storage of motor vehicles services for the period of November 1, 2025, through April 1, 2026 (the “**City's RFP**”); and

WHEREAS, in response to the City’s RFP, R&V submitted the proposal attached as Exhibit B (“**R&V’s Response to RFP**”); and

WHEREAS, pursuant to the criteria set forth in the City’s RFP, the City has determined R&V will best serve its towing, impounding and vehicle storage needs and is best suited to provide those services to the City pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Purpose and Incorporation of Recitals.** The purpose of this agreement is to set forth the terms and conditions under which R&V will provide vehicle towing, impounding, and vehicle storage services to the City. The above Recitals and the exhibits attached to this agreement are incorporated by reference as terms of the Agreement.

2. **Services.** R&V shall provide the towing, impounding, and storage of motor vehicle services specified in the City's RFP and set forth in R&V 's Response to RFP, subject to the following:

- A. **Hours.** R&V shall provide such services 24 hours per day, seven (7) days a week, on an as needed and directed basis.
- B. **Requests.** Services may be requested on behalf of the City by the City Administrator, City public works staff, the Carver County Sheriff’s Department, or their authorized representatives. R&V and its agents shall give first priority to the City's requests for services under this Agreement.
- C. **Monthly Reports.** Within 10 days after the end of each calendar month, R&V will submit a report to the City setting forth all vehicles that are currently being

stored at the City's direction and the vehicles released during the preceding month.

- D. **Performance.** R&V represents and warrants that: i) it has the training, skills, and experience necessary to provide the services required by this Agreement; ii) it holds all licenses required to perform the services; iii) it will perform the services with reasonable care and skill; and iv) while performing the service it will comply with all applicable federal, state, and local laws and ordinances. R&V is responsible for conditions within its control such as the safety of its premises, and the safety of persons and property, including the implementation of safety protocols at R&V's premises and at the site of any tow. R&V shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a vehicle towing contractor under similar circumstances. The City will not compensate R&V for additional services provided without the City's written consent.
- E. **Equipment.** R&V shall possess and maintain the equipment required by the City's RFP during the Term of this Agreement. R&V shall maintain all equipment in good repair and working order, including, but not limited to, performing all required Minnesota Department of Transportation inspections, annual vehicle inspections by an ASE Certified Automotive Technician, and regularly scheduled vehicle maintenance.
- F. **Premises and Facilities.** R&V shall maintain and use its storage and parking facilities, which are located in Mayer, Minnesota (which is within 20 miles of the City's municipal borders), or such other premises that are suitable according to the terms of R&V's Response to RFP to provide it services under this Agreement. R&V shall notify the City not less than 60 days prior to changing the location of the facilities used to provide the services under this Agreement. The City and its agents shall have access to R&V's premises at all times without cost. R&V shall post its hours of operation for release of impounded vehicles prominently on the front door or front gate of its premises.
- G. **Subcontracts Prohibited.** R&V shall not enter into any subcontracts for the services provided by R&V under this Agreement without the City's prior written consent.
- H. **Non-Exclusive.** The City reserves the right to engage the services of another towing contractor if R&V fails to appear at the site of a call for a tow from the City within 30 minutes, in case of an emergency, or for a vehicle of a kind or weight which R&V designated in R&V's Response to RFP that it does not have the capability to tow. R&V shall be responsible for the additional cost to the City for tows performed by another towing contractor provided, however, that R&V shall not be responsible for the additional costs if the vehicle to be towed

is of a kind or weight which R&V designated in R&V's Response to RFP that it does not have the capability to tow.

- I. **Independent Contractor.** R&V shall perform the services as an "independent contractor" and not an employee of the City. R&V shall have control over the manner in which the services are performed under this Agreement. Neither R&V nor its employees, agents, nor contractors shall be entitled to any benefits from the City, including, without limitation, insurance benefits, sick/vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties.

3. **Term and Termination.** This Agreement shall be effective on the date of this Agreement and shall continue, unless terminated sooner in accordance with this Agreement, until April 1, 2026, at which point the Agreement will expire (the "**Term**"). The City may terminate this Agreement for convenience at any time. Termination shall be effective upon 30 days' written notice to R&V. R&V may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within thirty (30) days of written notice. The Parties may voluntarily terminate this Agreement at any time by mutual agreement. The term of this Agreement may be extended upon the written mutual consent of the Parties for such additional period as they deem appropriate upon the same terms and conditions as herein stated. In the event of early termination, the City shall only be responsible to pay for the services satisfactorily performed by R&V to the effective date of termination, as described in the final invoice to the City.

4. **Compensation.** In exchange for the services provided under this Agreement, R&V shall be entitled to charge the owners of towed vehicle the fees stated in R&V's Response to RFP, which may not be changed, modified, altered, or amended during the Term of this Agreement. R&V agrees that the City and its departments, agents and employees will not be responsible or liable for any fees for such services performed pursuant to this Agreement. R&V agrees to assume all responsibility for any unpaid fees and charges.

5. **Personnel and Taxes.** R&V shall employ and/or contract with a sufficient number of trained personnel to provide prompt services as ordered and directed by the City during the Term of this Agreement. R&V's employees and agents shall meet the standards described in the City's RFP's "Personnel" section. R&V shall further indemnify the City against all liability and loss in connection with, and shall assume full responsibility and liability for, payment of all federal, state, and local taxes or contributions imposed or required under employment insurance, social security and income tax laws, with respect to any employee of R&V or anyone directly or indirectly employed by R&V.

6. **Right of Inspection.** R&V agrees that the City and any of its duly authorized representatives, at any time during normal business hours and as often as reasonably

necessary, shall have the right to inspect, examine, audit, verify, excerpt, and transcribe any books, records, equipment, and facilities which are pertinent to or involve the services to be performed under this Agreement.

7. **Insurance Requirements.** R&V, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. **General Liability.** R&V shall maintain Commercial General Liability Insurance in a minimum amount of \$100,000 per occurrence; \$300,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.
- B. **Fire and Property Damage.** R&V shall carry a policy of insurance that covers at least \$10,000 of fire damage and other property damage.
- C. **Automobile Liability.** R&V shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, and on-hook coverage, with a minimum combined single liability limit of \$1,000,000 per occurrence.
- D. **Garagekeepers Insurance.** R&V shall maintain Garagekeepers Legal Liability Insurance in a minimum amount of \$250,000.
- E. **Hazardous Load Insurance.** R&V shall maintain Hazardous Load Insurance if required by applicable federal and state law.
- F. **Workers' Compensation.** R&V shall maintain Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.
- G. **Additional Insurance Conditions.**
 - 1. R&V shall, prior to commencing the services and then upon request, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.
 - 2. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must be named as an additional insured on any umbrella/excess policy.
 - 3. R&V's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of R&V's performance under this Agreement.

4. R&V's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

8. **Indemnification.** To the fullest extent permitted by law, R&V agrees to defend, indemnify, and hold harmless the City, and its employees, elected officials, contractors, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of R&V's negligence or R&V's performance or failure to perform its obligations under this Agreement. R&V's indemnification obligation shall also apply to R&V's subcontractor(s), or anyone directly or indirectly employed or hired by R&V, or anyone for whose acts R&V may be liable. R&V agrees this indemnity obligation shall survive the expiration or termination of this Agreement.

9. **Dispute Resolution.** The City and R&V agree to informally negotiate all disputes related to this Agreement in good faith for a period of 15 days from the date of the notice of dispute prior to proceeding to file a lawsuit regarding the dispute.

10. **General Provisions.**

- A. **Interpretation/Amendment.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- B. **No Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not constitute a continuing waiver of such provision or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement. Nothing in this Agreement is intended to and does not in any manner operate as a waiver of the City's immunities or tort limits contained in Minnesota Statutes chapter 466.
- C. **Compliance.** The City and R&V agree to comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- D. **Assignment.** R&V may not assign this Agreement or any of its obligations under this Agreement to any other person unless written consent is obtained from the City.
- E. **Nondiscrimination.** In the hiring of employees to perform work under this Agreement, R&V shall not discriminate against any person by

reason of any characteristic or classification protected by state or federal law.

- F. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Carver County, Minnesota.
- G. **Records.** R&V shall maintain proper records of all vehicles towed, stored, released, held, junked, and destroyed. These records shall be available at all times for inspection by the City's agents and employees. R&V shall maintain the ability to receive and send electronic copies of its records.
- H. **Government Data/Privacy.** R&V agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. R&V understands that all of the data created, collected, received, stored, used, maintained or disseminated by R&V in performing those functions that the City would perform is subject to the requirements of Chapter 13, and R&V must comply with those requirements as if it were a government entity. This does not create a duty on the part of R&V to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
- I. **Audits.** Pursuant to Minn. Stat. Section 16C.05, subd. 5, R&V's books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six (6) years from the end of this Agreement.
- J. **Third Party Reliance.** This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.
- K. **Notices.** All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City of Waconia
 Attn: City Administrator
 201 Vine Street South
 Waconia, MN 55387

Notice to R&V: R & V Service & Towing LLC
 217 7th St. NE
 Mayer MN 55360

- L. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood, and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- M. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document. Signatures transmitted by fax, email, or other electronic means shall be deemed binding, delivered, and enforceable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved on the date first written above.

City of Waconia, Minnesota

By: _____
Tim Litfin, Mayor

By: _____
Jackie Schulze, Assistant City Administrator

R & V Service & Towing LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

CITY OF WACONIA, MINNESOTA REQUEST FOR PROPOSALS FOR TOWING, IMPOUNDING, AND STORAGE OF MOTOR VEHICLES

Introduction

The City of Waconia, Minnesota, is seeking proposals from qualified and experienced firms to provide 24-hour towing, impounding, and storage of motor vehicles on as needed and directed basis for the purpose of winter roadway plowing and snow storage. Services are requested for November 1, 2025, through April 1, 2026.

Proposals:

It is the intent of the City of Waconia to award a contract to the Contractor who submits the proposal deemed to best meet the needs and requirements of the City.

Proposals must be received by 12:00 p.m. (noon) Friday, October 10, 2025.

Submit proposals to: **Towing Proposal
City of Waconia
201 Vine Street South
Waconia, MN 55387**

The City of Waconia retains the right to waive any informality or irregularity in any proposal received, and to accept the proposal, which in its judgment, is in its own best interest. The award of the contract will be based upon the evaluation criteria. The City of Waconia reserves the right to reject any and all proposals.

RFP Questions and Contact:

Questions related to the RFP should be directed to:

Mike Dressel
Assistant Public Services Director
Public Services
310 East 10th St.
Waconia, MN 55387
(952) 442-5802
mdressel@waconiamn.gov

Terms and Conditions:

The following terms and conditions detail the requirements to provide 24-hour motor vehicle towing, impounding and storage services for the City of Waconia on a as needed and directed basis. Such direction is to be given by the City Administrator, City of Waconia Law Enforcement (as contracted with Carver County Sheriff's Department), City Public Service Staff or their authorized and legal representatives.

Equipment:

Contractor shall provide sufficient equipment for the operator of the towing service to be able to tow vehicles including but not limited to:

- A. Equipment capable of towing automobiles, light trucks, vans, utility vehicles, 4x4's, all-

terrain vehicles, commercial vehicles, heavy trucks, and any other vehicle, motorized or not and further equipped to control movement of the towed vehicle; and

- B. Trucks and equipment of sufficient quantity that allows the Contractor to meet the required response time regardless of season, time, date, or event; and

A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of all equipment available for use under this contract, along with size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently.

All equipment to be used by the contractor under this contract shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that equipment condition is in conformance with the terms and conditions of the specifications and the contract.

Personnel:

The Contractor performing under this contract shall assume all and full responsibility for the conduct of his/her employees. The Contractor guarantees that all the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times.

Request for service from City of Waconia staff must be given first priority by all dispatchers.

Drivers shall possess and carry a valid Minnesota driver's license commensurate with the truck they are operating and be proficient in the operation of such equipment. All drivers should operate the Contractor's equipment in a safe and prudent manner, complying with all traffic laws.

Failing to meet any or all of the requirements of this section may result in cause for terminating the contract at any time as per the conditions specified for contract termination.

Licensing:

Contractor shall obtain and maintain in effect throughout this contract, all licenses, permits and certificates as required by the State of Minnesota, Carver County, and the City of Waconia for the operation of the service required to be performed by the Contractor under this contract. The Contractor shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules, and regulations that are presently in effect or which may hereafter be adopted.

Storage Facilities:

To be considered for selection, all storage and parking lot facilities and all equipment used by the contractor under this contract must be located within a 20-mile radius of the city limits of the City of Waconia. The successful Contractor must demonstrate that their storage and parking lot facilities meet or are capable of meeting all the applicable State and local building code standards and municipal license and zoning requirements, including those relating to outdoor storage, screening, and landscaping of the City in which the facility is located. A site inspection may be part of the review process.

The Contractor will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to the Contractor or his Agent, until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.

Insurance:

Contractor shall obtain and maintain in effect throughout this contract liability, property damage and fire insurance which shall contain coverage in an amount not less than \$100,000 to any one person and not less than \$300,000 total in any one incident and not less than \$10,000 fire and property damage coverage.

Availability:

Contractor should provide towing services 24 hours per day, November 1 through April 1. Contractor should provide a telephone answering service 24 hours a day, seven days per week, for the purpose of receiving requests for service pursuant to this contract.

The Contractor must provide hours of operation for release of impounded vehicles as part of the proposal. Hours of operation must be posted in a prominent place on the front door or front gate of the facility.

Access to the storage facility shall be available to Public Services Staff or other authorized and legal representative, at all times and without costs. The City shall have the right to inspect the Contractor's equipment, storage facility and pertinent records with notice, during normal business hours.

Response Time:

Upon receipt of request for towing service by the City, Contractor shall dispatch the necessary trucks and equipment to arrive at the site so designated within the specified time, which shall not be more than thirty (30) minutes, after receipt of request. Should the Contractor fail to appear at a designated tow point within the specified time after receiving a call for a tow, the City reserves the right to call another towing service to perform the work.

If at any time it becomes necessary for the City to request the services of another towing service for the reasons detailed above, the City retains the right to hold the Contractor under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response time is due to negligence on the part of the Contractor. Such negligence might include equipment failure.

The City reserves the right to call the closest available towing company in the event of an emergency as determined by the City, regardless of any contractual relationship with the City. At the discretion of the City, response time may be altered in the event of adverse road, traffic, or weather conditions.

Contractor Services:

The Contractor agrees to provide all services required by the City of Waconia for towing, impounding, transport, and storage of vehicles. These services shall be provided in accordance with the terms of the contract.

Vehicles will not be driven at any time during the towing procedure, except as incidental to the impound process. In the event that the vehicle is without tires or has flat tires, the Contractor is to tow the vehicle without damaging the wheels and not tow any vehicle on its rims.

Vehicle Release:

All vehicles towed or impounded are to be released in accordance with procedures adopted by the Contractor. Vehicles shall not be released without proper proof of ownership. If the vehicle is to be driven from the impound lot, proof of current insurance covering the vehicle and proof of a valid driver's license by the prospective driver shall be required.

At the time of the return of the vehicle, the Contractor shall give a receipt in writing which shall state the date of such vehicle release together with the charges enumerated thereon and the purpose for which the charges were made. The receipt shall be made in one original and one copy, all of which shall be signed by the Contractor and the person to whom the vehicle release is made. The Contractor shall retain the original of the receipt and shall deliver one copy to the owner of the vehicle. The City may request a copy of the original receipt at any time.

Records:

The Contractor will be responsible for maintaining proper records of all vehicles towed, stored, released, still held, junked, and destroyed. The records are to be available at all times for inspection by authorized City officials. The contractor must have the ability to receive and send documents electronically in addition to paper copies.

Towing Charges:

The performing Contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The Contractor shall agree that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that the Contractor assumes all liability for any and all unpaid charges.

The Contractor agrees to accept as method of payment, cash, and one other method of payment such as check or credit card.

Evaluation Criteria:

The City of Waconia will evaluate all proposals received for the purposes of selecting a Contractor. The following factors, listed in relative order of importance, will be considered in making the selection:

- A. SERVICE: Response Time, Equipment, Location, Availability
- B. SECURITY/FACILITIES: Inside/Outside Storage Facility Security, Location, Procedures
- C. QUALIFICATIONS/EXPERIENCE: Staff Qualifications, Business References
- D. COSTS: Price List, Costs to Customers

The Contractor shall clearly identify any proposed deviations from the Terms and Conditions in their response to this RFP. Each exception must be clearly defined and referenced to the proper paragraph. If no exceptions are noted in the Contractor's proposal, the City will assume complete conformance and the successful Contractor will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the City will make final determination as to suitability and compliance.

Proposals submitted not meeting all requirements may be rejected.

EXHIBIT B

Submittal Requirements Worksheet

Please return this worksheet by Friday, October 10, 2025, at 12:00 p.m. (noon) to:

City of Waconia
Attn: Towing Proposal
201 Vine Street South
Waconia, MN 55387

A. SERVICE

- List the hours your facility is open to the public for release of impounded vehicles.
WEEKDAYS 8AM - 5PM
WEEKENDS 8AM - 5PM BY APPOINTMENT ONLY
- List the location and size of main storage facility and any other storage sites indicating which sites would be used to service this contract.
R&V SERVICE - 217 7TH ST NE - MAYER 55360
WE HAVE A 50' x 90' & A 55' x 58' FENCED AREA
- State guaranteed response time.
WITHIN 30 MINUTES.
OUR AVERAGE RESPONSE TIME TO WACONIA IS 20 MIN.
- Include a list of the tow trucks and equipment to be utilized under this contract. If Contractor does not presently own or lease enough tow trucks to meet the minimum number required, state what arrangements will be made.
3- WRECKER WITH DOLLIES - LIGHT DUTY
3- 21' FLATBED - UP TO 10,000 LBS WITH WHEEL LIFTS
1- 28' FLATBED WITH WHEEL LIFT - UP TO 20,000 LBS
- State the maximum weight vehicle you can tow.
20,000 LBS VEHICLE - UP TO 9.5' TALL
- Describe equipment to be used in dispatching wreckers.
WE USE TOWBOOK DISPATCHING APP WHICH SENDS CALLS DIRECTLY TO OUR DRIVERS PHONES.
- State your general release procedure. Include any other situation in which your procedure would vary from the general procedure and what your procedure would be in that situation.
THE REGISTERED OWNER MUST BE WITH TO RELEASE THE VEHICLE OR THEY HAVE TO HAVE THE OWNERS AUTHORIZATION. WE HAVE THEM SIGN A RELEASE FORM AS WELL. PAYMENT IS DUE DURING RELEASE.

WE ALSO TAKE PICTURES OF THE CAR & PRIOR DAMAGE BEFORE HOOKING UP, TO AVOID FALSE ACCUSATIONS.

- State your procedure for handling and resolving complaints from the public regarding the services you would provide under this agreement.
WE EXPLAIN THE SITUATION AND REASON WHY THE VEHICLE WAS TOWED. IF THE COMPLAINT IS BECAUSE OF OUR SERVICES, WE TRY TO UNDERSTAND THEIR CONCERNS AND CORRECT ISSUES IF NEEDED. Explain fully the methods of payment you will accept from vehicle owners. State the procedures for vehicle owners to pay your charges. OWNERS CAN PAY WITH EITHER CARD OR CASH. WE HAVE CARD PROCESSING IN OUR OFFICE AS WELL AS WITH OUR DRIVERS. THEY WILL RECEIVE A DETAILED INVOICE OF THE CHARGES AND A RECEIPT OF PAYMENT MADE.
- Explain how you will inform the public of your charges and of the procedures described in questions above. Explain how you will inform the City and the public of any procedural change. WE WILL CALL TO INFORM THE CITY OF ANY CHANGES, BUT WE DON'T FORSEE ANY CHANGES BEING MADE.

B. SECURITY/FACILITIES

- Provide number of exterior & interior storage parking spaces.
OUR FENCED LOTS CAN HOLD UP TO 35 CARS. WE ALSO HAVE PLENTY OF SPACE OUTSIDE OUR FENCED LOTS AS WELL AS A 3 BAY REPAIR SHOP THAT CAN HOLD 4 CARS.
- Describe the security features of the storage facility- fencing, lighting, cameras, access, etc.
OUR 55'x58' AND 50'x90' LOTS ARE FENCED IN. THEY HAVE BARBED WIRE AT THE TOPS AND WE HAVE LIGHTING AND WE HAVE CAMERAS.
- Explain the policies and procedures pertaining to access of vehicles you would follow under this contract. Include any other situation in which your procedure would vary from the general procedure.
WE DO NOT ACCESS THE VEHICLES UNLESS NECESSARY TO STEER THEM ONTO OUR BED OR PUT THEM IN NEUTRAL IF POSSIBLE.

C. QUALIFICATIONS/EXPERIENCE

- Provide company's legal name, address, and principal owners.
R&V SERVICE & TOWING LLC
217 7TH ST NE, MAYER, MN 55360
ZACHARY & LAUREN STIFTER
- List previous and current contracts and agencies that are considered identical or similar to the scope of work described in this contract. WE WORK WITH THE CARVER COUNTY SHERIFF'S OFFICE & STATE PATROL FOR ACCIDENTS & IMPOUNDS. WE WORKED WITH THE CITY OF WATERTOWN FOR MANY YEARS PRIOR & HAVE A CONTRACT WITH THEM AS WELL AS THE CITY OF MAYER CURRENTLY. WE ALSO WORKED WITH THE CITY OF WALONIA IN 2023. WE WORK WITH OTHER REPAIR SHOPS AND BUSINESSES FOR THEIR TOWING AS WELL.

- List subcontractors, if any, to be used in performing this service.
WE DON'T FEEL THAT WE WILL NEED TO SUBCONTRACT THIS JOB OUT UNLESS ASKED TO TOW BIGGER THAN 20,000LBS OR 10,000LBS AND TALLER THAN 9.5'.
- Evidence of insurability at required levels.
WE HAVE ON HOOK/TOWING COVERAGE, GARAGE KEEPERS INSURANCE. SEE ATTACHED CERTIFICATE OF LIABILITY.
- Include a list of references that can attest to Contractor's ethical, quality and service standards. The list shall include the complete name, address, and telephone number of each reference, with a description of his or her relationship with your firm.
 - MAYER CITY ADMIN NICK JOHNSON - (952) 457-1502
 - PSAP SUPERVISOR LINDA MULLENBACH - (320) 510-0160

D. PRICE

- Complete enclosed Price Sheet

TOWING, IMPOUNDING AND STORAGE PRICE SHEET

R & V SERVICE & TOWING
Name of Company

Towing

Tow of automobiles and other vehicles under 10,000 pounds GVW

\$ 175 - MILEAGE INCLUDED

Tow of vehicles between 10,001 and ~~26,000~~ ^{20,000} pounds GVW

\$ 185 - MILEAGE INCLUDED

Tow of vehicles over 26,000 pounds GVW

\$ N/A

Additional charge, if any, for use of dolly

\$ NONE

Additional charge, if any, for use of low-bed truck or trailer

\$ N/A

Additional charge, if any, for use of flat-bed truck

\$ NONE

Additional charge, if any, for use of winch with tow

\$ ~~100.00~~ 25 MINIMUM
475/ HALF HR.

Fuel Surcharge, if any

\$ NONE

Administrative Fees, if any

\$ 35 AFTER 48 HRS.

Storage Charges

First 1 day period: Inside storage

\$ 65

ONE DAY STORAGE Outside storage

\$ 25

MINIMUM. NEXT DAY Large vehicle storage

\$ 40

STORAGE ADDED AT MIDNIGHT.

Each additional day: Inside storage

\$ 65

Outside storage

\$ 35

Large vehicle storage

\$ 55



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025		
Item Name:	8.10. Submittal of LRIP Grant Application for TH5 Frontage Road Extension		
Originating Dept:	Public Services		
Presented By:	Jon Haukaas		
Previous Council Action:	None		
Item Type:	Consent		
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-248 Authorizing Submittal of LRIP Grant Application for TH5 Frontage Road Extension EXPLANATION OF AGENDA ITEM: The City of Waconia has been actively working on the design for the Phase 2 improvements to Trunk Highway 5 between Highway 284/Olive Street east to Main St/CSAH 59. Project layouts have been reviewed by MnDOT and right-of-way acquisition has been initiated. The 60% design has been submitted to MnDOT for review and the project is generally advancing as planned. Federal funding is secured for a 2027 construction of the project. A related project is the improvement of a TH5 Frontage Road Extension from Hartmann Drive to the existing signal on Main Street/ CSAP 59 at Village Way. MnDOT recently released a Notice of Grant Opportunity under the Local Road Improvement Program to provide funding of the capital costs to construct local road improvements associated with or impacted by trunk highway projects. The 2025 LRIP appropriation has \$47,000,000 in general obligation (GO) bonds available for this competitive grant solicitation. LRIP funds may be requested for the full construction cost of a project, up to the maximum amount of \$1,500,000, and be leveraged with other funding sources on a project. LRIP funding does not require any local match, and grants are paid on a reimbursable basis. The City's proposed TH5 Frontage Road Extension Project meets all the eligibility requirements and should score well in this competitive process. Staff recommends approval of the Resolution to allow us to complete and submit the application under this program. ATTACHMENTS: 1. Resolution No. 2025-248 LRIP Application for Waconia TH 5 Frontage Road 2. 2025 LRIP Overview			
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. 2025-248**

**RESOLUTION AUTHORIZING APPROVAL TO SUBMIT A GRANT APPLICATION
TO MNDOT'S LOCAL ROAD IMPROVEMENT PROGRAM TO SUPPORT THE
TRUNK HIGHWAY FIVE PHASE II IMPROVEMENT PROJECT**

WHEREAS, one of the City's Priorities is, "Infrastructure – managing, maintaining, and improving our current and future assets."; and

WHEREAS, federal and state transportation funding is needed to meet the infrastructure needs of our community; and

WHEREAS, MnDOT recently announced the availability of \$47 million in general obligation bonds, available for solicitation through the Local Road Improvement Program (LRIP); and

WHEREAS, the LRIP program makes available up to \$1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development; and

WHEREAS, LRIP funds cannot be spent within Trunk Highway right-of-way, a potential LRIP award will be used to construct a frontage road extension south of Trunk Highway 5, extending between Hartmann Drive and Main Street, plus needed stormwater ponding improvements; and

WHEREAS, these improvements are necessary to support planned industrial and commercial development south of Trunk Highway 5, address gaps in the local roadway system, and improve safety and access management in the highest crash rate corridor in Carver County; and

WHEREAS, the proposed frontage road extension will open up 67 acres to development south of TH 5 within the City of Waconia and generate an estimated 100-150 new jobs; and

WHEREAS, the proposed project will support the building out of the local transportation system further supporting access management and other safety improvements included in the Highway 5 Phase II Reconstruction Project planned for construction in 2027;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby authorizes submittal of a grant application for the Frontage Road Extension Project and note the City Administrator as the administrator of this future grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Waconia is committed to delivering the Frontage Road Extension Project in alignment with LRIP funding requirements and ensuring that the project's schedule is adhered to.

Adopted by the City Council of the City of Waconia this 20th day October, 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator

NOTICE OF GRANT OPPORTUNITY

**Minnesota Department of Transportation (MnDOT)
Local Road Improvement Program (LRIP) Program Grant Solicitation
2025 Solicitation Guide
State Aid for Local Transportation (SALT) Programs**

Note: This document is available in alternative formats by emailing ADArequest.dot@state.mn.us or for persons who have a hearing or speech difference by calling the Minnesota Relay Service by calling 651-602-9005 (Voice) or 651-964-1514 (Video Phone).

This grant announcement does not obligate MnDOT to award a Grant or complete the project, and MnDOT reserves the right to cancel the solicitation if it is considered to be in its best interest.

Responses to this grant announcement will be public information under the Minnesota Data Practices Act, [Minnesota Statutes Chapter 13](#).

Program Overview

IMPORTANT NOTES:

- Projects that have received legislatively selected appropriations (“earmarks”) or previous Local Road Improvement Program (LRIP) grants are not eligible for funding under this solicitation.
- Projects that will be under construction before the anticipated LRIP selection notifications of March 30, 2026 are not eligible for funding under this solicitation. Note that all projects must follow all state aid processes, including plan review and signature by the District State Aid Engineer.
- Required design standards. Work on County State Aid Highways and Municipal State Aid Streets are subject to all of the requirements in the state aid rules. For projects on county roads, municipal streets, and township roads, the District State Aid Engineer will determine the appropriate design standards in consultation with the grantee and sponsor. The design standards could be from the State Aid Rules, American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards. Applicants can contact their [District State Aid Engineer](#) to discuss design standard assumptions during the application process if desired.

MnDOT requests responses for the Local Road Improvement Program (LRIP) solicitation.

The Local Road Improvement Program (LRIP) was established by the Minnesota legislature in 2002 and is defined in [Minnesota Statute 174.52](#). The legislature appropriated \$47,000,000 in general obligation (GO) bonds (of which \$5,000,000 is designated for grants to townships) in Laws of Minnesota 2025 1st Special Session, Chapter 15, Article 1, Section 14, Subdivision 2. Depending on the number and quality of applications, we intend to select projects for counties, state aid cities, non-state aid cities, and townships including diverse populations within for the 2025 LRIP solicitation.

The LRIP provides funding for capital construction costs only – LRIP funds cannot be used for engineering, right of way, or other non-construction related costs. The statute describes three types of accounts with a specific intent for the types of local road projects that can be considered for program.

1. The Trunk Highway Corridor Account provides funds to assist in paying the local share of local road improvements that are part of trunk highway projects. For consideration under this account, all of the following conditions must be met, and a letter of support from MnDOT must be submitted.
 - i. There must be a MnDOT trunk highway project in the State Transportation Improvement Plan (STIP). The State Project number must be provided in the application under Section D1 below.
 - ii. The local entity must have cost sharing responsibility. Only those costs for local road improvements outside of the trunk highway right-of-way are eligible for LRIP funds.

Note that funds from this account are for local road improvements impacted by trunk highway projects where local entities have cost responsibility. LRIP funds cannot be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that may require local cost sharing per MnDOT’s Cost Participation Policy. All LRIP funds cannot be used for work on a trunk highway or on trunk highway right of way.

2. The Routes of Regional Significance Account provides funds for the costs of constructing or reconstructing city streets, county highways, or town roads, with statewide or regional significance.
3. The Rural Road Safety Account funds capital safety improvement projects on County State Aid Highways primarily to reduce traffic crashes, deaths, injuries, and property damages. Funds from this account are eligible for use on County State Aid Highways only.

Program Goal

The MnDOT State Aid for Local Transportation Office administers the Local Road Improvement Program with guidance from the Local Road Improvement Program Advisory Committee, as established in statute [174.52 Subd. 3](#). The process and criteria for determining eligibility and prioritizing projects for the solicitation are established in the statute [174.52 Subd. 5](#), and recommended with guidance and input from the Local Road Improvement Program Advisory Committee. Project grants are recommended for approval by the Local Road Improvement Program Advisory Committee with a program goal to provide funding assistance to local entities for construction, reconstruction, or reconditioning projects.

Solicitation Timeline

The solicitation schedule for funding is provided below.

- **Tuesday, September 16, 2025** – LRIP solicitation application period opens
- **Friday, December 12, 2025** – Deadline for applicants to submit full applications
- **By March 30, 2026** – Project selection finalized. Notification letters distributed to selected and non-selected projects

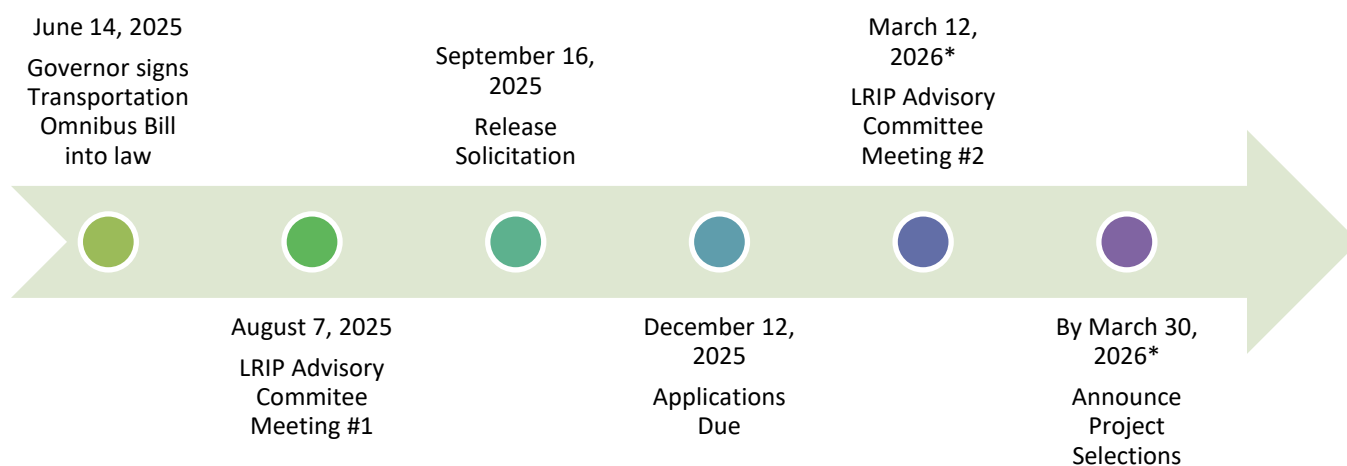
Funding Availability

From the 2025 LRIP appropriation \$47,000,000 in general obligation (GO) bonds (of which \$5,000,000 is designated for grants to townships) is available for this competitive grant solicitation. A maximum of \$1,500,000 may be requested for a project. There is no minimum amount set that must be requested.

LRIP funds may be requested for the full construction cost of a project, up to the maximum amount, or be leveraged with other funding sources on a project.

LRIP funding does not require any local match, and grants are paid on a reimbursable basis (the local entity finances 100% of the project cost up front and submits state aid pay requests for reimbursement as costs are incurred, typically on a monthly basis).

Solicitation Schedule



*Note that this schedule is subject to change depending on the number of applications submitted and review time required.

Project Requirements

Proposed projects must follow the listed requirements to be considered for grant funding:

1. Eligibility. The project must be a local road (street or highway) construction, reconstruction, or reconditioning project under one of the three accounts established in the LRIP.

Notes:

A. LRIP funds may not be used for right of way acquisition, engineering, construction administration, public or private utilities, work on trunk highways or work on trunk highway right of way, or standalone enhancement projects (landscaping, trails, sidewalks, ADA improvements, etc.).

2. Operations and Safety. Address a transportation deficiency and/or improve safety on local roads.
3. Account Specific Considerations
 - i) Trunk Highway: The project must be located on a local road owned by the local entity that is impacted by a Trunk Highway project.
 - ii) Regionally Significant. Demonstrate the regional significance of the route by being classified as a major collector or higher unless it meets one of the following criteria; a) identified in a regional plan as a farm-market artery, b) part of a 10-ton route system, c) part of an economic development plan, d) serves as a regional tourist destination, e) provides capacity

or congestion relief to a parallel trunk highway or county road, and f) is a connection to the regional system, trunk highway, or a county road.

iii) Rural Road Safety Account: The project must be located on a rural County State Aid Highway.

4. All eligible applicants must be supported by their entity board or council and other local entities impacted by the project, including project sponsor.

*Note: Cities that are not a State Aid city (populations less than 5,000) and townships must have a county sponsor and support of the County Board. **A city or township resolution in support of the project and a county board resolution for support and willingness to sponsor the project must be included in the application package.** See “Project Sponsor” section below for sponsor’s tasks.*

5. Consider availability of other funding sources.
6. Be non-controversial.

Note: Projects should have minimum problems or issues that could delay the letting and construction such as right of way acquisition, railroad, and historical impacts.

7. Expected useful life. Include permanent elements of the roadway corridor and have a minimum expected life of the project of 10 years. Maintenance type activities such as filling potholes, blading gravel roads, and ditch repairs are not eligible for LRIP.
8. High Impact. Provide letters of support from other local entities, Federally Recognized Indian Tribes, or public/private parties impacted by the improvement. For example, letters of support from area businesses regarding the impact and benefit of constructing a road to a 10-ton design standard.
9. Projects would be anticipated for construction in years **2026-2028**.

Eligible Entities

The 2025 LRIP Solicitation is available to a broad spectrum of political subdivisions. Townships and non-state aid city applicants must have a project sponsor. Note that a resolution of support is required from the applicant entity’s governing council and from the project sponsor’s governing council or board, if applicable. Additionally, resolutions of support must be submitted from all entities that will have property or right-of-way impacted by this project. Eligible applicants include:

- Counties
- State Aid and non-State Aid Cities
- Townships

Project Sponsor

Township and non-state aid city applicants require a county to sponsor their application and project. The sponsor’s tasks could include (see [State Aid Manual](#), Chapter 5.3 Section X.), but are not limited to:

- Serve as the fiscal agent on behalf of the community

- Request a State Aid Project/State Project number for the project
- Ensure the project meets milestones and dates for scheduled completion
- Assist local entity in execution of any grant agreement
- Develop, review, and approve the construction plan project
- Ensure that any required environmental documents and permits are received, and requirements are followed
- Submit plan, engineers estimate, and proposal to the District State Aid Engineer (DSAE)
- Advertise/let/award the project in accordance with state aid and/or federal aid procedures
- Submit the State Aid Pay Requests / project grant progress reports to the DSAE
- Communicate progress and updates with the DSAEs and State Aid State Programs Engineer
- Ensure that the project receives adequate supervision and inspection to ensure that project is completed in conformance with approved plans and specifications
- Assist with project close out and final contract documents
- Retain project documents in accordance with document retention schedule
- The Joint Powers Agreement between grantee and sponsor should clearly indicate who is responsible for what. See [sample agreement \(Word\)](#)

Scoring Criteria

Project selection will consider geographical distribution and distribution among jurisdictions along with other criteria, some of which include:

- The number of people that will be benefited by the project. Generally, the more people benefited by the project, the higher the score. For example, a regionally significant roadway reconstruction project for a road with 2,000 average vehicles per day would benefit the 2,000 daily users 365 days per year. Whereas a standalone culvert improvement project on a similar regionally significant road with 2,000 average vehicles per day to prevent overtopping associated with localized flooding, would benefit the 2,000 daily users perhaps 5-10 days per year. The first example project would provide greater cumulative benefit when compared to the second project.
- The critical nature of the transportation deficiency that would be eliminated by the project.
- Project readiness. Bond funds are set to expire on December 31, 2029, so we want to fund projects that have a high degree of certainty of being constructed in 2026, 2027 or 2028, with little controversy or potential for the project to be delayed or abandoned.
- Account Specific Considerations.
 - Trunk Highway: The degree to which local roads will be impacted by the Trunk Highway project.
 - Routes of Regional Significance: The degree to which a roadway is regionally significant. In general, roadways that are more regionally significant will score higher.
 - Rural Road Safety Account: The degree to which proposed improvements will address existing safety concerns on rural County State Aid Highways. Proposed projects may be identified in a County Road Safety Plan, align with elements of the Minnesota Strategic Highway Safety Plan, or have standalone benefit cost analysis.

Questions

Responders who have any questions regarding this grant program must submit questions by e-mail only to Rashmi Brewer at rashmi.brewer@state.mn.us. Questions must be submitted prior to 5:00 pm on October 15, 2025. Responses will be posted on the LRIP webpage. If responses to questions require revisions to the solicitation documents, then a revision date will be included with each new posting.

Questions on individual applications may be submitted to Rashmi Brewer prior to 5:00 pm CST on December 9, 2025. Ms. Brewer will work with individual applicants to resolve specific application-related questions.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	8.11. Steep Slope Permit — 748 Old Beach Lane
Originating Dept:	Community Development
Presented By:	Lane Braaten
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-249 approving the Steep Slope Permit application submitted by Mark LaRose for the property located at 748 Old Beach Lane.

EXPLANATION OF AGENDA ITEM:

BACKGROUND

Applicant: Mark LaRose

Property Owner: Monica Norwick

Address: 748 Old Beach Lane

PID# 754030011

Zoning: R-1, Single-Family Residential District

Special District: Shoreland Overlay District

REQUEST:

The City has received a Steep Slope Alteration Permit application from Mark LaRose (the “applicant”) to allow replacement of existing non-conforming retaining walls within a steep slope/bluff/bluff impact zone on the property located at 748 Old Beach Lane.

APPLICABLE ORDINANCE PROVISIONS:

1. Section 900.05 – District Regulations, Subd. 2.B – R-1, Single-Family Residential District
2. Section 900.06 – Supplementary Regulations, Subd. 7 – Shoreland Overlay District
3. Section 900.06 – Supplementary Regulations, Subd. 8 – Environmental Protection Regulations
4. Section 900.12 – Administration, Enforcement and Procedures, Subd. 11 – Land Alterations

DEFINITIONS:

Bluff means a topographic feature such as a hill, cliff, or embankment having all of the following characteristics:

a. Part or all of the feature is located in a shoreland area. b. The slope rises at least twenty-five (25) feet above the ordinary high water level of the waterbody. c. The grade of the slope from the toe of the bluff to a point twenty-five (25) feet or more above the ordinary high water level averages thirty (30) percent or greater. d. The slope must drain toward the waterbody. An area with an average slope of less than eighteen (18) percent over a distance of fifty (50) feet or more shall not be considered part of the bluff.

Bluff impact zone means a bluff and land located within twenty (20) feet from the top of the

bluff.

Sensitive Resource Management – The preservation and management of areas unsuitable for development in their natural stage due to constraints such as shallow soils over groundwater to bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding or occurrence of flora or fauna in the need of special protection.

Intensive Vegetation Clearing: - The complete removal of trees or shrubs in a contiguous patch, strip, row or block.

Shore Impact Zone – Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50% of the structure setback.

Shoreland – Land located within the following distances from public water; 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and, 300 feet from a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the Commissioner.

Steep Slope – Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the sites soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of these regulations. Where specific information is not available, steep slopes are lands having average slopes over 12% as measured over horizontal distances of 50 feet or more, that are not bluffs.

STEEP SLOPE ALTERATION PERMIT PROCEDURES:

The City Code requires, prior to the commencement of any development on a steep slope (or in this case a bluff/bluff impact zone), an application for a permit shall be made to the City for review and approval by the Planning Commission and City Council.

The Shoreland Overlay District states “*Local government officials must evaluate the possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, **structures or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of the public waters, assuming summer, leaf-on vegetation** (emphasis added).*”

In summary of the City Code, shoreland alterations are allowed as long as the applicant is not intensively clearing the vegetation on the steep slope, the structures on the property are reasonably screened as viewed from the water, pesticide use is minimized on the property, grading and or filling done in a way as not to detrimentally affect the lake or neighboring properties, exposure of bare ground is limited and methods to control soil erosion are put in place.

ENVIRONMENTAL PROTECTION REGULATIONS:

“Land alteration is the process of changing the existing landscape by excavating, filling, or grading... ..no land shall be altered, excavated, filled or graded and no vegetation removed without first obtaining a permit from the City.”

PLANNING CONSIDERATIONS:

1. The applicant has submitted a steep slope permit to replace the existing non-conforming retaining walls located within the bluff/bluff impact zone, which appear to have been put in place around the same time the home was built in 1991.
2. City code allows the direct replacement of existing non-conforming structures, which is what is being proposed by the property owner/applicant.
3. The existing retaining walls are starting to fail and require immediate attention to ensure the steep slope/bluff/bluff impact zone integrity is not compromised.
4. The Shoreland Alteration section of the City Code states that no intensive clearing of vegetation on a steep slope is allowed. Due to the sensitive nature of the bluff and bluff impact zone some stabilization and temporary removals will be necessary to replace the existing walls. The cleared/affected areas will be re-graded and stabilized per the erosion control plan submitted and reviewed by the City Engineer.
5. Approval of the Steep Slope Land Alteration Permit request shall also serve as approval for the grading to be done in conjunction with the proposed improvements. The grading shall be completed per the requirements stated in the City Code and as summarized below:
 - a. All operations shall be conducted within the property lines. Grading that extends over the property lines shall require easements from adjacent property owners.
 - b. Upon completion of grading operations the disturbed areas shall be restored with topsoil or other approved cover material and shall be reseeded to establish approved vegetation.
 - c. Finished grades shall not adversely affect adjacent properties.
 - d. Drainage facilities shall be provided to effectively divert or convey storm water run-off.
 - e. Provisions of effectively controlling fire, rodents, and dispersal of material by wind or by hauling to and from the site, and for general maintenance of the site shall be made.
6. City staff contacted representatives from the DNR, the Carver County Water Management Organization (CCWMO), and Carver Soil & Water (SWCD). To date, no comments have been received, but they are aware of the erosion issue and have verbally expressed an understanding that something needs to be done and have requested further information as the plans are reviewed and finalized.

RECOMMENDATION

The Planning Commission, at a special meeting on October 14th, 2025, reviewed the Steep Slope Permit application and recommended approval via a 3-0 vote.

If the City Council approves the Steep Slope Permit for 748 Old Beach Lane, the Planning

Commission and city staff would recommend the approval upon the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. All indirect costs associated with the building permit review, and final plans associated with engineering and administrative costs shall be paid by the applicant.
4. The applicant shall submit a certified wall plan signed by an engineer licensed in MN. This type of wall would require fabric, tile and granular backfill. Specifically, a building permit application is required for retaining walls at 4 ft. or greater in height.
5. The final erosion control plan shall be reviewed and approved by the City Engineer. Any further revisions requested by the City Engineer shall be incorporated in the final erosion control plan and shall be installed accordingly.
6. The landscaping plan for restoration shall be reviewed and approved by City staff and the SWCD prior to issuance of a building permit.
7. All operations shall be conducted within the property lines. Grading that extends over the property lines shall require easements from adjacent property owners.
8. Finished grades shall not adversely affect adjacent properties.
9. The applicant shall submit an As-Built survey upon completion of the project to ensure the existing non-conforming walls have not been expanded.
10. The applicant shall contact the Community Development Department for a final site inspection when all conditions of approval regarding this application have been completed.
11. The applicant shall submit a maintenance plan in association with the landscape plan to encourage the native plantings to grow and establish within the bluff and bluff impact zone. The maintenance plan shall be reviewed and approved by the SWCD.

ATTACHMENTS:

1. Resolution No. 2025-249 Steep Slope Permit
2. Location Map
3. Steep Slope Permit Application
4. Certificate of Survey
5. Applicant Statement with Retaining Wall Details
6. La Rose Steep Slope Permit Plan UPDATED
7. Images 09-26-2025

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

**CITY OF WACONIA
RESOLUTION 2025-249**

**A RESOLUTION APPROVING A STEEP SLOPE ALTERATION PERMIT
FOR 748 OLD BEACH LANE**

WHEREAS, Mark LaRose (the “**Applicant**”), has submitted a Steep Slope Permit application for the property located at 748 Old Beach Lane (the “**Property**”) pursuant to Section 900.12 of the City Zoning Code; and

WHEREAS, the subject parcel is described as PID# 754030011; and

WHEREAS, the Property was developed in 1991, which included two non-conforming retaining walls being constructed within the bluff and bluff impact zone; and

WHEREAS, the applicant has indicated that the existing retaining walls are beginning to fail, and the issue requires replacement of the existing walls; and

WHEREAS, City Code requires a Steep Slope Alteration Permit be made to the City for review and approval by the Planning Commission and City Council prior to any work commencing on a steep slope; and

WHEREAS, the Planning Commission, at their special meeting on October 14th, 2025, voted 3-0 to recommend approval of the Steep Slope Land Alteration Permit for the property located at 748 Old Beach Lane with the following conditions:

1. The proposed improvements shall be completed as approved and as conditionally revised by the Planning Commission and City Council.
2. All applicable permits are applied for by the applicant with all supporting documentation and issued prior to the start of construction.
3. All indirect costs associated with the building permit review, and final plans associated with engineering and administrative costs shall be paid by the applicant.
4. The applicant shall submit a certified wall plan signed by an engineer licensed in Minnesota. This type of wall would require fabric, tile and granular backfill. Specifically, a building permit application is required for retaining walls at 4 ft. or greater in height.
5. The final erosion control plan shall be reviewed and approved by the City Engineer. Any further revisions requested by the City Engineer shall be incorporated in the final erosion control plan and shall be installed accordingly.
6. The landscaping plan for restoration shall be reviewed and approved by City staff and the Carver County SWCD prior to issuance of a building permit.
7. All operations shall be conducted within the property lines. Grading that extends over the property lines shall require easements from adjacent property owners.
8. Finished grades shall not adversely affect adjacent properties.
9. The applicant shall submit an As-Built survey upon completion of the project to ensure the existing non-conforming retaining walls have not been expanded.
10. The applicant shall contact the Community Development Department for a final site inspection when all conditions of approval regarding this application have been completed.
11. The applicant shall submit a maintenance plan in association with the landscape plan to encourage the native plantings to grow and establish within the bluff and bluff impact zone. The maintenance plan shall be reviewed and approved by the SWCD.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the Steep Slope Alteration Permit for Mark LaRose for the property located at 748 Old Beach Lane subject to the conditions, findings and recommendations of the Waconia Planning Commission stated above.

Adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator





CITY OF WACONIA
201 South Vine Street
Waconia, MN 55387
Phone: (952) 442-2184 Ext. 2
Fax (952) 442-2135
www.waconia.org

STEEP SLOPE ALTERATION PERMIT

Prior to the commencement of any development on a steep slope (18% of greater), an application for a permit shall be made to the City for review and approval by the Planning Commission and City Council.

Shoreland Overlay Zone

Where specific information is not available, steep slopes are lands having average slopes over 12%, as measured over horizontal distances of 50 feet or more, that are not bluffs.

Present zoning classification: _____

Existing use of property: residential home

THE FOLLOWING INFORMATION MUST BE SUBMITTED IN ORDER TO PROCESS THE APPLICATION

1. The time period over which the construction will take place.
2. The mapping and description of soil types, locations and erosion potential.
3. A topographic map showing existing contours.
4. A map showing the proposed or altered topography.
5. A description of vegetation and the amount of disturbance proposed.
6. Plans showing how the steep slopes will be developed, retained, and protected.
7. Erosion control plans.
8. Payment of application fee (\$125 Residential, \$250 Non-Residential) and \$500 deposit. Additional consulting review fees may apply, such as civil engineering and legal counsel.

Applicant's Signature: _____

Date: _____

Printed Name: _____

Mark R. LaRose



CITY OF WACONIA
201 South Vine Street
Waconia, MN 55387
Phone: (952) 442-2184 Ext. 2
Fax (952) 442-2135
www.waconia.org

APPLICANT INFORMATION

1. Owner's Name: Mark LaRose
2. Address of Property: 748 Old Beach Lane, Waconia MN 55387
3. PID Number: _____
4. Legal Description: _____
5. Applicant's Name: Mark LaRose
6. Mailing Address: 748 Old Beach Lane, Waconia MN 55387
7. Daytime Phone(s): (952) 201-9580
8. Email Address: mark.larose@mchsi.com

The City will distribute copies & appropriate information to applicant via email

OFFICE USE ONLY

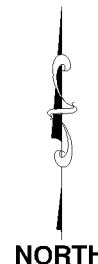
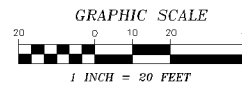
Date Received: _____

Fee: \$ _____
Receipt #: _____

PROPOSED SITE PLAN

~for~ MARK & MONICA La ROSE

~of~ 748 OLD BEACH LANE, WACONIA, MN



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES MONUMENT SET
- DENOTES EXISTING FENCE
- DENOTES BLUFF LINE
- DENOTES EXISTING CONTOURS
- DENOTES AIR CONDITIONING UNIT
- x 502.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES LIGHT POLE
- DENOTES POWER POLE
- DENOTES PROPOSED RAIN BARREL
- DENOTES METAL FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING CONTOURS
- DENOTES OVERHEAD WIRE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE

LEGAL DESCRIPTION OF RECORD

Tract A, REGISTERED LAND SURVEY NO. 108, files of Registrar of Titles. (Torrrens)

AND

That part of Government Lot 3, Section 13, Township 116, Range 25, described as follows:

Commencing at the southeasterly corner of said Tract A; Registered Land Survey No. 108; thence on an assumed bearing of North 9 degrees 17 minutes 46 seconds West, along the northwesterly line of said Tract A, 130.18 feet to the point of beginning; thence North 0 degrees 05 minutes 42 seconds West 62.54 feet, to an intersection with a line drawn parallel with and 10.0 feet northeasterly of the northwesterly line of said Tract A; thence North 9 degrees 17 minutes 46 seconds West, along said parallel line, 73 feet, more or less, to the shore line of Lake Waconia, thence southwesterly, along said shore line, 10 feet, more or less, to its intersection with the northwesterly line of said Tract A; thence South 9 degrees 17 minutes 46 seconds East, along said northeasterly line, 135 feet, more or less, to the point of beginning. (Abstract)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 06/01/20.
- Bearings shown are on an assumed datum.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.

BENCHMARK

BENCHMARK: MNDOT OSD STATION #79759
MNDOT NAME: 1002 BE
ELEVATION = 963.03 (NGVD29)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

KURT D. NELSON

Date: 10/9/2020 License No. 45356

PROPOSED IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA (MEASURED TO OHW).....	20,800± SQFT
EXISTING HOUSE AND GARAGE	3,810 SQFT
EXISTING SHED.....	67 SQFT
EXISTING PAVERS.....	50 SQFT
EXISTING RETAINING WALLS	
(ADJ. TO IMPERV. SURFACE).....	46 SQFT
EXISTING CONCRETE	2,913 SQFT
PROP. COVERED SCREEN DECK.....	92 SQFT
TOTAL IMPERVIOUS SURFACE	6,976 SQFT
PERCENT IMPERVIOUS	33.5%

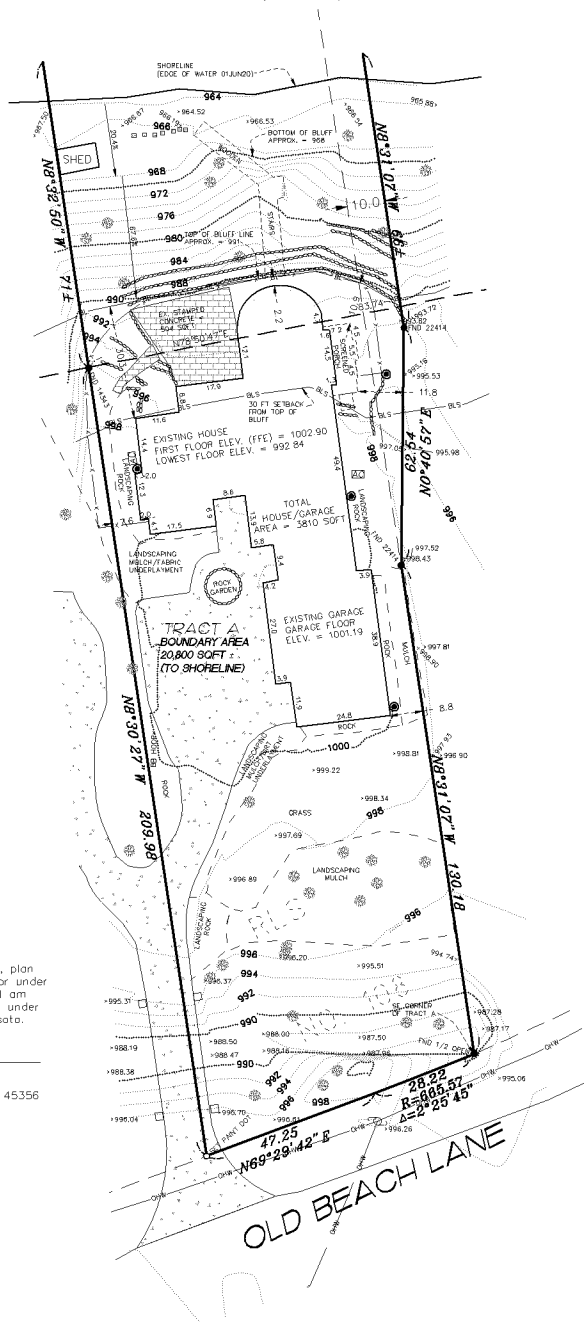


E.G. RUD & SONS, INC.

Professional Land Surveyors
990 5th Avenue SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025 Fax (320) 587-2595

LAKE WACONIA

ACCORDING TO THE MINNESOTA D.N.R.
HIGHEST KNOWN WATER ELEV.= 963.9 NGVD 29
ORDINARY HIGH WATER ELEV.= 963.1 NGVD 29
MEASURED WATER ELEV. (01JUN20) = 962.70 NGVD 29



DRAWN BY: CBS	JOB NO: 200547LS	DATE: 10/9/2020
CHECK BY: KDN	FILED CREW: CBS & BOK	
1 02JUL20	REVISION TO HARD COVER	CBS
2 02JUL20	REVISION TO HOUSE	CBS
3 10SEP20	REVISION TO HOUSE/IMPERVIOUS	CBS
NO. DATE	DESCRIPTION	BY

200547LS

September 3, 2025

TO: City of Waconia
PROPERTY: 748 Old Beach Lane
RE: Steep Slope Permit for Eroding Hillside

REQUESTED INFORMATION:

Please find below the requested information in support of our application for a Steep Slope Permit for the above-referenced property:

1) Time Period Over Which Construction Will Take Place - Construction is expected to take approximately two weeks. We anticipate the project will begin in late October or early November, depending on weather and scheduling.

2) Description of Soil Types - Preliminary shovel work indicates that the majority of the soil is sandy loam, consistent with other lakeshore properties in the area. However, subsoil conditions will not be fully known until excavation begins.

3) Topographic Map Showing Existing Contours - Please refer to the attached plan, which includes property lines, existing topographic contours, and proposed elevations with new retaining walls.

4) Description of Vegetation and Amount of Disturbance Proposed - The hillside is currently overgrown with invasive species, primarily buckthorn and poison ivy. The proposed project will disturb approximately 2,975 square feet of slope.

5) Erosion Control Plans & Steep Slope Development Strategy - Please refer to the attached plan and typical cross-section of the boulder walls we construct. Our design will maintain a 3:1 slope using a combination of boulder retaining walls (each under 4 feet in height), natural boulder outcroppings, appropriate plant material, and mulch.

EROSION CONTROL TIMELINE:

Pre-Construction:

- Install silt fence along the shoreline.
- Erosion control socks will be kept on-site and used as needed at the end of each workday to reduce runoff.

During Construction (approx. two weeks):

- Maintain shoreline silt fence.
- Utilize erosion control socks on the slope as needed during overnights and weekends to minimize erosion.

Post-Construction:

- The hillside will be covered with erosion control fabric until plantings are installed.
- After planting, the slope will be covered with double-shredded mulch to further stabilize the soil.
- Long-term erosion control will be achieved through the establishment and spread of plant roots, complemented by the structural support of boulder walls.

Please feel free to contact me directly at (651) 775-5401 or libby@boulderimages.com should you have any questions or need additional information.

Thank you for your time and consideration,
Libby Montreuil, Boulder Images, Inc.
www.boulderimages.com

SPECIALIZING IN BOULDER LANDSCAPING

Naturalistic Rock Outcroppings * Boulder Retaining Walls * Waterfalls * Rock Gardens * Stepping Stone Stairways * Firepits

September 3, 2025

TO: City of Waconia
PROPERTY: 748 Old Beach Lane
RE: Steep Slope Permit for Eroding Hillside

To Whom It May Concern:

My name is Libby Montreuil with Boulder Images Incorporated, a professional boulder retaining wall company with more than 26 years of experience building structural, long-lasting retaining walls across the metro area and beyond. Over the years, we have worked not only for thousands of residential and commercial property owners but also directly for cities, including Cottage Grove, Apple Valley, Burnsville, Rosemount, and Eagan, just to name a few — all of whom can provide references regarding our work and expertise.

We recently inspected the retaining wall at **748 Old Beach Lane** and found it to be one of the most poorly constructed walls I've seen in my 21-year career — ranking among the top three worst examples in terms of craftsmanship, structural integrity, and overall safety.

From both an in-person assessment and photographic evidence, it's clear that the wall has been failing for some time and continues to deteriorate. Key issues include:

- Severely undersized and lightweight rock material for the scale of the slope
- Lack of proper geotextile fabric behind the wall and drainage planning
- Inadequate engineering regarding both surcharge and water management
- Visible lean and shifting, with multiple boulders already displaced, and fence beginning to lean/fail
- Proximity of the wall to key structures including the patio and home

This is no longer a matter of general repair — the wall is in **emergency condition**. Continued movement poses an imminent risk to the hillside, patio, and home foundation. A proper rebuild will require heavy machinery and appropriately sized boulders, far beyond what hand-set methods can achieve. Boulder Images specializes in stabilizing high-risk slopes such as this.

We have included photos and documents outlining the current condition and our recommended solution for stabilization. Please feel free to contact me at **651-775-5401** or **libby@boulderimages.com** with any questions or for additional details.

Thank you for your time and consideration,
Libby Montreuil,
Boulder Images, Inc.
www.boulderimages.com



12545 Driftwood Lane
Apple Valley, MN 55124

boulderimages.com

Phone 651-322-7499
boulderimages.com

September 3, 2025

TO: City of Waconia
PROPERTY: 748 Old Beach Lane
RE: Steep Slope Permit for Eroding Hillside

PLANT KEY:

- A – Karl Foerster Feather Reed Grass, #1 container, 51 total
- B – Incrediball Hydrangea, #2 container size, 13 total
- C – Red Flame Grass (Miscanthus), #1 container size, 12 total
- D – Wine n' Roses Weigela, #3 container size, 3 total
- E – Little Lime Punch Hydrangea, #3 container size, 5 total
- F – Ivory Halo Dogwood, #3 container size, 1 total
- G – Existing Trees

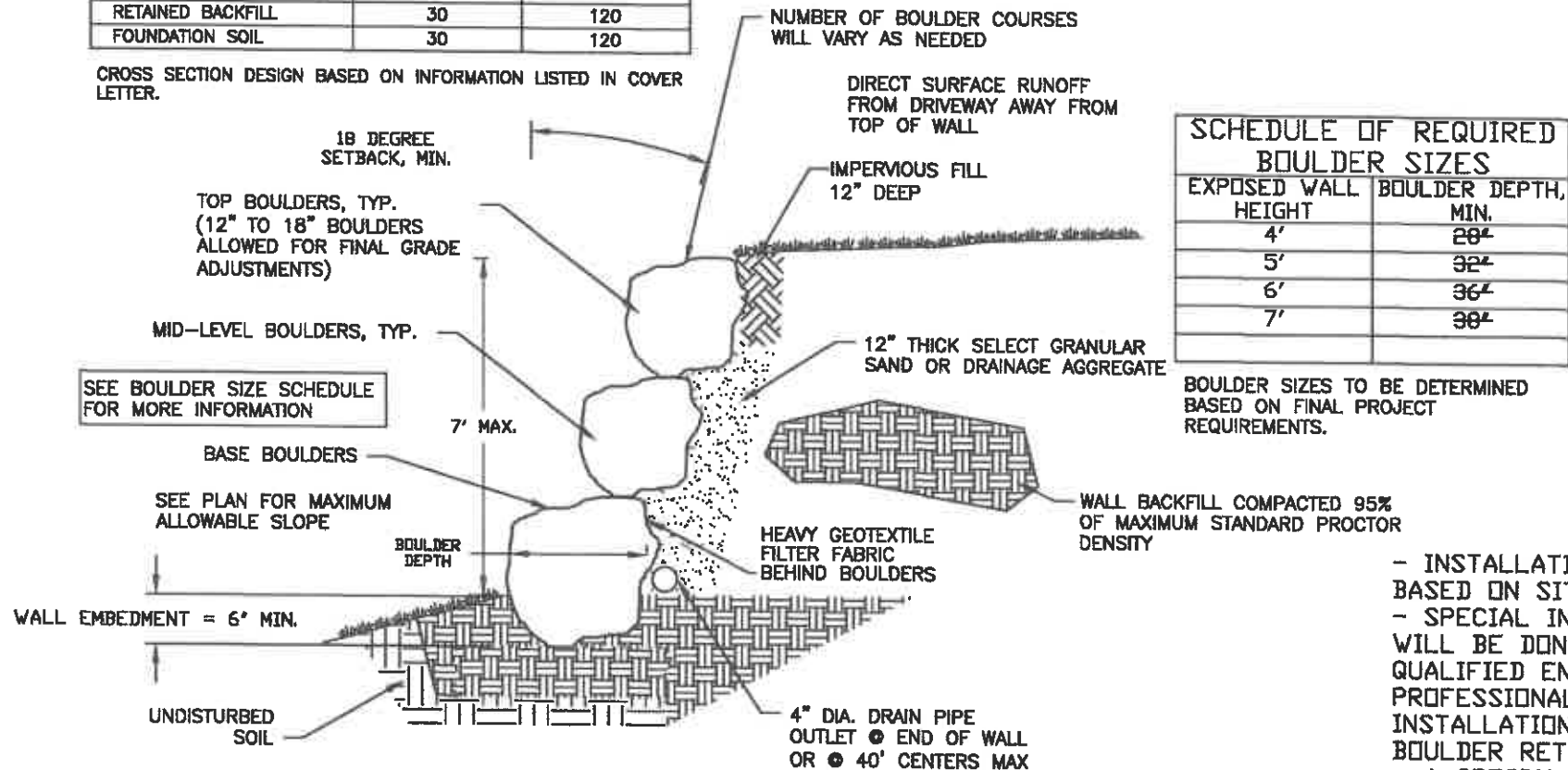
SPECIALIZING IN BOULDER LANDSCAPING

Naturalistic Rock Outcroppings * Boulder Retaining Walls * Waterfalls * Rock Gardens * Stepping Stone Stairways * Firepits

SOIL VALUES USED IN THE DESIGN OF THIS PROJECT

TYPE OF SOIL	FRICTION ANGLE (DEGREES)	UNIT WEIGHT (lb/ft ³)
REINFORCED BACKFILL	----	----
RETAINED BACKFILL	30	120
FOUNDATION SOIL	30	120

CROSS SECTION DESIGN BASED ON INFORMATION LISTED IN COVER LETTER.



SCHEDULE OF REQUIRED BOULDER SIZES

EXPOSED WALL HEIGHT	BOULDER DEPTH, MIN.
4'	28"
5'	32"
6'	36"
7'	38"

BOULDER SIZES TO BE DETERMINED BASED ON FINAL PROJECT REQUIREMENTS.

- INSTALLATION MAY VARY BASED ON SITE CONDITIONS.
- SPECIAL INSPECTIONS WILL BE DONE BY A QUALIFIED ENGINEER OR PROFESSIONAL WITH THE INSTALLATION OF THE BOULDER RETAINING WALL.
- A SPECIAL INSPECTIONS REPORT WITH AN AS-BUILT DRAWING SHALL BE SUBMITTED TO THE ROCHESTER BUILDING DEPARTMENT PRIOR TO A FINAL INSPECTION BEING SCHEDULED.

TYPICAL SECTION - 7' BOULDER RETAINING WALL (HEIGHT VARIES)

SCALE: NONE

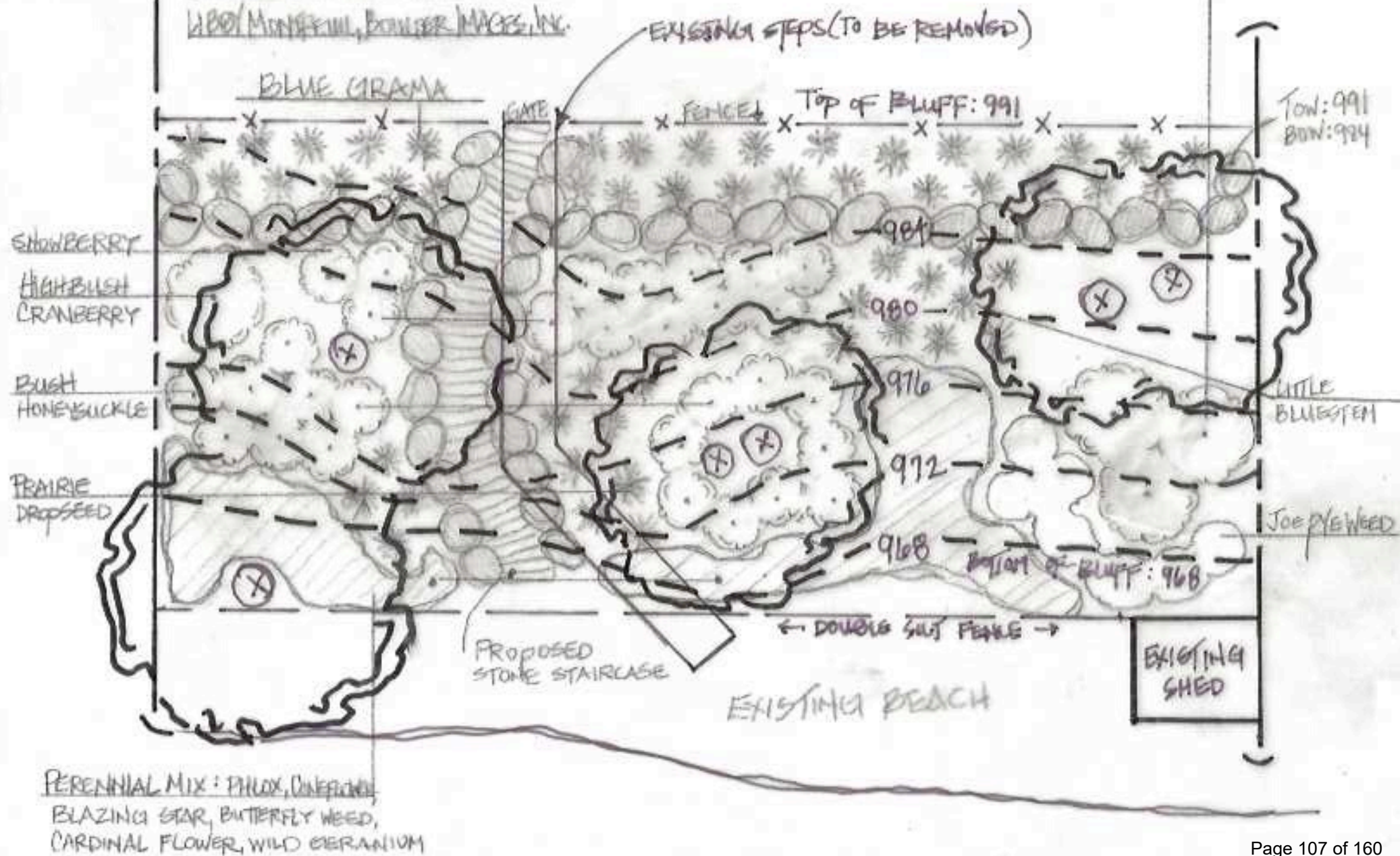
Designed By: PDS	PROJECT NAME/ LOCATION:	TYPICAL SECTION	Date: 6/24/2022
Checked By: PDS	CRITERIUM-SCHIMNOWSKI ENGINEERS	CLIENT:	Project No: 22-XXXX
Scale: AS NOTED	161 DUNBAR WAY MAHTOMEDI, MN 55115 PHONE: 651.779.7700 FAX: 651.779.7114 pschimmo@criterium-schimnowski.com	SEE NOTES ABOVE. CONTACT WALL ENGINEER FOR A FINAL DESIGN.	Drawing Name: 7-FT BOULDER WALL

LA'ROSE RESIDENCE

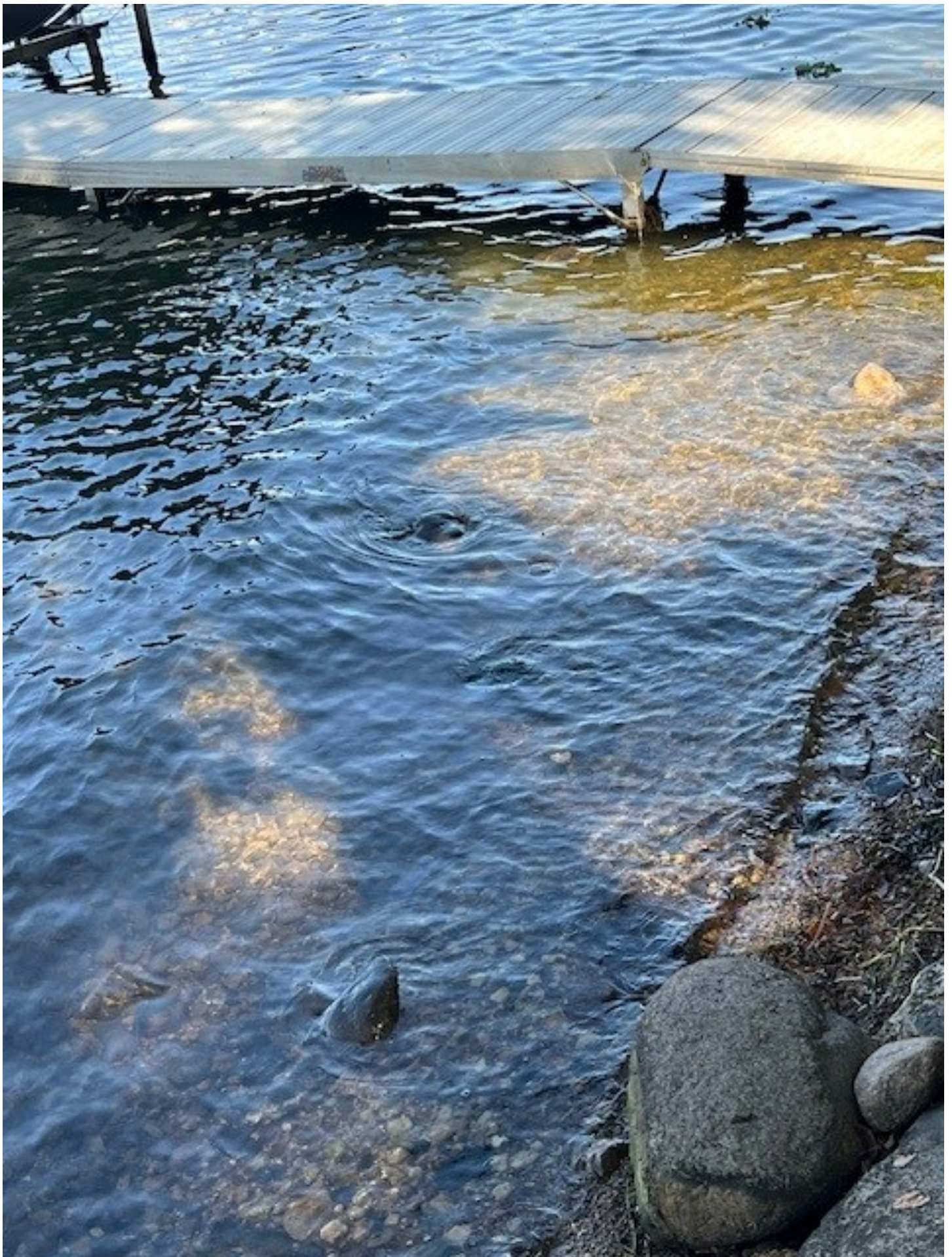
148 OLD BEACH LN, WACONIA

SCALE: 1"=10'

WBO/MONTELL, BONDER IMAGES, INC.













REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	8.12. Amendment to Chapter 515 of City Code Related to Cannabis Sales
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action:	None
Item Type:	Consent

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Ordinance #783, Amending Chapter 515 to City Code
Adopt Resolution No. 2025-250 Authorizing Summary Publication of Ordinance No. 783

EXPLANATION OF AGENDA ITEM:

The City continues to monitor the evolving State of Minnesota cannabis laws and related regulations governing the sale of cannabis and hemp-derived products. As new information becomes available, it has been necessary to make periodic updates to the City's ordinance to ensure alignment with state law. As of October 1, retailers are now 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. Under state statute, cities are prohibited from limiting the number of licenses issued for the sale of these products.

Earlier this year, the City Council updated the ordinance to differentiate low-potency hemp edible sales from cannabis retail sales. However, after further review, an amendment is required to Section 515.13 that was missed in the previous update. The current ordinance includes the following sentence:

"The sale of lower-potency edibles, including beverages, is only permitted in places that limit admission to persons twenty-one (21) years of age or older."

This language conflicts with current state licensing practices, which allow licensed retailers to sell these products without restricting access solely to those over 21 years of age.

Staff recommends striking this sentence from the ordinance. State law already restricts the sale of low-potency hemp edible products to persons twenty-one (21) years of age or older. Additionally, these products must be stored behind a counter or in a locked case to prevent access by underage individuals.

This amendment will align the City's ordinance with current state law and ensure consistency for local retailers and enforcement staff.

ATTACHMENTS:

1. Ordinance 783 Amending Chapter 515 Cannabis (1)
2. Resolution No. 2025-250 Summary Publication Ordinance 783

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
ORDINANCE NO. 783

AN ORDINANCE AMENDING CHAPTER 515 REGARDING CANNABIS

The City Council of the City of Waconia Ordains:

INTRODUCTION

Chapter 515 of the Waconia City Code (the “Code”) regulates cannabis in the City of Waconia (the “City”), including lower potency hemp edibles. The City Council finds it is appropriate to amend Chapter 515 to relax certain requirements relating to the sale of lower potency hemp edibles. The purpose of this ordinance it to make such amendments.

AMENDMENT

Section 515.13 of the Waconia City Code is hereby amended, in its entirety, to read as follows:

Sec. 515.13. Sale of Lower-potency hemp edibles.

Lower-potency hemp edibles shall be sold behind a counter or stored in a locked case.

EFFECTIVE DATE

This ordinance is effective upon publication.

Passed and adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator

**CITY OF WACONIA
RESOLUTION NO.2025-250**

A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO.783

WHEREAS, the City Council of the City of Waconia, Minnesota (the “City”) adopted Ordinance No. XXX on October 20, 2025 (the “Ordinance”); and

WHEREAS, pursuant to Minnesota Statutes §412.191, the City may publish the title and a summary of an Ordinance instead of its full text if the summary informs the public of the intent and effect of the Ordinance and the summary is approved by a four-fifths vote of the City Council; and

WHEREAS, the City Council finds: i) the summary set forth below informs the public of the intent and effect of the Ordinance; and ii) the title and summary of the Ordinance should be published instead of the full text of the Ordinance;

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

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The following official summary of Ordinance No. 783 is hereby approved:

ORDINANCE NO. 783, AN ORDINANCE AMENDING CHAPTER 515 REGARDING CANNABIS, amends Chapter 515 of the Waconia City Code to allow the sale of lower-potency edibles at places that admit persons under the age of 21 provided such products are stored behind the counter or in a locked case.

The full text of the ordinance is available for public inspection during regular office hours at the office of the City Clerk, City Hall, 201 South Vine Street, Waconia, and will also be posted at City Hall. Further, any person may request the City to send the full text of the ordinance via standard or electronic mail by calling City Hall at (952) 442-2184.

3. The City Administrator shall submit the Ordinance title and summary to a qualified newspaper for publication using bold type no smaller than eight points in size.

Passed and adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

ATTEST: _____
Jacqueline Schulze, Assistant City Administrator



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	9.1. Island View Estates and Pine Hill Playground Projects
Originating Dept:	Administration
Presented By:	Shane Fineran
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-251 Approving Playground Equipment Order

EXPLANATION OF AGENDA ITEM:

In 2026, the Capital Investment Plan programmed the replacement and development of two playground systems at Pine Hill Park and at Island View Estates Park as projects #388 and #808 respectively. Staff is seeking approval for the approval of the play equipment for these projects slated in 2026 to ensure that the City can take advantage of 2025 pricing and avoid cost increases of 5%. Equipment will be ordered for production and installed in 2026 as weather and schedule allow, preferably early in the 2026 season.

Pine Hill Park is a neighborhood park featuring a play structure for 2–5-year-olds, a sports court, and open space. The play structure has reached its end of life and is in need of replacement. The other park elements, such as play container and sports court, are in good shape and do not need replacement. Project #388 would include replacement of the play equipment, removal and reconstruction of the concrete seating area and shade structure at an estimated cost of \$128,750. Flagship Recreation has provided a contract bid utilizing State of Minnesota Cooperative Purchasing Venture pricing in an amount of \$116,057.92. City staff will perform the removal and disposal of the old equipment. The Park Board reviewed the equipment concept and replacement plan and recommended approval.

Island View Estates is a currently undeveloped neighborhood park. The Park Board, over the course of 3 meetings and significant public outreach, including a neighborhood survey and meeting, have developed a park plan that will feature a play container, sports court, seating area, green space, and pedestrian connection to sidewalks and trails in the area. At the neighborhood meeting, the Option 2 play equipment garnered 37 votes out of 46 as the favorite of area residents. Project #808 is in the Capital Investment Plan at an estimated cost of \$356,000. Flagship Recreation has provided a contract quote utilizing State of Minnesota Cooperative Purchasing Venture pricing in an amount of \$199,151.96 for play container, concrete seating area, play equipment, and shade structure. The remainder of the site work, to include grading, bituminous surfacing, and drainage improvements, will be quoted separately and performed by a different contractor.

ATTACHMENTS:

1. Resolution No. 2025-251 Pine Hill Island View Playgrounds
2. Contract Pinehill Playground

3. Contract Island View Estates Playground	
FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	Planning Commission:
Budget Information:	Park Board:
☒ - PIR Budgeted Fund	Personnel Committee:
☐ Non-Budgeted ☐ Amendment Required	Other:

**CITY OF WACONIA
RESOLUTION NO. 2025-251**

**RESOLUTION APPROVING PURCHASE OF
PLAYGROUND EQUIPMENT FOR
PINE HILL PARK AND ISLAND VIEW ESTATES PARK**

WHEREAS, the Capital Investment Plan identified play equipment purchase for Pine Hill Park and Island View Estates Park as projects #388 and #808; and

WHEREAS, the Park Board has reviewed equipment concepts for both parks and recommend approval; and

WHEREAS, Flagship Recreation has submitted quotes for both play systems utilizing the State Cooperative Purchasing Venture Program in the amounts of \$116,057.92 for Pine Hill Park equipment and \$199,151.96 for Island View Estates Park equipment; and

WHEREAS, order the equipment now will ensure that the City is able to take advantage of 2025 pricing for installation in 2026; and

NOW, THEREFORE, BE IT RESOLVED that the Waconia City Council approves the quotes and authorizes the purchase of equipment as submitted by quote by Flagship Recreation.

Adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Shulze, Assistant City Administrator

[illegible]

Page 119 of 160

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Shane Fineran
Signature:	Date:
Purchase Amount: \$73,361.36	



[illegible]

Page 121 of 160

Terms & Conditions

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- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	
Signature:	Date:
Purchase Amount: \$42,696.56	



EQUIPMENT COLOR SIGN OFF
Waconia - Pinehill Park



Please sign below if you approve of the colors represented in the photo above.

Colors

BO: Peacock/Cranberry Red/Lagoon/Limon

Customer Signature:_____

Date:_____

State Contract #218091



PROJECT INFORMATION

Waconia - Pinehill Park

1262 Pinehill Blvd

Waconia MN 55387

Contract Year: 2025

EQUIPMENT INFORMATION & PRICING

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>	<u>Price</u>	<u>Ext Price</u>
2	111228A	Square Tenderdeck	1403	2806
2	111231A	Triangular Tenderdeck	1081	2162
2	111404O	132"Steel Post DB	403	806
1	111404P	124"Steel Post DB	398	398
2	111404Q	116"Steel Post DB	383	766
1	111404R	108"Steel Post DB	377	377
1	111404W	156"Steel Post DB	566	566
3	111404X	164"Steel Post DB	587	1761
3	111404Z	182"Steel Post DB 44" Bury	632	1896
1	120902A	Handhold Leg Lift	281	281
1	121948A	Kick Plate 8"Rise	153	153
1	130873A	Ring Pull	898	898
1	148426A	Firepole Perm Handholds 48"Dk DB	1051	1051
2	152907B	Deck Link w/Barriers Steel end panels 2 Steps	2800	5600
1	152911B	Curved Transfer Module Right 40"Dk DB	3769	3769
1	271761A	Alpine Slide 72" Deck DB	5258	5258
1	345278A	Hole Panel	826	826
1	345289A	Periscope Panel Above Deck	2219	2219
1	345294A	Image Panel - 176 Block Above Deck	1913	1913
1	345313B	Pod Climber w/Handloop 40"Dk DB Left Handhold	1974	1974
1	345316C	Chimney Climber 96"Dk DB	5885	5885

2	345331A	Zenith Climber w/Permalene Handholds Attached to Square Deck 72"Deck DE	8033	16066
1	362354A	HomeBase Tri Belt	1586	1586
INDEPENI				
2	158105A	Wobble Pod DB Only	2091	4182
2	158997A	Pod Climber 10" DB	377	754
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	168	336
1	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	474	474
1	177332A	Single Post Swing Frame 8' Beam Height Only DB Only	1663	1663
1	177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only DB Only	1234	1234
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	1163	1163
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	0	0
1	237674B	SkyWays Cantilever Single Post Pyramid 14'x14' Shade 10' Entry Height	9221	9221
Total Equipment Cost at State Contract Pricing				\$78,044.00















The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT. (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

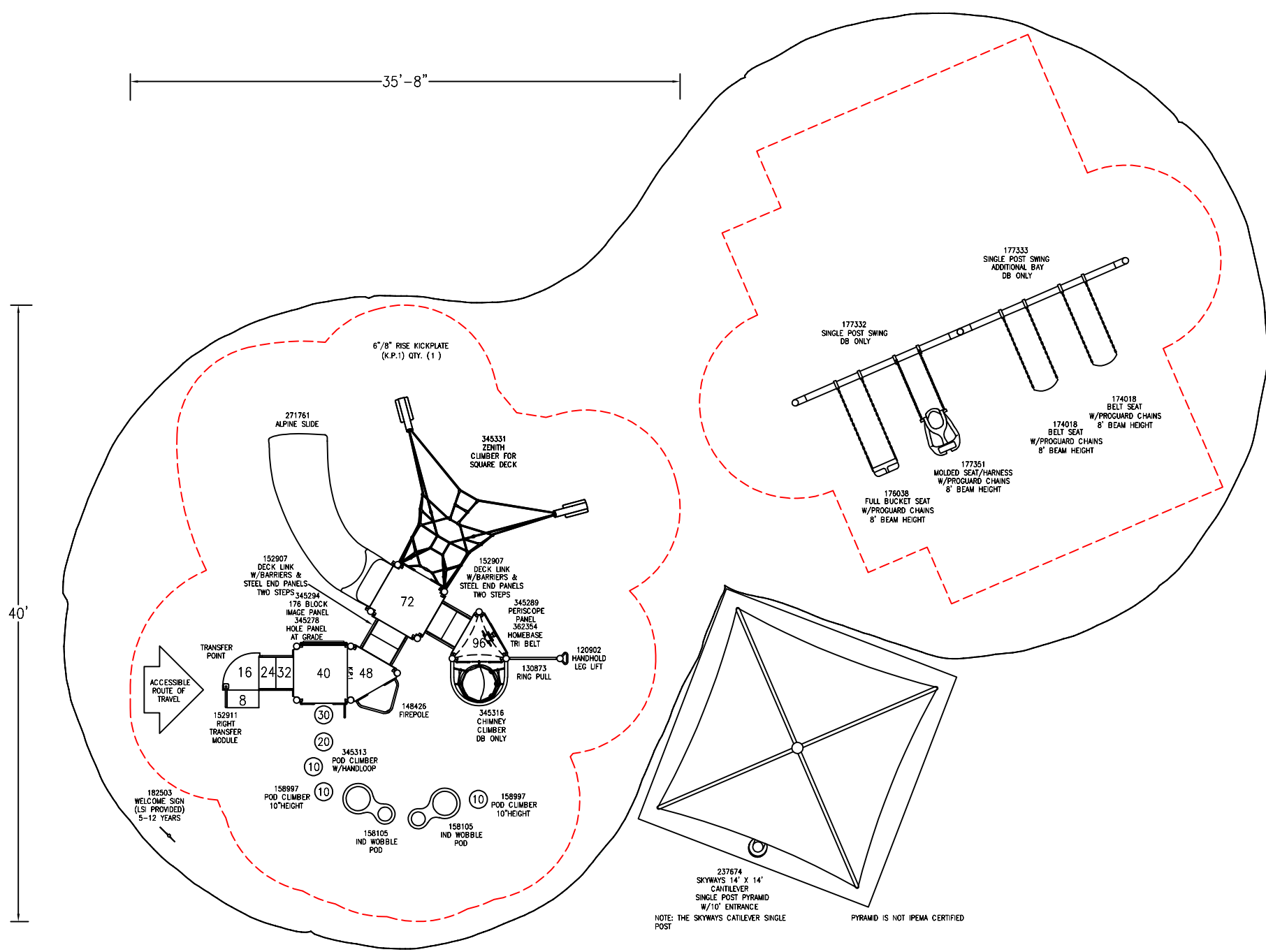
ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)
2,794 SQ. FT.

DESIGNED BY:

MMR

COPYRIGHT: 8/28/25
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials

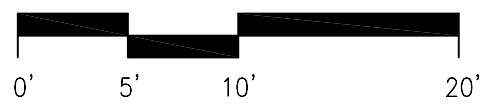


237674
SKYWAYS 14' X 14'
CANTILEVER
SINGLE POST PYRAMID
W/10' ENTRANCE
NOTE: THE SKYWAYS CANTILEVER SINGLE POST
PYRAMID IS NOT IPEMA CERTIFIED

PlayBooster
(5-12 years)
Max Fall Height: 96 inches

TOTAL ELEVATED PLAY COMPONENTS	7	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED 4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED 7

SCALE IN FEET:



Waconia Pinehill

Waconia, MN

Flagship Recreation

Bailey Wolf

SYSTEM TYPE:
PlayBooster

DRAWING #:
1199958-01-01



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- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Shane Fineran
Signature:	Date:
Purchase Amount: \$116,282.48	





QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Island View Estates - RevOpt 3,BW704IVE404545945		
1	MOB	Mobilization	\$750.00	\$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$750.00
4,780	SITE WORK	Excavation of playground and shade areas	Per Quote	\$6,758.92
		- Remainder of site work by others		
178	SITE WORK	Hauling of Excavated Material (CY)	Per Quote	\$4,075.01
178	SITE WORK	Disposal of Excavated Material (CY)	Per Quote	\$4,075.01
271	BORDER	Concrete Curb Border	Per Quote	\$16,497.59
1	FOOTING	Pier Footings (Drilling, Rebar & Concrete)	Per Quote	\$2,424.00
251	CONCRETE	Concrete Flatwork (4" Thick) with 4-6" of aggregate base	Per Quote	\$4,082.56
53	SUBGRADE	Pea Rock or Sand Drainage Layer for EWF Surfacing (3" Depth)	Per Quote	\$3,277.24
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	22.93%	\$26,659.31
1	RENTAL	Special Equipment (Lift needed for Shade)	Per Quote	\$1,683.33
4,045	SURFACING	Geotextile Fabric	\$0.50	\$2,022.50
175	SURFACING	Engineered Wood Fiber (EWF) & Installation	\$45.00	\$7,875.00
1	SURFACING	EWF Freight	Per Quote	969.50
1	STORAGE	Equipment Storage Through Winter	Per Quote	\$1,200.00
1	DISCOUNT	Flagship will store equipment until ready to install in Spring/Summer 2026		(\$1,200.00)
0	RESTORE	Restoration		BY OTHERS
		Quote Reflects a 2026 Installation		
			Subtotal	\$81,899.98
			Freight	\$969.50
			Sales Tax	Tax Exempt
			Total	\$82,869.48

Page 135 of 160

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- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	
Signature:	Date:
Purchase Amount: \$82,869.48	

EQUIPMENT COLOR SIGN OFF
Island View Estates - RevOpt 3



Please sign below if you approve of the colors represented in the photo above.

Colors

CX (overridden): Seafoam/Yellow/Seafoam/Lagoon

Customer Signature:_____

Date:_____

State Contract #218091



PROJECT INFORMATION

Island View Estates - RevOpt 3

161 Maple Terrace

Waconia, MN 55387

Contract Year: 2025

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price
3	111228A	Square Tenderdeck	\$ 1,403.00	\$ 4,209.00
1	111231A	Triangular Tenderdeck	\$ 1,081.00	\$ 1,081.00
1	111288A	Driver Panel Above Deck	\$ 1,025.00	\$ 1,025.00
1	111364A	Loop Ladder 48"Dk DB	\$ 1,270.00	\$ 1,270.00
3	111397B	114"Post DB	\$ 403.00	\$ 1,209.00
1	111397C	106"Post DB	\$ 398.00	\$ 398.00
1	111404A	148"Alum Post DB	\$ 541.00	\$ 541.00
1	111404C	132"Alum Post DB	\$ 505.00	\$ 505.00
1	111404D	124"Alum Post DB	\$ 485.00	\$ 485.00
3	111404E	116"Alum Post DB	\$ 423.00	\$ 1,269.00
1	111404F	108"Alum Post DB	\$ 403.00	\$ 403.00
1	111404M	148"Steel Post DB	\$ 485.00	\$ 485.00
1	111404X	164"Steel Post DB	\$ 587.00	\$ 587.00
2	111404Z	182"Steel Post DB 44" Bury	\$ 632.00	\$ 1,264.00
2	117495A	Triangular Tenderdeck	\$ 857.00	\$ 1,714.00
1	121948A	Kick Plate 8"Rise	\$ 153.00	\$ 153.00
1	121949A	Tri-Deck Kick Plate 8"Rise	\$ 230.00	\$ 230.00
2	122197A	90* Triangular Tenderdeck	\$ 1,178.00	\$ 2,356.00
1	122913B	Snake Climber 72"Dk DB	\$ 2,616.00	\$ 2,616.00
1	123339A	Curved Slide 40"Dk DB	\$ 2,229.00	\$ 2,229.00
1	124863F	SlideWinder2 72"Dk DB 2 Right 1 Left	\$ 4,835.00	\$ 4,835.00
1	130390A	Double Swoosh Slide 72"Dk DB	\$ 3,218.00	\$ 3,218.00
1	144984A	Storefront Panel	\$ 571.00	\$ 571.00
1	150975B	Cascade Climber 72"Dk DB Only	\$ 4,223.00	\$ 4,223.00
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps	\$ 2,800.00	\$ 2,800.00
1	152911A	Curved Transfer Module Left 32"Dk DB	\$ 3,239.00	\$ 3,239.00
1	153020B	Curved Transfer Module 40"Dk Right DB	\$ 3,443.00	\$ 3,443.00
3	166809A	E-Pod Seat	\$ 423.00	\$ 1,269.00
1	174449A	Sling Shot Climber 48"DK DB	\$ 4,269.00	\$ 4,269.00
1	179362A	Tri-Deck Kick Plate 8"Rise	\$ 230.00	\$ 230.00
4	179594A	Vibe Roof	\$ 1,826.00	\$ 7,304.00
8	179595O	204"Steel Post For Vibe Roof DB	\$ 658.00	\$ 5,264.00
1	193170A	LolliLadder w/2 E-Pods	\$ 3,437.00	\$ 3,437.00
1	202594A	Portal Climber w/Permalene Handhold (Left) Equal Decks 72'	\$ 7,574.00	\$ 7,574.00
1	222708A	WhooshWinder Slide 72"Dk DB	\$ 6,895.00	\$ 6,895.00
1	307436A	Footprint Balance Beam DB	\$ 597.00	\$ 597.00

1 345282A	Bubble Panel Above Deck	\$	1,158.00	\$	1,158.00
1 345312A	Loop Ladder 40"Dk DB	\$	1,270.00	\$	1,270.00
1 345313B	Pod Climber w/Handloop 32"Dk DB Right Handhold	\$	1,974.00	\$	1,974.00
1 345314A	Mini Summit Climber 48"Dk DB	\$	1,673.00	\$	1,673.00
1 345315F	Wiggle Ladder 72"Dk DB	\$	1,255.00	\$	1,255.00
1 361785A	Swiggleknots Bridge Inclined DB Only Ground Level Only	\$	8,925.00	\$	8,925.00
1 362045A	Crossbar Bridge DB Only Ground Level Only	\$	6,885.00	\$	6,885.00
2 362348A	HomeBase Square Belt	\$	2,101.00	\$	4,202.00
1 141684B	Tendertuff Picnic Table 72"Table 72"Seat Permanent	\$	1,821.00	\$	1,821.00
1 158997A	Pod Climber 10" DB	\$	377.00	\$	377.00
3 174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$	168.00	\$	504.00
1 176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	\$	469.00	\$	469.00
1 177332A	Single Post Swing Frame 8' Beam Height Only DB Only	\$	1,663.00	\$	1,663.00
1 177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only	\$	1,234.00	\$	1,234.00
1 177337A	Toddler Swing Add-On Beam	\$	683.00	\$	683.00
1 177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains fc	\$	1,163.00	\$	1,163.00
1 182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$	-	\$	-
1 182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$	-	\$	-
1 237673F	SkyWays Cantilever Single Post Pyramid 12'x12' Shade 10' En	\$	7,941.00	\$	7,941.00

Total Equipment Cost at State Contract Pricing

\$ 126,394.00









Island View Estates - Option 3 Revised

Waconia_IslandView 093025 Opt3 • 9.30.2025



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Island View Estates - Option 3 Revised

Waconia_IslandView 093025 Opt3 • 9.30.2025



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Island View Estates - Option 3 Revised

Waconia_IslandView 093025 Opt3 • 9.30.2025



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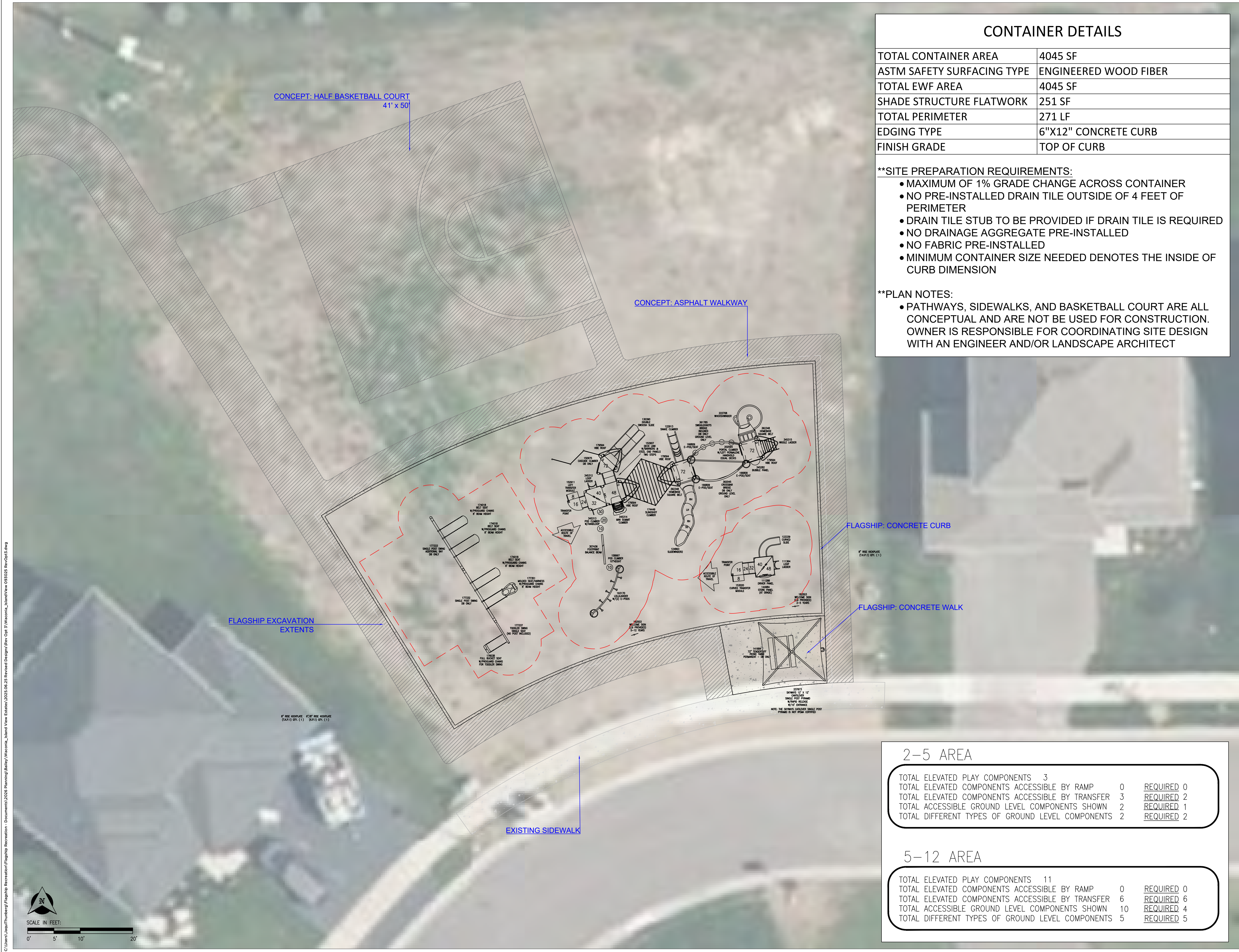
Island View Estates - Option 3 Revised

Waconia_IslandView 093025 Opt3 • 9.30.2025



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C:\Users\JLZ\Documents\Flagship Recreation - Documents\2025 Planning\Balky\Waconia_Island View 093025 Rev001.dwg



CONTAINER DETAILS

TOTAL CONTAINER AREA	4045 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	4045 SF
SHADE STRUCTURE FLATWORK	251 SF
TOTAL PERIMETER	271 LF
EDGING TYPE	6"X12" CONCRETE CURB
FINISH GRADE	TOP OF CURB

**SITE PREPARATION REQUIREMENTS:

- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION

**PLAN NOTES:

- PATHWAYS, SIDEWALKS, AND BASKETBALL COURT ARE ALL CONCEPTUAL AND ARE NOT BE USED FOR CONSTRUCTION. OWNER IS RESPONSIBLE FOR COORDINATING SITE DESIGN WITH AN ENGINEER AND/OR LANDSCAPE ARCHITECT



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

Island View Estates Revised Option 3

161 Maple Terrace, Waconia, MN 55387

SALES
REPRESENTATIVE:
Tim Truelson

DESIGNED BY:
JLZT
10/1/25

1/8" = 1'-0"

SHEET

LS101

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	3		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	2	REQUIRED	2

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	11		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	6	REQUIRED	6
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5



SCALE IN FEET:
0' 5' 10' 20'



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	9.2. City Sponsorship Program for Summer Events
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-252 Approving Summer Sponsorship Program

EXPLANATION OF AGENDA ITEM:

Background

The City of Waconia hosts several free, family-friendly events each summer, including the Summer Music Series and the National Night Out celebration. These events have seen continued growth in attendance and enthusiasm, particularly following the relocation of the Summer Music Series to Downtown Waconia.

As participation has grown, so have the expectations for higher-quality musical acts, enhanced family activities, and improved event promotion. In order to sustain and expand these opportunities without increasing reliance on general fund support, staff is recommending the implementation of a City Sponsorship Program. Many cities surrounding us solicit sponsorship for their summer music program, including Chaska, Shakopee, Victoria, Shorewood, Mound, and Chanhassen.

Strategic Alignment

The proposed sponsorship program directly supports the City's 2026–2029 Strategic Plan, particularly the priority to Expand Community Engagement. This priority includes goals such as:

- Increasing community confidence in city government,
- Fostering an inclusive and engaged community, and
- Diversifying community event offerings.

By partnering with local businesses and organizations through sponsorships, the City will be able to:

- Host additional and enhanced community events,
- Secure more popular regional music acts,
- Add family-friendly activities such as face painting and balloon artists, and
- Improve marketing and outreach to ensure broad community participation.

Program Overview

The Summer Sponsorship Opportunities Program invites local businesses and community organizations to contribute to the City's events at varying sponsorship levels. Sponsors receive recognition and promotional benefits based on their level of support.

Sponsorship Opportunities include:

Title Sponsor – \$10,000 (Limit 1)

- Exclusive recognition as the Summer Music Series Title Sponsor
- Logo on all marketing materials
- Street banner display downtown
- Sponsor recognition at each concert
- Booth space at all music events

National Night Out Band Sponsor – \$2,000 (Limit 1)

- Exclusive recognition at National Night Out
- Logo on event materials and recognition during event
- Opportunity to introduce the band on stage

Gold Sponsor – \$1,000 (Limit 5)

- Logo on event posters and social media
- Sponsor mention at each concert
- Booth space at three music events

Silver Sponsor – \$500 (Limit 10)

- Logo on select marketing materials
- Sponsor mention at one concert

Friend of the Music Series – \$200 (Unlimited)

- Name listed on City website and social media

Sponsorship Benefits

Sponsors will receive brand visibility and community connection through:

- City social media and website recognition,
- Posters and flyers distributed citywide,
- Inclusion in City newsletters and local publications in promotion of event, and
- On-site signage and acknowledgments at events.

This program provides local businesses the opportunity to support the arts, connect with the community, and demonstrate civic pride — while helping to keep community events free and accessible to all.

Recommendation

Staff recommends that the City Council approve the City of Waconia Summer Sponsorship Program as outlined, authorizing staff to begin solicitation of sponsorships for the 2026 event season. This way, we can start promoting these sponsorship and begin booking bands for 2026. We have heard from parties who have expressed interest in the title sponsorship and several other businesses participated last year by sponsoring activities, so we know there will be general interest in the program as a whole.

ATTACHMENTS:

1. Resolution No. 2025-252 Summer Events Program
2. Summer Music Sponsorship Form

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. 2025-252**

**RESOLUTION APPROVING
SUMMER SPONSORSHIP PROGRAM**

WHEREAS, the City of Waconia hosts several free, family-friendly summer events, including the Summer Music Series and National Night Out, which foster community connection and civic pride; and

WHEREAS, these events have grown in popularity and attendance, creating opportunities to enhance event quality through expanded entertainment, family activities, and community engagement; and

WHEREAS, a strategic priority within the City's 2026–2029 Strategic Plan is to **Expand Community Engagement**, including goals to strengthen public confidence in city government, build an inclusive and engaged community, and diversify community event offerings; and

WHEREAS, the implementation of a **Summer Sponsorship Program** will provide opportunities for local businesses and organizations to partner with the City, helping to offset event costs, enhance programming, and improve marketing and promotional efforts; and

WHEREAS, staff has developed a sponsorship framework that includes multiple levels of recognition and benefits to sponsors, designed to encourage broad participation and build lasting community partnerships;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Waconia hereby approves the City of Waconia Summer Sponsorship Program and authorizes City staff to begin solicitation of sponsorships for the 2026 event season.

Adopted by the City Council of the City of Waconia this 20th day of October 2025.

Tim Litfin, Mayor

Attest: _____
Jackie Schulze, Assistant City Administrator



City of Waconia – Summer Sponsorship Opportunities

The City of Waconia proudly hosts several free, family-friendly summer events — including our growing Summer Music Series and National Night Out celebration. We invite local businesses and organizations to partner with us to help make these community events even more vibrant!

About the Summer Music Series

The City of Waconia Summer Music Series is a free outdoor concert series held on select evenings in June, July, and August in Downtown Waconia. Each concert features a different local or regional band, representing a variety of music genres.

Our concerts attract 150+ attendees each week, including residents, visitors, and music lovers of all ages. Since relocating from the park to downtown, attendance and enthusiasm have grown tremendously! These events also coincide with a farmers market that is hosted in downtown Waconia, which oftentimes provides additional foot traffic to the concert events. We're continuing to expand the experience by bringing in high-quality bands and family activities such as face painting, balloon artists, and more.

Help us keep the music playing — become a sponsor today!

About National Night Out

National Night Out is a free, community-wide event held the first Tuesday in August at City Square Park in Downtown Waconia.

Co-hosted by the City of Waconia and Gather and Grow Food Shelf, this event features:

- Live music
- Food from local food trucks and restaurants
- Kids' activities and bounce houses

The event draws 500+ attendees for an evening of fun and connection.

Sponsorship Levels

Title Sponsor – \$10,000 (Limit 1)

- Exclusive recognition as the Series Title Sponsor
- Logo on all marketing materials
- Street banner display downtown
- Sponsor recognition at each concert
- Booth space at all music events

National Night Out Band Sponsor – \$2,000 (Limit 1)

- Exclusive recognition at the City's National Night Out event
- Logo on event marketing materials
- Recognition during event
- Opportunity to introduce the band on stage

Gold Sponsor – \$1,000 (Limit 5)

- Logo on event posters and social media
- Sponsor mention at each concert
- Booth space at 3 music events

Silver Sponsor – \$500 (Limit 10)

- Logo on select marketing materials
- Sponsor mention at one concert

Friend of the Music Series – \$200 (Unlimited)

- Name listed on the City's website and social media

Benefits of Sponsorship

- Community Connection – Engage directly with hundreds of local residents and visitors
- Brand Visibility – Receive recognition through signage, online promotion, and media coverage
- Support the Arts – Help keep live music and community events free and accessible
- Positive Public Relations – Demonstrate your business's commitment to the Waconia community

Marketing Reach

Your sponsorship will be promoted through:

- Posters & flyers distributed citywide
- City social media platforms
- City website & e-newsletter
- Local magazines and publications promoting the event

Become a Sponsor

Submit your Sponsorship Commitment Form by January 5, 2026. Forms should be submitted and either online to bjurek@waconiamn.gov or via mail to by January 5, 2026 to:

City of Waconia
Attn: Brenda Jurek
201 S Vine St
Waconia, MN 55387

Payment can be accepted via check or via our electronic payment system at invoicecloud.com/waconiamn.

For questions, please call Brenda Jurek at 952-856-4507

Sponsorship Commitment Form

Business Name: _____

Contact Name: _____

Phone: _____ Email: _____

Sponsorship Level: _____ Amount: \$_____

Signature: _____ Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 20, 2025
Item Name:	9.3. Polling Place Boundaries & Polling Locations for 2026 Elections
Originating Dept:	Administration
Presented By:	Jackie Schulze
Previous Council Action:	None
Item Type:	Regular Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED: Adopt Resolution No. 2025-253 Adding Additional Precinct and Establishing Polling Locations for 2026

EXPLANATION OF AGENDA ITEM:

In early 2022, the City Council transitioned from a two-ward system—with two council members elected from each ward—to a precinct-based, at-large system, where all four Council Members are elected at-large. At the same time, the City moved from two polling places to three precincts.

Precinct boundaries are established by the governing body of each municipality. In the last several years, churches and schools have presented challenges as polling locations due to limited access for setup and takedown, as well as increasing security concerns. In addition, the new Fire Station's training room was built with plans to add it as a future polling location.

Following an analysis of 2024 election data and voting statistics, City staff are recommending the addition of a fourth precinct for 2026, along with changes to designated polling locations.

Current Polling Locations (2024):

- **Precinct 1 – Faith Lutheran Church:** 2,808 registered voters (as of Election Day 2024) / 3,105 residents age 18+ (2020 census estimate)
- **Precinct 2 – Trinity Lutheran School Gym:** 3,289 registered voters (as of Election Day 2024) / 3,329 residents age 18+ (2020 census estimate)
- **Precinct 3 – Waconia Ice Arena:** 3,850 registered voters (as of Election Day 2024) / 3,751 residents age 18+ (2020 census estimate)

Per Minnesota Statute 204B.14, subd. 4, municipalities may adjust precinct boundaries until December 1 of the year prior to a state general election. While each municipality must contain at least one precinct, there is flexibility in the total number created. Although precincts are not required to align with population size, the Secretary of State recommends precincts of approximately 1,500 registered voters. Few precincts in Minnesota exceed 2,000 registered voters, as larger precincts are more difficult to manage.

Based on voter turnout trends and the goal of moving away from churches and schools as polling locations, City staff recommend the following polling places beginning in 2026. Proposed precinct boundaries are shown on the attached map.

Proposed Polling Locations (2026 and beyond):

- **Precinct 1 – Waconia Area Senior Center (City Hall):** 2,510 residents age 18+
- **Precinct 2 – Paradise Commons (Lake Waconia Regional Park):** 1,673 residents age 18+
Note: This number will increase as development continues.
- **Precinct 3 – Waconia Ice Arena:** 2,457 residents age 18+
- **Precinct 4 – Waconia Fire Station (Training Room):** 2,664 residents age 18+

Although three of these four precincts have over 2,000 registered voters, we do feel these precincts more fairly distribute the population of the City, allowing for a more manageable Election Day. In 2024, all three precincts had over 3,000 registered voters, with the largest having nearly 3,800. The two largest precincts have the most space for voters at the Fire Station and Ice Arena.

ATTACHMENTS:

1. Resolution No. 2025-253 Establishing Polling Locations
2. Precinct Map

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. 2025-253**

Resolution Establishing Precincts and Polling Places

WHEREAS, Minnesota cities have the ability to redraw polling place boundaries before December 1 of a year preceding an election; and

WHEREAS, the City of Waconia has identified that adding an additional polling location would be beneficial for election day efficiency and voter flow and that several of our current polling locations don't meet the City's needs; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Waconia, County of Carver, State of Minnesota hereby establishes the boundaries of the voting precincts and polling places as follows:

Precinct 1 (City Hall, Senior Center 201 South Vine Street)

Areas of the City to the south of a line proceeding from the shore of Lake Waconia starting at the east side of Lakeview Terrace Boulevard from 47 Lakeview Terrace Boulevard to 1 Lakeview Terrace Boulevard. Following the shore of Lake Waconia east to Pine Street North, thence southerly to Lake Street East, thence easterly to Birch Street North, thence southerly to Highway 5. From Highway 5, thence westerly to Waconia Parkway encompassing the areas of the city to the north of Highway 5, proceeding west from Birch Street bisecting to Waconia Parkway South, thence northerly from Oak Avenue encompassing 975, 976, and 999 Oak Court continuing north on both the east and west of Kinder Drive, to the southern shoreline of Burandt Lake, thence easterly along the shoreline of Burandt Lake north to Waconia Parkway North and the east side of Lakeview Terrace Boulevard.

Precinct 2 (Lake Waconia Regional Park, Paradise Commons, 8170 Paradise Lane)

Areas of the City beginning on the southernmost edge of Lake Waconia beginning on solely the north side of Lake Street at 100 Lake Street East, thence continuing on the easternmost side of Birch Street South northbound, thence bisecting with Highway 5, thence encompassing the areas to the east following Highway 284 to Highway 10 encompassing areas to the north; thence properties to the southeast of Sparrow Road continuing along the City boundary to the southernmost boundary at 102nd Street; thence continuing northerly on Little Avenue along the City's easternmost boundary to the City's northeastern most boundary; thence continuing along the southeastern shore of Lake Waconia.

Precinct 3 (Waconia Ice Arena, 1250 Oak Avenue)

Areas of the City beginning at the westernmost shore of Burandt Lake moving northeasterly to Waconia Parkway North, at Waconia Parkway North and encompassing the first five lots on the western side of Lakeview Terrace Boulevard, thence remainder of all lots along lakeview terrace boulevard beginning at 67 Maple Terrace along the shore of Lake Waconia along the southern edge of the lakeshore; thence westerly along the edge of the Waconia

Landing development and southerly along County Road 10 N/Waconia Parkway South and along the westernmost boundary of the City of Waconia, thence at the intersection of the westernmost and southernmost boundary of the City, easterly along the southern most boundary; thence the western half of Oak Avenue going north, thence the areas on the northern half of Highway 5 to Waconia Parkway going easterly to the intersection of Waconia Parkway South, thence bisecting Oak Court beginning at 1023 Oak Court, thence north to all properties on Snowdrop Trail and west to the City Boundaries.

Precinct 4 (Waconia Fire Station, Training Room, 10451 W. 10th Street)

Areas of the City to the south of Highway 5 and westerly of 284, thence easterly on County Road 10 to the bisection of Sparrow Road, thence properties northwest of Sparrow Road to the easternmost Edge of Clearwater Mills Park, thence southerly along the City boundary, continuing southerly along the Sierra and Woodland Creek developments at the City's boundary, thence continuing northerly along 284 thence continuing west along the City's southern boundary to Oak Avenue.

Attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling place.

Adopted by the Waconia City Council this 20th day of October, 2025.

Tim Litfin, Mayor

ATTEST: _____
Jackie Schulze, Assistant City Administrator

City of Waconia Precincts

